

FRANCHISE DISCLOSURE DOCUMENT

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DQ Grill & Chill® Franchise. American Dairy Queen Corporation (“ADQ”) offers single unit and multiple unit franchises for the operation of DQ Grill & Chill® restaurants at authorized locations. A DQ Grill & Chill® restaurant is a quick service food restaurant with seating from which you will sell the full line of approved soft-serve, treat, food and beverage menu items.

The total investment necessary to begin operation of a single DQ Grill & Chill® franchise is \$1,511,200 - \$2,531,250. This includes the \$45,600 that must be paid to the franchisor or affiliate for the initial franchise fee and management training readiness assessment. In addition, if you enter a multiple trade area reservation agreement, you will pay an initial franchise fee deposit determined by multiplying the number of restaurants you are granted the right to develop by \$10,000.

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

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

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

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

Issuance Date: March 28, 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 his information from others, like current and former franchisees. You can find their names and contact information in Exhibit J. |
| How much will I need to invest? | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| Does the franchisor have the financial ability to provide support to my business? | Exhibit L 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 DQ Grill & Chill® business in my area? | Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What’s it like to be a DQ Grill & Chill® franchisee? | Exhibits J and K list current and former franchisees. You can contact them to ask about their experiences. |
| What else should I know? | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by arbitration and/or litigation only in Minneapolis, Minnesota, or at such other place as may be mutually agreeable to the parties. Out-of-state 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 us in Minneapolis, Minnesota than in your own state.

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

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, Consumer Protection Division (Attention: Franchise), P.O. Box 30213, Lansing, Michigan 48909, telephone (517) 373-7117.

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

To simplify the language in this franchise disclosure document (“disclosure document”), “ADQ” means American Dairy Queen Corporation, the franchisor. “You” means the person who buys the franchise. If the franchisee is a corporation, partnership or other entity, “you” may also mean its owners. Certain provisions of the franchise agreement apply to your owners and will be noted in this disclosure document.

ADQ is a Delaware corporation incorporated in 1962. ADQ’s principal business address is 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437. ADQ has not had any predecessors during the 10-year period immediately before the close of its most recent fiscal year. ADQ does business under its corporate name and the trade names “Dairy Queen” and “DQ.”

ADQ is a wholly-owned subsidiary of its parent corporation, International Dairy Queen, Inc. (“IDQ”), whose principal business address is the same as ADQ’s. IDQ is a wholly-owned subsidiary of its parent corporation, Berkshire Hathaway, Inc., whose principal business address is 1440 Kiewit Plaza, Omaha, Nebraska 68131.

ADQ’s affiliates that offer franchises in any line of business or provide products or services to franchisees are: Unified Supply Chain, Inc. (“USCI”); DQF, Inc. (“DQF”); DQGC, Inc. (“DQGC”) and federal Canadian corporation Dairy Queen Canada Inc. (“DQC”). In addition, the following ADQ affiliate owns and operates DQ Grill & Chill® restaurants: DQ Training Restaurants, LLC (“DQTR”). The principal business address for USCI, DQF, DQGC and DQTR is the same as ADQ. The principal business address for DQC is 1111 International Boulevard, Suite 601, Burlington, Ontario, Canada L7L 6W1.

ADQ’s agents for service of process are disclosed in Exhibit A of this disclosure document.

Description of the Franchises Being Offered

ADQ offers franchises for the development of DQ Grill & Chill® restaurants. A DQ Grill & Chill® restaurant is a quick service food establishment with indoor seating (and outdoor, in certain locations) from which you will sell the full line of approved DQ® soft-serve, treat, food and beverage menu items, and which will be operated under the DQ®, DQ Grill & Chill® and other marks that ADQ may designate (the “Trademarks”).

ADQ offers single unit DQ Grill & Chill® franchises for “Street” locations, which are defined as freestanding, streetscape or strip mall locations with less than 500,000 gross leasable area. ADQ also offers a multiple unit development program for Street locations through a multiple trade area reservation agreement (“MultiTRA”). In certain unique circumstances ADQ also may permit a franchisee to operate a DQ Grill & Chill® location in captive venue (“Captive-venue”) locations, which are locations in shopping malls or centers (enclosed or open air, such as a lifestyle center) with a minimum of 500,000 square feet of gross leasable area, transportation terminals, hospitals, college and university facilities, parks and recreation areas, office buildings and other locations that cater to high volume walking traffic.

Due to the existence of various programs designed to increase unification in the franchised system, there will be DQ Grill & Chill® restaurants that do not look similar to your restaurant and may not have the same design requirements. However, except for unique circumstances, DQ Grill & Chill® restaurants will have the same trademarks, DQ® menu and business system as your DQ Grill & Chill® restaurant.

In connection with your authorized franchise, you will: (1) use ADQ's nationally recognized trademarks and service marks; (2) obtain access to the distinctive operational and management attributes of the DQ® system; (3) participate in ADQ's national and regional sales promotion programs; and (4) receive the benefits of association with a nationally recognized franchise system, including various forms of training, opening and operational assistance.

Single Unit Franchise

The single unit DQ Grill & Chill® franchise is a license to operate a single DQ Grill & Chill® restaurant at an authorized location under the terms of the operating agreement (also referred to as the franchise agreement) included in this disclosure document as Exhibit B.

ADQ may permit existing franchisees with a Street location to relocate their restaurants under ADQ's relocation policy. More details about the relocation policy are included Items 5, 6, 7 and 12. If you are a current franchisee of an existing DQ Grill & Chill® restaurant and ADQ is permitting you to relocate your restaurant under the relocation policy, you must sign the franchise agreement and the relocation addendum included in Exhibit B. The relocation policy is not applicable to Captive-venue locations.

If you are a current franchisee of an existing DQ Grill & Chill® restaurant that has a contractual right to renew the existing franchise at the end of its initial term, and you meet ADQ's qualifying criteria for renewal, you will be required to sign the franchise agreement and the renewal addendum included in Exhibit B.

Multiple Unit Franchises

ADQ also offers a multiple unit DQ Grill & Chill® franchise under the MultiTRA program to corporations, partnerships and other entities, but not to individuals.

Under the MultiTRA program, a franchisee establishes and operates a specific number of DQ Grill & Chill® restaurants at authorized locations within specific trade areas ("trade areas"). The franchisee must sign ADQ's then current franchise agreement for each DQ Grill & Chill® restaurant developed under the MultiTRA agreement, which franchise agreement may have different terms from the form of franchise agreement in this disclosure document. A franchisee granted a multiple unit franchise under the MultiTRA program is referred to as a MultiTRA franchisee and must sign the multiple trade area reservation agreement included in Exhibit D.

As further described in Item 12, a multiple unit franchisee will have certain, defined rights to certain trade areas during the term of a MultiTRA.

Conversion Programs

If you operate an existing Dairy Queen®/Limited Brazier® or Dairy Queen® soft-serve-only store and meet all of ADQ's qualifying criteria, ADQ may allow you to convert your store to a DQ Grill & Chill® restaurant by signing the franchise agreement and the applicable conversion addendum included in Exhibit C. The conversion addendum allows you to, among other things, carry over from your old agreement to the new agreement the continuing license fee for products made with soft-serve as an ingredient. Dairy Queen® soft-serve-only stores are different from the DQ® Treat franchise currently offered by ADQ because they are under franchise agreements entered into over 30 years ago and have no rights to carry any DQ® food items, although some may carry a limited number of non-system food items.

If you operate a DQ® location with a full non-system food ("NSF") menu and meet all of ADQ's qualifying criteria, ADQ may allow you to convert your store to a DQ Grill & Chill® restaurant by signing the franchise agreement and the NSF conversion addendum in Exhibit C. The conversion addendum allows you to, among other things, carry over from your old agreement to the new agreement the protected territory and the continuing license fee for products made with soft-serve as an ingredient.

Franchisees who are converting an existing Dairy Queen®/Limited Brazier® store, a Dairy Queen® soft-serve-only store, or an NSF store to a DQ Grill & Chill® restaurant are referred to as "conversion franchisees" and the locations are referred to as "conversions."

Market

Dairy Queen® products appeal to the general public, although certain products are targeted for particular customers. Your principal competition will be other quick service and fast casual food restaurants and specialty ice cream treat outlets, specialty fruit beverage (primarily smoothies), snack food, or treat establishments, including members of other regional and national chains and franchise systems. Sales of Dairy Queen® products may be seasonal in areas of the United States with cooler climates during part of the year. The market for quick service food restaurants, specialty ice cream treat outlets, and specialty fruit beverage, snack food and treat establishments is well developed and highly competitive.

Licenses and Permits

In addition to laws and regulations that apply to businesses generally, DQ Grill & Chill® restaurants are subject to various federal, state and local government regulations, including those relating to site location and building construction; privacy and data security; food and menu labeling; storage, preparation and sale of food and beverage products including packaging and certain ingredient restrictions (*e.g.*, those relating to trans fat); dairy and meat products; and health, sanitation and safety. ADQ strongly encourages you to investigate these regulations and other laws that may be applicable to your business before you purchase the franchise. It is your sole responsibility to abide by any applicable laws and regulations, and to obtain and keep in place all necessary licenses and permits.

Business of ADQ

ADQ's business includes administering its franchise system, establishing and conducting sales promotion programs for DQ® products, and providing various services to its franchisees (see Items 8 and 11). In addition, since ADQ's incorporation, ADQ has operated DQ® restaurants and stores on an interim basis. ADQ does not operate any company-owned DQ Grill & Chill® restaurants as of the date of this disclosure document, although, as explained further below, ADQ's affiliate, DQTR, owns and operates two DQ Grill & Chill® restaurants.

In addition to the franchise offered under this franchise disclosure document, ADQ offers franchises for other concepts through separate franchise disclosure documents:

- **DQ® Treat.** ADQ offers single unit franchises for the operation of DQ® Treat locations under the trade name DQ®/Dairy Queen® in Street locations and DQ®/Orange Julius® in Captive-venue locations. DQ® Treat locations sell Dairy Queen® soft-serve treat and beverage products and a limited number of approved food items.
- **Texas DQ® Restaurant.** Due to historical factors unique to Texas, ADQ offers single and multiple unit franchises in Texas for DQ® restaurants with a food menu different than the DQ Grill & Chill® food menu, which is called "Texas Country Food." The DQ® restaurant multiple unit franchises permit a franchisee to establish and operate a specific number of DQ® restaurants at authorized locations in Texas within a specific geographic or trade area under separate franchise agreements for each restaurant.

In November 2021, ADQ's affiliate, Orange Julius of America (OJA), transferred and assigned all of its right, title and interest in and to its Orange Julius® and other trademarks, as well as all of its right, title and interest in and to the Orange Julius® franchise system and existing Orange Julius® franchise agreements, to ADQ. Since that time, ADQ's business has included administering the Orange Julius® franchise system, establishing and conducting sales promotion programs for Orange Julius® products, and providing various services to Orange Julius® franchisees. ADQ is not offering or issuing any new Orange Julius® franchises. OJA was dissolved in December 2021.

In the past ADQ issued standard and urban territory franchises in the United States, which are territory franchises that allow the territory operator to develop the Dairy Queen®/Brazier® (and now DQ Grill & Chill®) and Dairy Queen®/Limited Brazier® businesses within a defined geographical area ("territory") through subfranchising to third parties. ADQ occasionally acquires a territory operator's interest in various restaurant and store franchise agreements through negotiated acquisitions of territorial subfranchising rights. Also in the past, ADQ issued Dairy Queen® soft-serve-only franchises (a store featuring approved Dairy Queen® soft-serve treat products which may or may not sell non-system food), Dairy Queen®/Limited Brazier® franchises (a store featuring approved Dairy Queen® soft-serve treat products and a limited number of approved food items), Dairy Queen®/Brazier® franchises (a restaurant featuring approved Dairy Queen® soft-serve treat products and a full menu of Brazier® food items), and Dairy Queen®/Fuel Center franchises (a franchise specifically offered for locations operated in conjunction with or adjacent to a fuel dispensing or travel business). For these franchises that ADQ no longer offers, there may be existing franchisees that were granted licenses under these franchise programs (including territory operators who continue to subfranchise).

ADQ's Affiliates

IDQ's business includes the limited sale of products (see Item 8) to the various franchise systems that its subsidiaries operate. DQF provides various services to franchisees, including the financing services described in Item 10. USCI acts as the "supply chain entity" and sources certain products and equipment (see Item 8) to the various franchise systems that IDQ's subsidiaries operate. DQGC provides gift card services to franchisees. IDQ, DQF, USCI and DQGC do not and have not issued franchises or conducted a company-operated DQ Grill & Chill® restaurant.

DQTR owns and operates two DQ Grill & Chill® restaurants in Minnesota, one of which serves as a training facility for ADQ personnel and franchisees. DQTR has conducted the DQ® business since June 2003. DQTR has entered into agreements with ADQ substantially similar to the form franchise agreement in place at the time for other franchised locations. These affiliate-owned restaurants are disclosed in Item 20. DQTR does not and has not issued franchises in any line of business.

ADQ has offered a number of international franchise programs over the years under the DQ®, Dairy Queen® and DQ Grill & Chill® trademarks, including an international territory program, an international multiple unit development program and an international store program.

DQC has conducted the Dairy Queen® business and issued various DQ® franchises in Canada since 1953. DQC holds exclusive area franchising rights in Canada through licensing agreements with ADQ, under which DQC exercises exclusive rights to license the registered trade name and DQ® trademark and certain other trademarks owned by ADQ. DQC issues franchises for DQ Grill & Chill® restaurants and DQ® Treat locations. While DQC no longer offers Dairy Queen®/Brazier®, Dairy Queen®/Limited Brazier® stores and Dairy Queen® soft-serve-only franchises, there may be existing franchised locations of these types.

The following table summarizes the franchises issued by ADQ and its affiliates that were operating as of December 31, 2022. Taking into account all the various franchise programs, the DQ® system includes over 7,240 DQ® restaurants and stores on a global basis.

| Company | Franchise Program | Period Franchises Offered | Number of Franchises operating as of 12/31/22 |
|---------|--------------------------------|---------------------------|---|
| ADQ | DQ Grill & Chill® | 1962 – Present | 1,965 ⁽¹⁾ |
| | DQ® Treat | 1962 – Present | 789 ⁽²⁾ |
| | Dairy Queen®/Fuel Center | 1990 – 1998 | 3 |
| | Brazier® Food Service Addendum | 1982 – Present | 15 ⁽³⁾ |
| | Texas DQ® Restaurant | 1980 – Present | 585 |
| | Standard Territory | 1962 – 1981 | 10 ⁽⁴⁾ |
| | Urban Territory | 1984 – 1993 | 1 ⁽⁴⁾ |

| Company | Franchise Program | Period Franchises Offered | Number of Franchises operating as of 12/31/22 |
|---------|---|---------------------------|---|
| | International Franchise Locations (outside the U.S. and Canada) | 1971 – Present | 2,269 |
| | Orange Julius® | 1963 – Present | 12 |
| | International Franchise Locations (outside the U.S. and Canada) | 1999 – Present | 0 |
| DQC | DQ Grill & Chill® | 1963 – Present | 482 ⁽⁵⁾ |
| | DQ® Treat | 1973 – Present | 195 ⁽⁶⁾ |
| | Orange Julius® | 1977 – Present | 15 |

- (1) Included in the total for DQ Grill & Chill® are 1,901 DQ Grill & Chill® restaurants and 64 Dairy Queen®/Brazier® restaurants. As the systems, menus and products for these two concepts has evolved, the distinction between them has diminished.
- (2) Included in the total for DQ® Treat are 334 Dairy Queen®/Limited Brazier® stores, 194 DQ® Treat stores, and 261 Dairy Queen® Soft-Serve-Only stores. As the systems, menus and products for these concepts has evolved, the distinction between them has diminished.
- (3) Territory operators that have a signed Brazier® food service addendum to their territory agreements are authorized to offer approved food products under the Brazier®, DQ Grill & Chill® and other related trademarks.
- (4) In addition to territory operators who were granted standard territory or urban territory franchises, other territory operators conduct the Dairy Queen®, Dairy Queen®/Brazier® or DQ Grill & Chill® business under older forms of franchise agreement, many of which were issued more than 30 years ago.
- (5) Included in the total for DQ Grill & Chill® are 480 DQ Grill & Chill® restaurants and 2 Dairy Queen®/Brazier® restaurants. As the systems, menus and products for these two concepts has evolved, the distinction between them has diminished.
- (6) Included in the total for DQ® Treat are 40 Dairy Queen®/Limited Brazier® stores, 104 DQ® Treat stores, and 51 Dairy Queen® Soft-Serve-Only stores. As the systems, menus and products for these concepts has evolved, the distinction between them has diminished.

Item 2: Business Experience

The following are the directors, principal officers and other individuals who will have management responsibility relating to the sale or operation of franchises offered under this disclosure document, and the principal positions and employers for each during the last five years.

Director, Chief Executive Officer and President: Troy A. Bader

Troy Bader has been a Director of ADQ since March 2008 and has been Chief Executive officer and President of ADQ since January 1, 2018. He served as ADQ's Chief Operating Officer – U.S. & Canada from January 2016 to December 2017 and Chief Operating Officer – U.S. from November 2011 to December 2015. ADQ and its affiliates have employed Mr. Bader in various other management positions since 2001, including as Chief Development and Legal Officer from January 2008 to October 2011.

Director, Executive Vice President, General Counsel, and Secretary: Shelly O'Callaghan

Shelly O'Callaghan has been a Director, Executive Vice President, General Counsel, and Secretary of ADQ since November 2011. ADQ has employed Ms. O'Callaghan in various management positions since 2010, including as Vice President and Assistant General Counsel from January 2010 to October 2011.

Director, Chief Operating Officer, US and Canada: Daniel J. Kropp

Daniel Kropp has been a Director, Chief Operating Officer, US and Canada since August 1, 2020. He served as Director, Chief Operating Officer, US between January 1, 2018 and July 31, 2020. From November 2011 through December 31, 2017, Mr. Kropp served as Executive Vice President - U.S. Operations. ADQ has employed Mr. Kropp in various other positions since 1996, including as Executive Vice President - Franchise Operations (East) from January 2010 to October 2011.

Executive Vice President, Marketing, U.S. and Canada: Maria Hokanson

Maria Hokanson has been Executive Vice President, Marketing, U.S. and Canada since August 1, 2020. She served as Executive Vice President, Marketing, U.S. between August 1, 2017 and July 31, 2020. Between November 2004 and July 2017, Maria held several roles within the marketing department for ADQ, including Vice President of Product and Brand Marketing (2015-17), Sr. Director of Product & Brand Marketing (2013-2014), Director of Marketing (2010-2013), Sr Manager (2008-2013) and Manager (2004-2008).

Executive Vice President of USCI: W. Scott Muyres

Scott Muyres has been Executive Vice President of USCI since January 2015. USCI or IDQ have employed Mr. Muyres in various positions since 1998, including as Vice President – Purchasing of USCI from May 2010 to December 2014.

Executive Vice President, Finance, and Accounting: Jeff Grund

Jeff Grund has been Executive Vice President, Finance, and Accounting since March 2023. He served as Vice President, Corporate Controller for ADQ from September 2019 through February 2023. Prior to joining ADQ, Mr. Grund served as the Chief Financial Officer for Omni Workspace from October 2018 to September 2019; as an independent consultant from May 2018 to September 2018; and as North American Controller for Pentair from 2009 to 2018.

Executive Vice President, Franchise Development: James P. Kerr

James Kerr has been Executive Vice President, Franchise Development of ADQ since December 2016. ADQ has employed Mr. Kerr since August 2008, including as Vice President – Franchise Development from August 2008 to December 2016. He will be retiring from ADQ on June 30, 2023.

Executive Vice President, Information Technology: Kevin Baartman

Kevin Baartman has been Executive Vice President, Information Technology since July 27, 2020. He served as Vice President - Information Technology between April 29, 2019 and July 26, 2020. From September 2001 to April 2019, he worked for Lund Food Holdings, Inc. as the Vice President, Information Services leading the Information Technology team and E-commerce Operations.

Vice President of Concept Support Services: Jolynn Fielder

Jolynn Fielder has been Vice President of Concept Support Services since May 2021. She served as Vice President of U.S. Franchise Operations, West from February 2017 through April 2021. ADQ has employed Ms. Fielder in various other positions since 1997, including as Area Vice President for the East Great Lakes area from July 2013 to February 2017 and as Director of PRIDE Check Consulting from February 2007 to June 2013.

Vice President of U.S. Franchise Operations, West: Roger C. Brewin

Roger Brewin has been Vice President of U.S. Franchise Operations, West since May 2021. He served as Vice President of U.S. Franchise Operations, East from July 2018 through April 2021 and Vice President of Concept Support Services from October 2015 through June 2018. ADQ has employed Mr. Brewin in various other positions since 2005 including as Area Vice President of Operations – Western Hemisphere from January 2012 to September 2015; Director of Concept Support Services from March 2007 to December 2011; and Business Consultant from June 2005 to February 2007.

Vice President of U.S. Franchise Operations, East: David Giacone

David Giacone has been Vice President of U.S. Franchise Operations, East since May 2021. He served as Vice President of Concept Support Services from July 2018 through April 2021. Mr. Giacone was employed as Director of Operations for the Texas Region from February 2017 through June 2018 and Director of Development Operations from 2013 to 2017. From 2011 to 2013, Mr. Giacone was Director of Operations for Fourteen Foods, Inc., a multi-unit franchisee of ADQ. From 2000 to 2011, Mr. Giacone held various field operation positions with ADQ.

Director of National Franchise Sales and Development, U.S. and Canada: Jennifer Rude

Jennifer Rude has been Director of National Franchise Sales and Development in the U.S. and Canada since February 2023. She served as a national franchise sales and development manager in the U.S. from November 2021 through January 2023, and as a franchise developer from July 16, 2014 through November 2021. ADQ has employed Ms. Rude in various other franchise development positions since 2006.

Item 3: Litigation

Pending Cases

Oakland Family Restaurants, Inc. and Lake Area Restaurants, Inc. v. American Dairy Queen Corporation (United States District Court, Eastern District of Michigan, Southern Division, #2:21-cv-12539-TGB-EAS, filed October 28, 2021). Plaintiffs, Dairy Queen® franchisees, have initiated this litigation seeking a declaratory judgment that ADQ must allow them to divide their respective territories and assign their existing 1965 agreement to multiple transferees, each for a separate portion of their territory, rather than requiring each transferee to sign ADQ's current form of franchise agreement. Additionally, Plaintiffs are claiming breach of contract resulting in monetary damages, promissory estoppel, attorney's fees and costs. ADQ has denied the claims. Discovery is ongoing.

LG2, LLC v. American Dairy Queen Corporation (United States District Court, District of Minnesota, #0:22-cv-01044, filed April 26, 2022). Plaintiff, a DQ franchisee, initiated this litigation seeking compensatory damages and a declaratory judgment that ADQ must allow Plaintiff to relocate its DQ business without being required to obtain ADQ's permission, sign ADQ's current form of franchise agreement, or change its menu. ADQ's system standards do not allow for the development of new, or relocation of, restaurants with Plaintiff's non-system food menu. Plaintiff alleges breach of contract and the implied covenant of good faith and faith dealing, and violation of the Minnesota Franchise Act. Additionally, Plaintiff is seeking injunctive relief, interest, attorney's fees and costs. In January 2023, the Court granted ADQ's motion to dismiss Plaintiff's claims under the Minnesota Franchise Act but denied ADQ's Motion to Transfer Venue. In response, Plaintiff filed a Motion for Leave to File First Amended Complaint, which is pending. ADQ denies the claims and will continue to vigorously defend itself.

D.Q.S.A., LLC dba Dairy Queen of Southern Arizona v. American Dairy Queen Corporation (United States District Court, District of Arizona, No: CV-22-00335-JGZ, filed July 29, 2022). Territory Operator D.Q.S.A commenced this action to enjoin ADQ from requiring it to enforce the purchase and installation of the Integrated Technology Platform (ITP), ADQ's required EPOS system, with its sub-franchisees. D.Q.S.A. claims that this requirement can only be enforced against the sub-franchisees in certain circumstances, such as a modernization of the restaurant, which is required every 10 years. D.Q.S.A. seeks a declaratory judgment stating that the relevant territory agreements and sublicense agreements only mandate installation of new equipment, including ITP, upon the earlier of the 10-year remodel, renewal of the sub-franchise, or transfer of the sub-franchised location. D.Q.S.A. also seeks an injunction enjoining ADQ from taking action against D.Q.S.A. relative to the enforcement of the ITP requirements. ADQ disputes these allegations and denies that the relevant contracts do not allow enforcement of the ITP requirements. The parties have filed cross-motions for summary judgment. ADQ will continue to vigorously defend against the claims.

Concluded Cases

Richard J and Kazuko Kunz, Bruce D. and Patricia J. Lahm vs. American Dairy Queen Corporation and International Dairy Queen, Inc. (State of Minnesota District Court, Hennepin County, Fourth Judicial District, #27-CV-13-922, filed January 15, 2013). The plaintiffs initiated this action claiming that ADQ improperly increased or “flexed” franchisees sales promotion fees to levels greater than what was permitted under the franchisees’ franchise agreements. The named-plaintiffs in the action were seeking class certification on behalf of themselves and other similarly-situated franchisees along with: (1) a declaratory judgment that ADQ does not have the right to flex the franchisees’ sales promotion fee payments; (2) an order enjoining ADQ from, in the future, flexing the franchisees’ sales promotion fee payments in a manner that is not expressly permitted by the applicable franchise agreements; (3) a judgment for damages that the franchisees have suffered as a result of ADQ flexing the franchisees’ sales promotion fee payments; and (4) costs, disbursements, and reasonable attorney’s fees. ADQ and IDQ filed an answer denying plaintiffs’ claims and opposing class certification. Among other things, ADQ and IDQ asserted that they expended all sales promotion fees for their intended purpose, namely, sales promotion activities in the franchisees’ Designated Marketing Area (“DMA”) and that all of the “flexed” sales promotion fees were allocated to the marketing budget for the franchisees’ respective DMAs and expended at the DMA level in accordance with the DMAs’ marketing plans for each marketing year. In or about November 2013, the parties reached a settlement agreement under which ADQ agreed to reimburse plaintiffs the amount of their “flexed” sales promotion fees for the period January 1, 2006 through December 31, 2010. As part of the settlement, ADQ is entitled to recover the amounts it reimbursed the plaintiffs from future sales promotion fees paid by them.

Timothy A. and Amy Lefevre, Dairy Queen of Bainbridge, Jerry Chabrian, Lavern Engelman, Ken Fugett, Thomas and Karyl Cleary, Thomas E. Klein and MAR-KA, Inc. vs. American Dairy Queen Corporation and International Dairy Queen, Inc. (American Arbitration Association, No. 002-8DF-9JF, filed January 15, 2013). The plaintiffs initiated this arbitration claiming that ADQ improperly increased or “flexed” franchisees’ sales promotion fees to levels greater than what was permitted under the franchisees’ franchise agreements. The plaintiffs in the action sought class certification on behalf of themselves and other similarly-situated franchisees. Plaintiffs also included claims for breach of contract and the implied covenant of good faith and fair dealing, conversion, and violations of the Minnesota Franchise Act and sought declaratory and injunctive relief, and damages and legal costs. On or about September 10, 2014, the parties reached a settlement agreement under which ADQ agreed to reimburse any franchisees that were incorrectly flexed the amount of their “flexed” sales promotion fees for an agreed upon number of years. As part of the settlement, ADQ is entitled to recover the amounts it reimbursed the franchisees from future sales promotion fees paid by them. ADQ also agreed to allow the Dairy Queen Operators Association, at its own expense, to audit ADQ’s flexing decisions for the next 5 years.

Rodney Johnson and Food Ventures, Inc. vs. American Dairy Queen Corporation (American Arbitration Association, No. 01-16-0005-3571, filed December 9, 2016). Claimants, a DQ Grill & Chill franchisee and its owner, initiated this arbitration claiming that ADQ unlawfully encroached upon their franchise by franchising another DQ Grill & Chill restaurant in what they allege is too close a proximity to their restaurant. Claimants alleged that the encroachment caused

a decline in their restaurant's sales and profitability. They claimed that ADQ's actions violated the Washington Franchise Investment Protection Act and the Washington Consumer Protection Act and alleged breach of contract, breach of the implied covenant of good faith and tortious interference with business expectancy. On August 5, 2017, the parties entered into a settlement agreement under which claimants are allowed to pay ADQ a reduced royalty fee and advertising fee for set periods and avoid the modernization requirement for the next transfer of the franchise since the restaurant recently had been remodeled to current image. ADQ also paid claimants \$25,000.

American Dairy Queen Corporation. vs. Universal Investment Corporation f/k/a Neos Corporation (United States District Court, Western District of Wisconsin, No: 16-cv-323, filed May 16, 2016). ADQ commenced this action against the defendant franchisee seeking a declaratory judgment that ADQ properly terminated defendant's franchise agreement after defendant failed to comply with numerous contractual requirements and then failed to timely cure its defaults of the franchise agreement after notice from ADQ. ADQ also sought injunctive relief and damages under the Lanham Act for defendant's infringement of ADQ's trademarks. Defendant counterclaimed against ADQ alleging claims for violation of the Wisconsin Fair Dealership Law, tortious interference with contract, and several counts of intentional breach of contract. On August 25, 2017, the court granted ADQ's motion for partial summary judgment and dismissed defendant's claim for tortious interference. The parties settled the remaining claims on December 11, 2017 with defendant agreeing to relinquish any remaining rights he may have to use ADQ's trademarks and systems under, and to the termination of, his franchise agreement and the territory agreements for four territories in Iowa in exchange for a mutual release of claims and a payment of \$425,000 from ADQ.

M & M Petroleum Too, Inc. vs. American Dairy Queen Corporation (American Arbitration Association, #01-19-0003-3181, filed October 18, 2019). ADQ terminated Petitioner's franchise rights effective October 21, 2019 for failure to submit accounts receivable balances, store monthly reports and fees and other documents contractually required under the Operating Agreement to be submitted to ADQ. Petitioner alleged wrongful termination and requested a stay of the termination pending a determination of Petitioner's rights under the Operating Agreement. Petitioner also claimed damages for breach of contract and attorneys' fees. ADQ denied Petitioner's claims and counterclaimed for breaches of the operating agreement. The parties reached a settlement on March 12, 2020 under which they agreed to terminate the operating agreement effective April 15, 2020 and both parties agreed to waive their claims for damages, including ADQ's claims for any unpaid fees owed by Petitioner.

White Enterprise, Inc. vs. American Dairy Queen Corporation (American Arbitration Association, Case No. 01-20-0000-3584, filed January 30, 2020). Claimant commenced this action January 30, 2020 alleging a breach of contract and implied covenant of good faith and fair dealing. In addition, Claimant seeks a declaratory judgment requiring ADQ to provide Claimant with the full benefits of ADQ's sales promotion program including point-of-sale and other store-level materials without the requirement of pledging to the higher national marketing fund commitment level. The parties reached a settlement on May 15, 2020 under which they agreed that, effective January 1, 2021, Claimant shall pay to ADQ a sales promotion fee of 2.5% of gross sales and ADQ shall provide

Claimant with the full benefits available under the National Marketing Fund ("NMF") or any equivalent marketing program ADQ may make available to U.S. franchisees in the future.

Actions Involving the Franchise Relationship

In the fiscal year ended December 31, 2022, ADQ or its affiliates were parties to the following actions involving the franchise relationship:

No litigation is required to be disclosed in this Item.

Item 4: Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5: Initial Fees

Initial Franchise Fee

You must pay ADQ a \$45,000 initial franchise fee for a single franchise. The franchise fee is due when you submit a franchise application, which is included in this disclosure document as Exhibit E. You do not pay an initial franchise fee if you are a conversion franchisee or an existing franchisee relocating a restaurant under ADQ's relocation policy.

In addition, you must pay ADQ an initial franchise fee when you sign a franchise agreement for each DQ Grill & Chill® restaurant you develop under a MultiTRA. The amount of the initial franchise fee will vary depending upon the number of restaurants you are granted the right to develop within your trade areas, your restaurant or retail management experience, the services ADQ and its affiliates will provide to you, and other factors like the market for DQ® products and the local economic conditions within your development or trade area. ADQ estimates that you will pay an initial franchise fee of up to \$45,000 per restaurant, although the initial franchise fee could vary depending on the factors described above.

The initial franchise fee is refundable in full without interest only if ADQ does not approve your application or you submit written notification to ADQ to cancel your application prior to ADQ's final approval. The initial franchise fee is refundable in the following instances, minus a cancellation fee of the greater of \$10,000 or ADQ's expenses: (1) if you withdraw your application after ADQ has approved it; (2) if your required training attendees fail to successfully complete the training program and your approval is cancelled (see Item 11 for information on required training attendees); (3) if your site is not designated and ADQ does not consent to the site within 90 days after the date ADQ approves your application; or (4) if you have not commenced construction within 180 days from the franchise agreement effective date. In these instances, ADQ has the right to cancel any agreements that have been signed with ADQ without opportunity to cure.

ADQ may charge a reduced, non-refundable initial franchise fee in certain situations, including: (1) when a franchisee is opening a franchise in a previously closed location; (2) certain Captive-venue locations, including those in airports, colleges and universities, and with certain national food service operators specializing in providing food service in these types of locations; and (3)

for operators with multiple DQ® locations who have developed one or more new franchises with ADQ in the past five years, who have an ADQ certified multi-unit operator training program, and have a full time construction supervisor on staff.

Neither ADQ nor its affiliates finance any part of an initial franchise fee.

Multiple Unit Franchise Fees

MultiTRA Franchisee

If you are a MultiTRA franchisee, in addition to the initial franchise fee due for each restaurant developed under the MultiTRA, you must pay ADQ an initial franchise fee deposit of \$10,000 per restaurant you are granted the right to develop, which is due when you sign the MultiTRA. The MultiTRA initial franchise fee deposit will vary depending upon the number of restaurants you are granted the right to develop. Once ADQ signs the MultiTRA, the initial franchise fee deposit is nonrefundable. ADQ will credit \$10,000 of the MultiTRA initial franchise fee deposit against the initial franchise fee to be paid under each franchise agreement.

Other Fees and Payments Made to ADQ or Its Affiliates Prior to Opening

You must pay ADQ a fee of \$200 for each training attendee to take the management training readiness assessment (“MTRA”) and an additional \$200 for each retake or repeat of the assessment. Therefore, the amount ADQ receives for your three required training attendees to take the MTRA is \$600, or more depending on the number of times a person attends and how many additional people attend the MTRA. See Items 7 and 11 for details on the MTRA.

In certain circumstances, you may be required to pay other fees or amounts to ADQ or its affiliates prior to opening. If you pay a reduced or no initial franchise fee, you may be required to pay ADQ fees that otherwise are included in the initial franchise fee, such as training fees, a prototype design fee, a construction consultation fee and opening services fees. See Item 7 for details.

Item 6: Other Fees

OTHER FEES

| Type of Fee | Amount ⁽¹⁾ | Due Date ⁽⁶⁾ | Remarks |
|--|--|---|--|
| Continuing License Fee | 4% of Gross Sales Conversions and relocations, see footnote ⁽²⁾ | On or before the 10 th day of each month for the previous month | “Gross Sales” means the total revenues and receipts from the sale of all products sold by your restaurant, whether paid for by cash, credit, gift card or otherwise, including sales of all products under any of the Trademarks (as defined in Item 13) as well as sales of other products, services and merchandise, whether or not identified by other brand names, and excluding sales taxes and revenues and receipts arising directly from the sale of gift cards. ADQ may reduce the continuing license fee for specialty Captive-venue locations that charge admission or ticket for entrance, such as airports and sports stadiums. |
| Sales Promotion Program Fee | 5% - 6% of Gross Sales Conversions and relocations, see footnote ⁽³⁾ | On or before the 10 th day of each month for the previous month ⁽⁶⁾ | ADQ has the right to determine the percentage you must pay within the range, without regard to the sales promotion program fees paid by other DQ® restaurants and stores, and will let you know at least 90 days in advance of any fee adjustment. ADQ may reduce the sales promotion program fee for specialty Captive-venue locations that charge admission or ticket for entrance, such as airports and sports stadiums. |
| Operational Program Fees | Will vary under circumstances | When due | You must pay fees for any costs associated with administering programs established by ADQ in connection with operational programs and initiatives implemented generally for the DQ® system. |
| Transfer Fee (for franchise agreement) | \$5,500 ⁽⁴⁾ | When you submit transfer application | Effective January 1, 2025, and each 5 years thereafter, the transfer fee increases by \$500. If ADQ refuses to consent to your proposed transfer or exercises its right of first refusal, ADQ will return the transfer fee, less any actual expenditures or disbursements that ADQ makes in direct connection with processing the proposed transfer. |

| Type of Fee | Amount ⁽¹⁾ | Due Date ⁽⁶⁾ | Remarks |
|--|---|---|--|
| Renewal Fee (for franchise agreement) | \$22,500 | At time of renewal | |
| Audit and Recordkeeping Costs | Your contractual percentage continuing license fees and percentage sales promotion program fees times the amount of understated Gross Sales, plus any other amounts owed to us | After audit revealing understatement of Gross Sales by 3% or more | If an initial evaluation or audit reveals an understatement of Gross Sales by 3% or more, you must pay all costs for the audit, including salaries, outside accountant and attorneys' fees, copying costs, postage, travel, meals, and lodging ("audit costs"), plus audit costs for any additional audits within 2 years after the initial evaluation or audit. |
| Termination Fee (for franchise agreement) | One of the following: (1) Two times the continuing license fee due for the last 12 months of active operations; (2) If the location did not operate for a full 12 months, 24 times the average monthly continuing license fee when location was open; or (3) If less than 24 months remain on the franchise agreement, the number of months remaining, times the average monthly continuing license fees due for the last 12 months of active operations. | Upon termination | Applies if ADQ terminates your franchise agreement for default. Does not apply if your initial franchise fee is refunded under the circumstances described in Item 5. |
| Interest Expenses | 18% per annum or the maximum contract rate permitted by governing law | When due | Applies to past due payments payable to ADQ. |
| Late Fees | \$50 per delinquent report or payment | When due | ADQ has the right to require you to pay a service charge for each delinquent report or payment. |

| Type of Fee | Amount ⁽¹⁾ | Due Date ⁽⁶⁾ | Remarks |
|---|---|--|---|
| Additional Training Fees | Will vary based on circumstances ⁽⁵⁾ | When incurred | You must at all times have a designated manager and two assistant managers that have completed ADQ's training requirements. If your designated manager or assistant managers leave, you must replace them with a new manager that has completed ADQ's training requirements. |
| Gift Card Program Fees | Currently, 3% of total gift card redemptions | When incurred | Gift card program fees are allocated based on a shared cost model between franchisees and the national marketing fund ("NMF"). Currently, franchisees pay fees equaling 3% of total gift card redemptions, which ADQ estimates will be about \$200 per year per location. NMF covers the balance of the gift card program's costs. In the future, the percentage allocation of costs between franchisees and NMF may change. |
| Costs and Attorneys' Fees | Will vary under circumstances | When incurred | You must pay ADQ for its costs and attorneys' fees in obtaining injunctive or other relief for the enforcement of the franchise agreement. |
| Training Materials | \$150 - \$500 | As materials are provided | ADQ has the right to require you to periodically purchase certain restaurant training materials for use with your employees. These may include DVDs, CDs, written publications and other items. |
| Training Cancellation or Trainee Substitution Fee | \$100 - \$1,000 | Upon cancellation or substitution of new trainee | Fees for cancelling training are: \$150 for cancelling phase 1 and 2 more than 14 days before the training class; \$750 for cancelling phase 1 and 2 fourteen or less days before the training class; \$1,000 for cancelling phase 3 fourteen or less days before the training class. If you pay training tuition for the attendee, ADQ will withhold the cancellation fee from your refund. If you pay an initial franchisee fee and the tuition is included, you must pay the cancellation fee to ADQ. You must pay a trainee substitution fee of \$100 if you substitute a new individual to attend training less than 14 days before a training class. |

(1) Except where otherwise noted, all fees are payable to ADQ or one of ADQ's affiliates, are uniformly imposed, and are nonrefundable.

- (2) If you are a conversion franchisee who signs the NSF conversion addendum in Exhibit C, you pay the same continuing license fee on soft-serve products as in your existing DQ® franchise agreement. You do not pay a continuing license fee on food menu products for the first 36 full months after the effective date. Starting with the 37th full month, you must pay a continuing license fee of 4% of “Food Sales” minus “Base Food Sales.” Food Sales and Base Food Sales are defined in the NSF conversion addendum.

If you are a conversion franchisee who signs the soft-serve only or limited system food conversion addendum in Exhibit C, you will carry over your continuing license fee for DQ® soft-serve products (*i.e.*, keep the same rate as your Dairy Queen®/Limited Brazier® or soft-serve only agreement for these products) and pay 4% of gross sales for all other products.

If you are relocating a restaurant under ADQ’s relocation policy, you will carry over your continuing license fee from your existing franchise agreement for years 1-5 of the new franchise agreement. For years 6-10, your continuing license fee will be the mid-point between the continuing license fee in effect for years 1-5 and 4%. For example, if you paid 2% of Gross Sales for years 1-5, then you must pay 3% of Gross Sales (the mid-point between the 2% and 4%) as a continuing license fee for years 6-10. For year 11 through the remainder of the franchise agreement, you must pay 4% of Gross Sales, as detailed in the table above.

- (3) If you are a conversion franchisee who signs the NSF conversion addendum, you pay a sales promotion program fee of the greater of (1) the sales promotion program fee in your existing franchise agreement; or (2) the following amounts:

Months 1–24 after conversion: 1% of Gross Sales, but not less than \$5,000 annually
Months 25–48 after conversion: 1.5% of Gross Sales, but not less than \$6,500 annually
Months 49–72 after conversion: 2% of Gross Sales, but not less than \$8,000 annually
Months 73–96 after conversion: 2.5% of Gross Sales, but not less than \$9,500 annually
Months 97–120 after conversion: 3% of Gross Sales, but not less than \$11,000 annually
Months 121 forward: 3.5% of Gross Sales or the then current NMF rate

If you are relocating a restaurant under ADQ’s relocation policy, for years 1-5 of the new franchise agreement you must pay the sales promotion program fee in your current franchise agreement but not less than 3.5%. For years 6-10, you must pay the sales promotion program fee in your current franchise agreement but not less than 4%. For years 11 through the remainder of the term of the franchise agreement, you must pay the sales promotion program fee of 5-6% of Gross Sales, determined as disclosed in the table above.

- (4) The MultiTRA is not transferrable, so no transfer fee applies to the MultiTRA.
- (5) See Item 11 for more information regarding ADQ’s training requirements.
- (6) If you pay or report late, ADQ may require you to remit amounts due through a weekly payment program. You must pay all business debts, liens and taxes promptly when due. If you do not, ADQ may pay them and is entitled to immediate reimbursement from you.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount⁽¹⁾ | Method of Payment | When Due | To Whom Payment Is to Be Made⁽²⁾ |
|--|-----------------------------|---|---------------------------------------|--|
| Initial Franchise Fee ⁽³⁾ | \$45,000 | Lump sum | When submit franchise application | ADQ |
| ALTA Survey ⁽⁴⁾ and/or Site Investigation Report (SIR) | \$0 \$5,000 | Lump sum | As incurred in site selection process | Third party suppliers |
| Initial Training Fees and Costs ⁽⁵⁾ | \$1,200 \$11,800 | Lump sum | Prior to training | ADQ or third party suppliers |
| Travel and Living Expenses for Training Programs ⁽⁶⁾ | \$23,000 \$42,950 | Lump sum | As incurred during programs | Transportation companies, hotels and restaurants |
| Building, Construction and Leasehold Improvements ⁽⁷⁾ | \$800,000 \$1,400,000 | As incurred | Prior to opening | Landlord, third party suppliers and contractors |
| Construction Consultation Services ⁽⁸⁾ | \$0 \$7,500 | Lump sum | Prior to consultation | ADQ |
| Building Plans, Design Intent Plans and Architectural Seal ⁽⁹⁾ | \$15,000 \$45,000 | Lump sum | As incurred | ADQ or third party suppliers |
| Equipment (includes signs and point-of-sale systems) ⁽¹⁰⁾ | \$550,000 \$700,000 | Lump sum, or down payment with balance financed | Usually upon placement of order | Third party suppliers |
| Training Inventory ⁽¹¹⁾ | \$6,000 \$16,000 | Lump sum | Prior to opening | Third party suppliers |
| Opening Inventory | \$15,000 \$35,000 | Lump sum | Prior to opening | Third party suppliers |
| Utility Deposits, Business Licenses and Government Charges ⁽¹²⁾ | \$4,000 \$17,000 | Lump sum | Prior to opening | Third party suppliers; local municipality |
| Attorneys' Fees ⁽¹³⁾ | \$1,000 \$8,000 | Lump sum | As incurred | Attorney |

| Type of Expenditure | Amount ⁽¹⁾ | Method of Payment | When Due | To Whom Payment Is to Be Made ⁽²⁾ |
|---|-------------------------------|-------------------|----------------------------------|---|
| Additional Funds - 3 Months ⁽¹⁴⁾ | \$51,000 \$198,000 | As incurred | Prior to opening and as incurred | ADQ and its affiliates; employees; or third party suppliers |
| TOTAL ⁽¹⁵⁾⁽¹⁶⁾ | \$1,511,200.00 \$2,531,250.00 | | | |

- (1) The initial investment amounts do not include the cost of land, and the amounts in several categories will vary depending on building size, whether you lease or own the space or building, and whether you are a new or conversion franchisee, among other factors.

The MultiTRA initial franchise fee deposit is not included in the total above. The MultiTRA initial franchise fee deposit is determined by multiplying the number of DQ Grill & Chill® restaurants you are granted the right to develop by \$10,000. When a MultiTRA franchisee pays the initial franchise fee for each DQ Grill & Chill® restaurant developed under the MultiTRA, \$10,000 will be deducted from the initial franchise fee owed (for example, the initial franchisee fee due from the MultiTRA franchisee at the time of this disclosure would be \$45,000 - \$10,000 = \$35,000). The MultiTRA initial franchise fee deposit is due to ADQ upon execution of the MultiTRA and is nonrefundable.

- (2) Except where otherwise noted, all fees paid to ADQ or its affiliates are nonrefundable. Third party lessors, contractors, and suppliers determine if payments to them are refundable.
- (3) See Item 5 for conditions when the initial franchise fee is refundable, or when you may pay a reduced or no initial franchise fee in certain circumstances.
- (4) In some cases, ADQ may require you to submit an ALTA survey for your proposed franchise site in connection with, and before ADQ will approve, your application for a franchise. An ALTA survey is a land survey completed by a third-party surveyor to the standards adopted by the American Land Title Association (ALTA) and the American Congress on Surveying and Mapping (ASCM). The cost for the survey will depend upon a number of factors including the location, size, type and condition of the lot. ADQ also may, but is not obligated to, obtain a site investigation report (“SIR”) for your proposed project, which may include information related to zoning, permitting, parking and loading, signage, environmental, traffic and roadway, utility and other site related requirements, restrictions and processes. If ADQ obtains an SIR for your project, it is doing so for its own information and purposes. ADQ may, but it is not obligated to, share the SIR or certain information from the SIR with you.
- (5) There are three required components to training: (1) the MTRA; (2) SERVSAFE certification; and (3) ADQ’s training program, which is made up of three phases. The MTRA costs \$200/person, a SERVSAFE course costs about \$200-\$400/person, and ADQ’s training program costs \$3,600/person. If you are a current franchisee that already has at least one existing DQ Grill & Chill® location open and operating for a minimum of two years and you are developing an additional restaurant under ADQ’s additional restaurant development (ARD) program, you may be permitted to have training candidates with a certain level of experience and operational approval test out of Product and Equipment Training (phase 1), in which case the cost of the remaining

phases of ADQ's training program is \$2,300/person, or test out of both Product and Equipment Training, and Service, Management and Financial Basics Training (phases 1 and 2), in which case the cost of the remaining phase of ADQ's training program is \$1,000/person. If you pay the full initial franchise fee, you can send three people to ADQ's training program without paying a training fee.

The low end of the range assumes you pay for three people to take the MTRA and obtain SERVSAFE certification. The high end of the range assumes you pay for three people to take the MTRA, obtain SERVSAFE certification and attend all three phases of ADQ's training program. If all people required to attend training do not pass People, PRIDE, and Profit Training (phase 3) within six months after phase 2 completion, you must pay an additional \$1,000/person for phase 3 completion.

The MTRA fee is nonrefundable. If a training attendee cancels a scheduled MTRA more than one business day before the scheduled MTRA, the MTRA fee will be applied to the next scheduled MTRA for that attendee. If a training attendee fails to cancel at least one business day before the scheduled MTRA or fails to appear at the testing facility, the MTRA fee will be forfeited.

If you enter into a MultiTRA and pay the applicable initial franchise fees, ADQ's training program is provided at no additional cost for all people initially required to attend from only your first and second restaurants developed under the MultiTRA. For any additional people or for subsequent DQ Grill & Chill® restaurants, you are responsible for ADQ's then-current training program fee.

In limited instances, you may be required to pay ADQ a fee for on-site pre-opening and opening assistance. Availability of this assistance is at ADQ's discretion, and you must pay for the full opening program as determined by ADQ. The fee is approximately \$800 per day, per person that provides assistance, which is due prior to the time the on-site pre-opening and opening assistance is rendered. The total due can vary widely, depending on various factors such as your and your crew's level of experience, the number of ADQ personnel providing assistance, and the extent and duration of assistance provided.

If you relocate a restaurant under ADQ's relocation policy, you are required to meet the then-current minimum training requirements for new DQ Grill & Chill® restaurants. For those training items listed in this table (all phases of ADQ's training program, the MTRA, and a SERVSAFE course) for which your management team is not in compliance, you must comply and pay all associated fees described in this Item 7.

- (6) The total amount of travel and living expenses will vary depending on the number of training attendees and the types of training completed by your training attendees; these estimates assume you send three people to all three training components. ADQ estimates you will pay approximately \$0 - \$250/person for the MTRA (the MTRA is generally available at locations reasonably close to prospective franchisees), \$0 - \$400/person for a SERVSAFE course, and \$7,550 - \$14,000/person for all phases of ADQ's training program.

If you enter into a MultiTRA, your costs will be higher because you need to send your "Designated Supervisory Executive" and at least one "Supervisor" (as these terms are defined in Item 15) to training.

- (7) This estimate is for site work and building construction, but excludes the cost of land. If you lease your facility, estimated costs range from \$350,000 to \$500,000 or more, and if you own your facility, estimated costs range from \$600,000 to \$980,000 or more. ADQ typically does not provide

the land necessary for restaurants. You must allow for the initial cash outlays and long term investment obligations necessary to acquire land and construct a building for your restaurant. If you purchase land, your investment for land generally will range from \$250,000 to \$800,000, depending on many variables including the size of the property and land prices in your geographic market. The cost of your site work and building construction will depend in large part on the size of the building you select and other factors. Currently ADQ has three prototypical freestanding building models, the Next Gen Core 34, the Next Gen Core 46 and the Next Gen Core 60. The Next Gen Core 34 is 1,938 square feet, seats approximately 34, and requires a minimum lot size of 25,830 square feet. The cost of the site work and building construction for the Next Gen Core 34 generally ranges from \$800,000 to \$1,100,000 or more. The Next Gen Core 46 is 2,208 square feet, seats approximately 46, and requires a minimum lot size of 32,026 square feet. The cost of the site work and building construction for the Next Gen Core 46 generally ranges from \$800,000 to \$1,200,000 or more. The Next Gen Core 60 is 2,396 square feet, seats approximately 60, and requires a minimum lot size of 36,222 square feet. The cost of the site work and building construction for the Next Gen Core 60 generally ranges from \$900,000 to \$1,400,000 or more. The actual cost for site work and building construction depends on many variables, including restaurant location and lot size; site improvement costs; soil and environmental conditions; federal, state and local building codes and fees; health department requirements; local labor costs; union labor requirements; materials; interest costs; inflation and other factors. You also may choose to add approved options to your restaurant that are not required, such as adding rear storage. Acquisition costs may be beyond the ranges identified above in certain cases or localities. Down payment requirements and initial financing or commitment expenses are negotiated individually and vary too widely to be realistically predicted.

If you lease the land or building for your restaurant, the initial cost of leasehold improvements to a leased building may be more, depending on many variables including restaurant size, condition of existing space, demolition and landscaping, building code requirements and fees, as well as those factors listed in the paragraph above. The rental payments you make over the term of the lease will likely total an amount equal to or greater than the total investment you would have made if you had purchased the land and building for your restaurant.

Payments for real property, leaseholds and construction ordinarily are not refundable, except possibly security deposits made with lessors. Investment obligations beyond the initial cash outlay requirements will be necessary and you may finance these and other obligations at your discretion. Market forces will determine loan repayment totals, interest rates and payments on borrowings at the time of any transaction.

- (8) ADQ requires that it consult with and assist you on all preopening construction and equipment installation for the franchised premises, and that you sign the construction consultation services agreement included in this disclosure document as Exhibit H; if you are a multi-unit operator who pays a reduced initial franchise fee as described in Item 5, you will receive a reduced level of services. ADQ will not provide this service for projects for which you do not retain the services of a general contractor licensed to work in the city and state in which the project is located. ADQ will not charge the construction consultation services fee if you pay the full initial franchise fee, but you must pay this fee if you pay a reduced or no initial franchise fee (for example, as a conversion franchisee, or if you relocate your restaurant under ADQ's relocation policy). You are responsible for any additional costs due to delays or complications beyond ADQ's control, and for any deviations or escalations in any leasehold improvements or construction costs, including any additional costs to comply with all federal, state, or local requirements.

- (9) If you lease your facility, estimated costs range from \$15,000 to \$30,000 or more, and if you own your facility, estimated costs range from \$15,000 to \$45,000 or more. ADQ will provide you with design criteria information to assist you, your architect and engineers in preparing building plans for your restaurant. ADQ will not prepare building plans for you, but will make available prototypical design intent plans for freestanding DQ Grill & Chill® restaurants. You must sign the design services agreement attached as Exhibit G to receive ADQ's prototypical design intent plans. ADQ will provide one document set to you at no cost if you pay the full initial franchise fee, but you must pay the \$3,000 fee if you pay a reduced or no initial franchise fee. ADQ's prototypical design intent plans for freestanding DQ Grill & Chill® restaurants are designed to meet Minnesota Building Code. If you use these plans, you must, at your expense, conform them to local, state and federal laws and building code requirements, including the Americans With Disabilities Act. These plans are valid for 6 months from date of issuance.

The building plans must be full architectural, structural, mechanical, electrical, plumbing, final site and grading plan and food service drawings showing equipment layout, manufacturer and model numbers and bearing the seal of a registered architect in the state where your restaurant will be located. You must submit your building plans for ADQ's approval before you begin construction. ADQ must approve in writing any proposed alterations to design intent plans, design criteria information or previously approved building plans. Further, if your local architect makes any revisions to ADQ's prototypical design intent plans or design criteria information, those revisions become the property of ADQ and its affiliates, and ADQ and its affiliates have the right to use those plans in any manner in the future.

- (10) Your investment in equipment and fixtures is highly variable for your restaurant. The investment depends to a great extent on the size of the building and whether you lease or own. For instance, if you own the land or building, equipment costs for a Next Gen Core 34 building generally range from \$575,000 to \$625,000, for a Next Gen Core 46 building generally range from \$625,000 to \$650,000, and for a Next Gen Core 60 building generally range from \$640,000 to \$665,000. If you are a conversion franchisee or you are re-franchising a location, you should assume that your equipment costs will be similar to those required for a new build. The investment also depends on the location of your restaurant, the anticipated traffic through the restaurant, local labor costs, current prices charged by equipment suppliers, discretionary expenditures, inflation, financing costs and similar factors beyond ADQ's or your control. You also may choose to add some approved options to your restaurant that are not required, such as additional seating packages.

Equipment payments generally are not refundable. Investment obligations beyond the initial cash outlay requirements will be necessary and you may finance at your discretion. Market forces will determine loan repayment totals and interest on borrowings will be determined by market forces at the time of any financing transaction.

- (11) You must purchase the training inventory used by you and your employees at your restaurant during ADQ's on-site opening assistance.
- (12) This amount includes utility and security deposits and business licenses. Deposits are generally refundable, but license fees are not. You may be required to submit an impact study to a local government agency to receive necessary local permits and approvals for your restaurant. These estimates may be significantly higher in some unique jurisdictions where local authorities may require fees in excess of \$100,000 for electrical, sewer/water and other miscellaneous connections.
- (13) This amount is an estimate for attorneys' fees in connection with your purchase of the franchise and purchase or lease of the franchised premises.

- (14) This amount is projected to cover initial operating expenses for one restaurant for three months, such as managerial salaries, rent, debt service, local advertising, taxes, freight, office expenses, security, Payment Card Industry (“PCI”) compliance, monthly service and support fees related to components of the EPOS system, credit card processing, internet connection, and authorized music systems, but you may have additional expenses starting the business. This amount does not include hourly labor or food costs beyond the opening inventory costs listed. The high end of this amount assumes that you enter into a MultiTRA and hire a Designated Supervisory Executive. Your costs will depend on factors such as adherence to ADQ’s systems and procedures, management skills and experience, business acumen, local economic conditions, the local market for DQ® products, competition, employee compensation, the number of employees, and the sales level reached during the initial period.
- (15) This total is an estimate of your initial investment for a single, new DQ Grill & Chill® restaurant (not including land and non-standard improvement costs) or your first restaurant under a MultiTRA, and is based on ADQ’s estimate of nationwide average costs, market conditions prevailing as of the date of this disclosure document, and ADQ’s and its predecessors’ experience in the business since 1940. If you are a multiple unit franchisee, the total initial investment for subsequent restaurants you develop under the MultiTRA will likely be higher due to inflation and other economic factors. You should review this amount carefully with a business advisor before making any decision to enter into a franchise agreement, or MultiTRA. For determining your initial cash position, you should anticipate that local lending institutions ordinarily require a 20% equity position on all leasehold improvements and possibly 25% on all equipment.

ADQ cautions you to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and local market conditions, which can be highly variable and can result in substantial, rapid and unpredictable increases in costs. You must bear any deviation or escalation in costs from the estimates in this Item 7 or estimates that ADQ gives during any phase of the development process.

- (16) If you are converting an existing building for use as a DQ Grill & Chill® restaurant, you may not incur all of the expenses listed in this Item 7. Conversion costs may vary significantly, depending on the type and condition of the facility, the prior use of the building, and other costs that might be incurred to rectify deferred maintenance issues or to make other facility upgrades that are not directly related to the conversion but that are completed at the same time.

Item 8: Restrictions on Sources of Products and Services

Required Purchases

You must maintain and comply with ADQ’s quality standards to protect the uniform image and quality of products and services throughout the DQ® system.

While you are not required to purchase or lease real estate from ADQ or its affiliates, you must obtain ADQ’s consent to the location of your restaurant, and ADQ has the right but not the obligation to approve the lease for the restaurant premises prior to execution. You must construct and equip your restaurant according to the then-current design, specifications and standards and must ensure that your building plans comply with the Americans With Disabilities Act and all other federal, state and local laws.

You must modernize your building, premises, equipment, signage and grounds to conform to ADQ's then-current standards for similarly situated new DQ Grill & Chill® restaurants when you renew your franchise, on transfer of the franchise under certain circumstances, and every 10 years or any shorter period required by any applicable lease or sublease for the premises.

You may only use or purchase products approved by ADQ that meet ADQ's specifications. For purposes of this Item 8, "products" includes products, services, ingredients, supplies, signage, fixtures, furnishings, advertising and sales promotion materials, and equipment (including hardware and software for a computerized electronic point-of-sale ("EPOS") system or other computer systems, communications equipment, or electronic services providers). Approved products must meet ADQ's specifications, and are manufactured, provided or prepared by ADQ-approved manufacturers, suppliers or distributors. ADQ periodically identifies approved products for use in DQ® locations, and has the right to periodically change the list of approved products, and to update and alter the specifications for approved products.

ADQ always has the right to designate a single approved manufacturer, supplier or distributor for the following products: (1) soft drinks; (2) third party branded products; (3) products relating to limited time offers and special promotions; (4) equipment, including EPOS equipment and all related point-of-sale and web based software and back-office hardware and software; and (5) any product you purchase where ADQ does not receive a fee or payment from the manufacturer with respect to the sale of that product, other than payments from vendors for marketing.

For other products not listed in (1) - (5) above, as long as there is not in place an agreement for a "unified purchasing program," a franchisee may make written request for approval of a specific product, service or piece of equipment of an additional, qualified manufacturer, supplier or alternate distributor, pursuant to ADQ's then current policies and procedures.

ADQ has received and offered proposals to create a unified purchasing program as a joint effort between ADQ and a cooperative association of DQ® restaurant and store operators, to benefit the entire DQ® system in the United States. For any period during which there is an agreement for a unified purchasing program: (1) ADQ will designate as approved the manufacturers, suppliers or distributors properly selected within the structure of that program; and (2) ADQ has the right to designate a single approved manufacturer, supplier and/or distributor of any approved products.

ADQ has currently designated ParTech, Inc. as the sole supplier of the required EPOS hardware and software that you must purchase for your restaurant. You will be required to sign an agreement with ParTech for the purchase of the equipment, software subscription services, installation and other services ("ParTech Participation Agreement") when you sign your franchise agreement. ADQ also has designated (a) ParTech, Inc. Data Central as the sole supplier of the back office software you must purchase for reporting and labor and inventory management; (b) Fiserv (formerly, FirstData Merchant Services) as the sole supplier of payment card processing and related services you must purchase, (c) Verifone as the sole supplier of certain payment card data encryption services that you must purchase; (d) ValueLink, LLC as the sole supplier of the gift cards and related services you must purchase; (e) Mobo Systems, Inc. aka Olo as the sole supplier of the DQ Mobile App system and (f) Acumera as the sole supplier of managed firewall services you must purchase. When you sign the franchise agreement, you must also sign agreements with

each of these suppliers for their services. ADQ has the right to designate suppliers in place of or in addition to these suppliers.

The franchise agreement requires you to purchase and maintain liability insurance at a minimum limit of liability that ADQ designates periodically. You also must purchase and maintain any other insurance required by law or by any agreement related to the franchised business. You must furnish copies of all insurance certificates to ADQ. ADQ has arranged with a third party insurer to make certain insurance, including liability insurance, available to qualifying franchisees.

ADQ may require you to periodically purchase restaurant training materials from ADQ. See Item 6 and 11 for more information.

ADQ estimates that the purchase or lease of equipment (including computer and EPOS system hardware and software), signage, fixtures, furnishings, products, ingredients, supplies, advertising and sales promotion materials (see Item 11 for information on advertising and sales promotion materials), and services which meet ADQ's specifications represent approximately 65% to 85% of the cost to establish the franchised business (excluding land) and 30% - 50% of the cost to operate the franchised business.

ADQ provides no material benefit (such as renewal or granting additional franchise rights) based on your purchase of particular products or services or use of particular suppliers, but your franchise agreement obligates you to use products and services approved by ADQ. ADQ considers a number of factors when determining whether you might qualify for an additional franchise, including compliance with your franchise agreement and support of ADQ's programs and policies.

Approval of Alternate Suppliers

ADQ has the right to approve the manufacturer, supplier or distributor of any approved products you purchase. If there is no agreement in place for a unified purchasing program, you may request approval in writing of a specific product from an alternate manufacturer, supplier or distributor of products other than those listed in (1) - (5) in the "Required Purchases" section above in this Item 8. ADQ only approves alternate manufacturers for products if doing so will not create an inordinate number of manufacturers of the product, and the manufacturer meets ADQ's then-current requirements. ADQ will not make product specifications available to you, but upon request will provide summary specifications to you to provide to a manufacturer to determine if there is an interest in producing the product. ADQ will provide a manufacturer with detailed written specifications for the product, or, if detailed written specifications are not available, ADQ will provide the manufacturer with a parameter specification or information about a comparison product for purposes of obtaining approval of the alternate manufacturer. ADQ may require you and the manufacturer to sign a non-disclosure agreement before providing information on specifications.

ADQ uses the following criteria, which ADQ may change periodically, when evaluating an alternate product or manufacturer:

- Compliance with ADQ's specifications
- Ability to supply a large number of restaurants or geographic areas
- Ability of facility to meet ADQ's requirements and accessibility for periodic evaluations

- Completion of a successful facility inspection by ADQ and/or a designated third party auditor that, depending on the product, may need to be certified by a Global Food Safety Initiative (GFSI) recognized scheme
- Acceptable food defense plan, supplier specification, HACCP plan, product recall process, 24 hour contact information, and allergen control program
- Manufacturer attendance at meeting with ADQ's Research & Development staff to review specifications and related procedures
- Compliance with other requirements as may be periodically implemented

ADQ (or a third party product evaluator) may charge the evaluation cost to you or the manufacturer. ADQ may also charge the manufacturer for the cost of periodic reviews of existing products and manufacturing facilities, and may require the manufacturer to submit products and make payments to third-party product or facility evaluators. Fees charged are based on a schedule of fees as may be established periodically by ADQ or the third-party evaluator.

The manufacturer must provide samples (ultimately from a production run), product labels, and packaging for the alternate product. ADQ or a third party product evaluator will conduct an evaluation of one or more samples to determine if the manufacturer's product conforms to ADQ's specifications. The evaluation may take from 90 - 180 days or significantly more, depending on the complexity of the product, the specifications, the comparison product, and the manufacturing process, as well as the manufacturer's ability to provide samples and any required modifications on a timely basis. Before final approval, ADQ may require that a product successfully complete a field and distribution test where the product moves through a warehouse and is used in DQ® restaurants and stores, which may take an additional 30 - 60 days or more. ADQ will notify you and the manufacturer of the approval or rejection of the manufacturer or product. If the manufacturer or product is not approved, ADQ or a third party product evaluator will notify you and the manufacturer of the basis for the decision.

The manufacturer will be required to sign an approved products contract with ADQ that may be terminated on 90 days' notice, or that ADQ may terminate sooner if the manufacturer is in violation of any of the terms of the contract or if the product is discontinued for use in the DQ® system.

Supply Chain

IDQ is involved in the purchasing and distribution business through its wholly-owned subsidiary, Unified Supply Chain, Inc. ("USCI"). In 2004, IDQ made the commitment to reduce its average margins over an eleven year period, culminating with a maximum average margin (as defined below) of 2.5%. In 2015, IDQ made an additional commitment that in 2016 it would permanently eliminate supply chain margin service fees received from manufacturers and distributors of equipment and smallwares, and that it would further reduce its maximum average supply chain margin to 1.5% by 2025. The 2004 and 2015 commitments are together referred to as the "margin commitment." This margin commitment refers to amounts received after deducting costs associated with developing and supplying products (such as tooling depreciation and rentals), technology tools, obsolete inventory and expedited freight. IDQ/ADQ made this margin commitment on a permanent basis to benefit all existing and future franchisees. Under the margin commitment, USCI has received margins between 0% and 8.5%, and under the new commitment the margins will be between 0% and 6.5%. For 2023, the maximum average margin is 1.75%. In

addition, IDQ/ADQ made a commitment that should IDQ ever divest USCI, the buyer will be obligated to honor the margin commitment, unless the buyer, as a franchisee cooperative, chooses to establish a different margin structure supported by a majority of its members.

“Margin,” for purposes of this Item, means the management service fee payments that USCI receives from vendors based on the warehouse landed cost of products within the scope of the margin commitment, in place of the margin that IDQ/USCI historically realized when IDQ/USCI was in the buy-sell (inventory ownership) position with respect to products used in the operations of DQ® restaurants and stores.

The scope of what is included in the margin commitment is food, paper, packaging, ready to decorate cakes, and other products managed through the USCI authorized warehouse system in the U.S., but does not include IDQ supply products, uniforms, and items not used in the operation of a restaurant. Manufactured frozen novelties have been excluded from the scope, and instead are under a separate margin schedule. In 2023, service fee payments relating to manufactured novelties will not exceed an average margin of 3.5%. The new 2015 margin commitment will systematically reduce the margin on manufactured novelties further and fully include them in the scope by 2025. National payments from vendors for marketing will flow through NMF and are not in the scope of the margin commitment.

USCI manages all of the components of the supply chain process, but is no longer in the purchase order process between distributors and vendors related to most purchases in the U.S. distribution system. ADQ, USCI or its affiliates negotiate purchase and sale arrangements (including price terms) with suppliers and distributors that benefit the DQ® system, which may include national account programs for products and services. However, ADQ and its affiliates do not negotiate on behalf of individual franchisees.

USCI obtains commitments from strategically located, independently owned warehouses to carry approved products, and to make them available to DQ® restaurants and stores within a particular area. USCI may require its authorized warehouses to carry a full line of products sourced by USCI, and may require that the warehouses sell to DQ® franchisees only those products that are sourced by USCI. Some products sourced and managed in the supply chain by USCI are the only approved products of their type because of a lack of franchisee requests for approval of an alternate supplier, the lack of incentives for others to engage in the supply or distribution of the product, or for other similar reasons.

An independent accounting firm annually reviews certain performance measures of USCI and USCI shares this information with its advisory council made up of elected franchisees, the Supply Chain Advisory Council (“SCAC”), which is further described in Item 20. The SCAC is given access to financial information of USCI to allow them to give valuable input to the management of USCI.

ADQ or its affiliates may sell advertising and sales promotion materials, and other food and non-food products used in the franchised business to franchisees, to authorized warehouses, or otherwise for use in the DQ® system.

There are one or more purchasing or distribution cooperatives in the DQ® system that may be involved in the distribution of certain products used in the franchised business.

Payments from Suppliers

During the 2022 fiscal year, IDQ derived revenues of \$46,411,606 from the net sale of products, marketing kits, real estate finance and rental income, insurance, and supplier service fees. This amount equals 20% of IDQ's total revenues of \$236,936,858, based on IDQ's consolidated statement of income for the year ended December 31, 2022. Consolidated financial statements are included in this disclosure document as Exhibit L, and include the accounts of IDQ and its subsidiaries described in Item 1. The revenues reflect purchases by DQ® and Orange Julius® franchisees.

IDQ and its affiliates receive fees or payments from some third party suppliers that may or may not be reasonably related to services IDQ or its affiliates provide to the suppliers. Some arrangements with third party suppliers require IDQ or its affiliates to perform services, such as administrative, technical, quality assurance, advisory, data collection, customer service, or promotion forecasting services. Presently, IDQ and its affiliates receive fees and payments from third party suppliers ranging from 0% to 10% of each supplier's sales to franchisees or warehouses in the U.S. of the following items which are used in the operation of DQ® restaurants or stores: products, services, ingredients, supplies, equipment, uniforms, signage, fixtures, furnishings, advertising and sales promotion materials. These fees and payments are calculated as a percentage and paid as a percentage or as a flat fee amount. This range, and the amounts listed below, may be adjusted in the future. Also, USCI authorized warehouses pay a fee to USCI of up to 0.5% of their gross sales of product moving through the DQ® system.

IDQ and its affiliates may receive fees and payments from third party suppliers in greater amounts with respect to items not used in the operation of DQ® restaurants or stores, such as items sold under a merchandise licensing program or other similar arrangement. For example, ADQ may grant a license to a manufacturer to allow it to place ADQ's trademarks on sportswear or advertising specialty products.

Although not considered revenue, ADQ and its affiliates received payments in 2022 from third party suppliers that were accounted for as DQ® national or DMA advertising fund receipts totaling approximately \$3,340,048, which includes \$2,041,071 from various third-party vendors, and \$1,298,977 from soft drink vendors. As of the date of this disclosure document, ADQ anticipates that ADQ and its affiliates will receive similar amounts from third party suppliers in 2023. These payments may be percentage payments based on sales to franchisees, lump sums, reimbursements, or other similar types of payment. ADQ or its affiliates may also receive payments in connection with conferences hosted by ADQ or its affiliates, or in connection with other unique activities or initiatives, and these funds may, in consultation with the franchisee SCAC, be used in various ways to benefit the DQ® or Orange Julius® systems.

Fee and payment arrangements in foreign countries may be different than arrangements in the U.S.

Ownership Interest in Suppliers

As of December 31, 2022, some ADQ officers own an interest in the following companies that supply products or services to ADQ’s franchisees: Verizon Wireless, Hormel, C.H. Robinson Worldwide Inc., Microsoft Corporation, Uber Eats, Olo, Coca-Cola, ADP, Kimberly-Clark Corporation, and UPS. As noted in Item 1, ADQ’s parent company is IDQ, which is a wholly-owned subsidiary of Berkshire Hathaway, Inc. (“Berkshire”), a holding company owning a large number of subsidiaries engaged in diverse businesses. ADQ officers may own shares of Berkshire, although officers do not own interests in the individual subsidiaries. Depending on Berkshire’s portfolio, certain subsidiaries may supply products or services to the DQ® system.

Item 9: Franchisee’s Obligations

FRANCHISEE’S OBLIGATIONS

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

| Obligation | Section in agreement | Disclosure document item |
|--|--|--------------------------|
| a. Site selection and acquisition/lease | Franchise Agreement - Section 2.1, 5.1, 5.6 Franchise Application MultiTRA - Section 1, 2B, Appendix A | Items 5, 7, and 11 |
| b. Pre-opening purchase/leases | Franchise Agreement - Section 6.1-6.5, 6.15 MultiTRA - Section 2B | Items 5, 7, 8 and 11 |
| c. Site development and other pre-opening requirements | Franchise Agreement - Section 2.2, 5.1 Design Services Agreement Construction Consultation Services Agreement MultiTRA - Section 1, 2, Appendices A and B | Items 5, 7, and 11 |
| d. Initial and ongoing training | Franchise Agreement - Section 2.2, 7.1-7.8, 11.3 MultiTRA - Section 5C and 10B | Items 5 and 11 |
| e. Opening | Franchise Agreement - Section 2.2 MultiTRA - Section 2A, 5D, Appendix B | Items 5 and 11 |
| f. Fees | Franchise Agreement - Section 9.1-9.8 Conversion Addendum Franchise Application MultiTRA - Section 3 | Items 5, 6 and 7 |
| g. Compliance with standards and policies/Operating Manual | Franchise Agreement - Section 6 MultiTRA - Section 2 | Items 11 and 16 |
| h. Trademarks and proprietary information | Franchise Agreement - Section 3, 6.3, 6.12 MultiTRA - Section 1A, 5E | Items 13 and 14 |
| i. Restrictions on products/services offered | Franchise Agreement - Section 6 | Items 8, 11 and 16 |
| j. Warranty and customer service requirements | Not applicable | Not applicable |

| Obligation | Section in agreement | Disclosure document item |
|---|---|--------------------------|
| k. Territorial development and sales quotas | MultiTRA - Section 1, 2, Appendices A and B | Item 12 |
| l. Ongoing product/service purchases | Franchise Agreement - Section 6 | Items 8 and 11 |
| m Maintenance, appearance and remodeling requirements | Franchise Agreement - Section 5 | Items 6 and 11 |
| n. Insurance | Franchise Agreement - Section 10.3 | Items 5, 6 and 8 |
| o. Advertising | Franchise Agreement - Section 8, 9.3 | Items 5, 6, 7 and 11 |
| p. Indemnification | Franchise Agreement - Section 10.2 MultiTRA - Section 7 | None |
| q. Owner's participation/management/staffing | Franchise Agreement - Section 7 Franchise Application MultiTRA - Section 5A-C | Items 11 and 15 |
| r. Records and reports | Franchise Agreement - Section 9.9, 9.10 MultiTRA - Section 2B | Item 6 |
| s. Inspections and audits | Franchise Agreement - Section 6.8, 9.11 | Item 6 |
| t. Transfer | Franchise Agreement - Section 11 MultiTRA - Section 6 | Items 6 and 17 |
| u. Renewal | Franchise Agreement - Section 4.3 | Item 17 |
| v. Post-termination obligations | Franchise Agreement - Section 14 MultiTRA - Section 10 | Item 17 |
| w Non-competition covenants | Franchise Agreement - Section 10.5, 14.6 | Item 17 |
| x. Dispute resolution | Franchise Agreement - Section 3.5, 12, 15.8-15.10 MultiTRA - Section 8 | Item 17 |
| y. Other (describe) | Not Applicable | Not Applicable |

Item 10: Financing

Although they may have done so in the past, ADQ and its affiliates generally do not offer financing arrangements or similar assistance to franchisees. Neither ADQ nor its affiliates finance any part of the initial franchise fee, or the MultiTRA initial franchise fee deposit.

Neither ADQ nor its affiliates will offer site acquisition, equipment or leasehold financing services to you for the establishment of your franchised business. You must obtain necessary financing through third parties. ADQ periodically arranges with third party finance companies or banks to make financing programs available to franchisees. These arrangements ordinarily involve no more than arranging to put franchisees in contact with sources of financing available. There is no assurance that financing will be offered in any particular instance. If financing is offered, the financial institution independently establishes the amount, terms, interest rate and duration. Neither ADQ nor any of its affiliates receive any payments in exchange for referrals or the

placement of any financing. It is solely your responsibility to locate and obtain, on whatever terms you can arrange, any required financing for the establishment of your franchised business.

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

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

Pre-opening Assistance. Before you open your restaurant, ADQ will:

1. Provide you with design information or prototypical design intent plans described in Item 7 (design services agreement included as Exhibit G).
2. Advise you in the selection of a contractor for the construction of your restaurant facility, assist you in the negotiation of construction bids and assist you with equipment installation at the appropriate time if you purchase or are otherwise entitled to receive ADQ’s construction consultation services, as described in Item 7 (construction consultation services agreement included as Exhibit H).
3. Furnish or make available to you, through the ADQ website or otherwise, confidential lists of approved equipment, signage, fixtures and furnishings (franchise agreement section 6.4(A)).
4. Provide the mandatory training program described later in this Item 11 (franchise agreement section 7.1).
5. Provide on loan to you, a hard copy or electronic or online access to ADQ’s system standards and operations manual and resource guides (“Operations Manual”) (franchise agreement section 6.11). The Operations Manual is confidential and proprietary, and you must keep it confidential as stated in Item 14 of this disclosure document. The tables of contents for ADQ’s current Operations Manual is included in this disclosure document as Exhibit I. The current number of pages devoted to each subject is indicated on the tables of contents and the total number of pages in the Operations Manual is 469.

Ongoing Assistance. During the operation of your restaurant, ADQ will:

1. Provide on-site pre-opening and opening assistance (franchise agreement section 2.2) for up to 39 person days if you are a developing your first DQ Grill & Chill® restaurant, and up to 31 person days if you are developing an ARD restaurant.
2. Periodically update the Operations Manual and notify you of any additions or modifications to the Operations Manual (franchise agreement section 6.11).
3. Periodically publish updated lists of approved products, ingredients, services, and equipment to assist you in purchasing approved products (franchise agreement section 6.4).
4. Periodically make available to you, electronically or otherwise, an in-restaurant training program for use in training your employees (franchise agreement section 7.4).

5. Periodically hold or sponsor meetings for you and other franchisees (franchise agreement section 7.7).
6. Establish, organize and prescribe advertising and sales promotion activities (franchise agreement section 8.1).

Advertising and Marketing

ADQ establishes and conducts sales promotion activities generally for the promotion of the DQ® system, brand and products, and specifically for DQ Grill & Chill® restaurants. ADQ does not have any fiduciary obligations to franchisees with respect to the funds, nor does ADQ have any obligation to spend any amount on sales promotion in the area or territory where you are located, for a particular component or type of DQ® business or for any individual restaurant or store. ADQ has the sole right to determine how the sales promotion program fees will be spent, and the sales promotion program fees are not held by ADQ in trust.

Fees

ADQ's sales promotion activities are funded by the sales promotion program fees you and other DQ® franchisees must pay. Depending on your sales promotion program fee rate, all or a portion of the sales promotion program fees you pay may go to the national marketing fund ("NMF"), and a portion may go to regional or designated [TV] market area ("DMA") level sales promotion activities, "pooled" accounts for the benefit of a certain type of DQ® restaurant or store, or toward activities at an individual store level. ADQ has the right to establish and periodically change how the sales promotion program fees are allocated and spent without notice to you.

You must pay a sales promotion program fee of 5% - 6% of Gross Sales, as described in Item 6, except as otherwise stated below. If you relocate a restaurant under ADQ's relocation policy, you will be permitted to phase in to the fee structure of the new franchise agreement you sign, using the formula described in Item 6. If you are a conversion franchisee who signs the NSF conversion addendum, you pay a sales promotion program fee of the greater of: (1) the sales promotion program fee in your existing franchise agreement; or (2) the following amounts:

- (a) Months 1 – 24 after conversion: 1% of Gross Sales but not less than \$5,000 annually
- (b) Months 25 – 48 after conversion: 1.5% of Gross Sales but not less than \$6,500 annually
- (c) Months 49 – 72 after conversion: 2.0% of Gross Sales but not less than \$8,000 annually
- (d) Months 73 – 96 after conversion: 2.5% of Gross Sales but not less than \$9,500 annually
- (e) Months 97 – 120 after conversion: 3% of Gross Sales but not less than \$11,000 annually
- (f) Months 121 forward: 3.5% of Gross Sales or the then current NMF rate

Company-operated restaurants will pay a sales promotion program fee on the same basis as similar franchisees for the DMA in which those restaurants are located. Other franchisees pay greater, lesser or no sales promotion program fees.

ADQ receives a portion of the sales promotion program fee payments made by franchisees to compensate ADQ for the sales promotion, marketing and administrative services that ADQ provides (the "management fee"). Currently, the management fee is computed as 7% of sales

promotion program fee payments received. ADQ does not take a management fee on sales promotion program fees above 3% of gross sales. For franchisees that pay sales promotion program fees to territory operators, the territory operators remit all or some of those fees to ADQ and territory operators may retain a portion of the management fee, depending on the arrangement the territory operator has with the franchisee. In addition, ADQ takes 7% of all outside vendor payments received from agreements negotiated by ADQ. As a voluntary corporate contribution, 1/7 of ADQ's total management fees are currently credited on an annual basis to the DQ® national marketing program budget for use as ADQ designates.

Sales Promotion Activities

Sales promotion activities may be national, regional or local in scope. ADQ's marketing department is responsible for the development of the sales promotion activities for all DQ® brands, including system marketing calendars ("SMCs"). The SMCs, and the creative and sales promotion materials created in support of the SMCs, are designed to increase consumer awareness and drive trial of DQ® products and promotions, build the customer base, increase customer visit frequency, and build the DQ® brand overall. The SMCs consist of promotions and events designed to allow the DQ® system, on a market by market or national basis as determined by ADQ, to convey a uniform marketing message. The SMCs are used as the foundation for media plans in the DQ® system. Other sales promotion activities include creative materials, tie-in promotions, new product introductions, and system promotions. ADQ uses various forms of media to promote the DQ® system, brand and products, which may include broadcast or cable television, radio, newspaper inserts, ads in newspapers/shoppers, magazines, billboards, various in-restaurant materials, exterior merchandising, various local restaurant marketing materials, online communication, social media, electronic or mobile media, and new forms of media depending on the objectives. ADQ currently uses a national advertising agency to assist it in the strategic development, production and placement of many of the national media activities. ADQ also currently uses regional advertising agencies in connection with regional and local media placement and other sales promotion activities.

Currently, ADQ's regional sales promotion activities are carried out based on a DMA concept. A DMA is a geographic area of counties in which consumers within the area view a majority of their TV viewing via the home market stations also within that geographic area. There are currently 210 DMAs in the U.S. The DMA is determined by an independent research and ratings service called Nielsen Media Research which conducts research on consumer TV viewing patterns in each county in the United States. All of the counties (and therefore all of the DQ® restaurants and stores within these counties) that share the same TV influence are grouped into the same DMA. ADQ has the right to discontinue use of the DMA system for determining regional boundaries, or may determine that 2 or more DMAs will be grouped together for purposes of regional sales promotion activities.

ADQ may also spend sales promotion program fees by component or type of DQ® restaurant or store, by local market or DMA market or region, or for concept-specific marketing production, materials and programs and promotions. Further, ADQ or its advertising agency may develop and plan a grand opening or other local sales marketing program after the opening of a DQ Grill & Chill® restaurant. ADQ has the right to develop other specialized marketing pools or programs in the future. Finally, ADQ may also set aside some of the sales promotion program fees paid by individual restaurants to be spent by those individual restaurants at the local level, in accordance

with a reimbursement program or online credit system. ADQ has the right to determine the allocation of sales promotion program fees, materials and activities as between national, regional, local, or individual store efforts, and this allocation can change without notice to you.

You may use only the sales promotion or other advertising materials that ADQ furnishes or makes available to you, or other materials that ADQ approves for use in your sales promotion activities. Examples of sales promotion and other advertising materials that ADQ must approve prior to your use include menu board transparencies, counter mats, counter mat inserts, posters, billboard paper or vinyl, newspaper inserts, lawn signs, banners, menu board or register toppers, window clings, cake freezer merchandising, stanchions/display point-of-purchase, TV and radio creative, online communication, social media, electronic or mobile media, loyalty programs, and direct mail. ADQ will not unreasonably withhold approval of any sales promotion or other advertising materials that you propose to use, as long as your materials are factually accurate, current, in good condition, in good taste, of like quality to and not in conflict with sales promotion and other advertising materials ADQ furnishes or makes available to you, and accurately depict the products and Trademarks. Any social media advertising or mobile marketing you do must comply with ADQ's social media policy. ADQ owns, can use and permit others to use any sales promotion or other advertising materials, ideas, concepts or programs you develop. As of the date of this disclosure document, ADQ does not require you to participate in any formal local or regional advertising cooperative.

National Marketing Fund

ADQ administers national sales promotion activities (including point of purchase materials) through a dedicated NMF. Sales promotion program fees are used at the national level through the NMF to develop and pay for the production of creative and other materials to support the SMCs, and also fund national media and various other sales promotion activities at the national level, as well as other activities within the overall DQ® system. The NMF is funded principally from an allocation of the sales promotion program fees paid by participating restaurants and stores. The percentage allocated to the NMF may vary between restaurants and stores and between markets. ADQ has the right to establish and periodically change the amount of sales promotion program fees that are allocated to the NMF without notice to you.

Sales promotion and other advertising and merchandising materials produced by the NMF are, by design, licensed only to current NMF participating restaurants and stores and may not be transferred to or used in any way by or in non-NMF participating restaurants and stores. This means that if a franchisee owns both participating-NMF and non-participating-NMF restaurants or stores, NMF materials may only be displayed in those DQ® restaurants and stores paying the NMF fee.

Franchise Advisory Council

The franchise advisory council ("FAC") advises ADQ on marketing, advertising and other matters, but solely in an advisory capacity. As of the date of this disclosure document, the FAC is comprised of members that are chosen or elected in the following manner: (1) DMA chairpersons (elected by franchisees) from each of ten U.S. regions elect one DMA chairperson to serve as the region's representative on the FAC; (2) the Canadian Franchise Advisory Council ("CFAC"), elected by

Canadian franchisees, selects two representatives from the CFAC to represent the east and west regions of Canada; and (3) the Dairy Queen Territory Operator Organization (“DQTOO”) or the DQTOO board, elected by territory operators, chooses two territory operator representatives. ADQ reserves the right to appoint two “at large” franchisee members to the FAC. Further, ADQ reserves the right to form committees that will work with the FAC at any time on any matter. ADQ has the power to form, change, or dissolve the FAC or any of its committees, and has the right to change how franchisee membership on the FAC or any committee is determined.

Use of Funds

The accounting for the funds used for DQ® national and DMA activities and materials are reviewed by an independent national accounting firm on an annual basis. This review consists principally of applying analytical procedures to the financial data and of making inquiries of persons responsible for financial and accounting matters. ADQ currently makes available to DQ® franchisees a copy of the annually prepared statements of contributions, expenditures and balance for the national (NMF), DMA (consolidated) and individual DMA in which your restaurant is located along with the Independent Accountants’ Review Report. In addition, each DMA can request that an audit of its DMA activities be conducted at the expense of that DMA. Currently ADQ annually convenes a committee from the FAC to conduct its own review of the accounting for the marketing funds.

Use of the combined sales promotion payments from all types of DQ® businesses in the 2022 fiscal year is as follows:

| | | |
|---|--------------|----------|
| Percentage spent on Production | 16.8 | % |
| Percentage spent on Media Placement | 70.2 | % |
| Percentage spent on Administrative Expenses | 4.3 | % |
| Percentage spent on Other ⁽¹⁾ | 8.7 | % |
| TOTAL | 100.0 | % |

(1) Includes amounts spent on audits, the Children’s Miracle network, certain point-of-sale items, research and FAC expenses.

The above percentages vary if you calculate the allocations at the individual restaurant level, by area or group of restaurants, or by type of DQ® business.

Except as described in this paragraph, DQ® sales promotion program fees not spent in a fiscal year will be carried over for future use. In addition to its other programs, ADQ has the right to offer a local reimbursement or online credit program to certain franchisees if ADQ determines that the reimbursement is warranted for a particular restaurant or store. The availability of this program for a restaurant or store may be for a variable period of time and a variable amount of money, depending on the individual circumstances. If ADQ establishes such a program for your restaurant, you may request reimbursement (or online credit, depending on the system available) of all eligible types of local media, promotions and promotional items you purchase up to the amount that has been determined by ADQ for your restaurant. Unreimbursed funds at the end of the applicable

period will not be carried over for future use by the particular restaurant, but will be used for other sales promotion activities in the DQ® system as determined by ADQ.

DQ® sales promotion program fees currently are not used for advertising principally directed at the sale of franchises.

Electronic Cash Registers; Computer Systems

You must purchase, install and maintain an electronic point-of-sale (“EPOS”) system at your restaurant, as designated by ADQ. The EPOS system includes designated hardware, software, peripherals, back office workstation, a managed firewall and installation. If you are opening a new restaurant, you must purchase all of the components of the EPOS system from ADQ’s designated vendors (see Item 8). The estimated initial cost to purchase the EPOS system hardware and installation from ADQ’s designated supplier ParTech, Inc., hardware for the Acumera managed firewall, and the launch fee for the Data Central back office software, will range from \$25,000 to \$30,000.

The EPOS system is an electronic cash and credit management system, which provides an interface for processing customer orders, collecting and managing information about the nature of sales transactions, providing financial records of those transactions, managing product inventory and providing time and attendance functionality for your employees. The EPOS system will collect and report to ADQ a variety of information including overall sales, sales levels by item, item menu pricing, product movement statistics, individual unit and category sales data (including by flavor and size), various financial information to prepare restaurant reports, and other information.

Neither ADQ nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to you. You are required to purchase from ADQ’s designated vendor and pay for ongoing hardware warranty services for your EPOS system for \$41 to \$133 a month depending on the warranty package you choose. In addition, as part of the ongoing software fees you will pay to some of the designated vendors, the vendors are obligated to provide certain maintenance and repair services for their software. You are required to make periodic upgrades and updates to the EPOS system, and there are no contractual limitations on the frequency and cost of this requirement.

In addition to the initial costs for the EPOS system, there are required monthly service fees for the ParBrink and Data Central software for the EPOS and back office systems ranging from \$416 to \$439 a month. Help desk and software support costs are included in this monthly fee.

To enable ADQ’s access to your EPOS system, you must install one DSL or cable/broadband internet connection, or other necessary communication access device, that is exclusively designated and permanently connected to your EPOS system. There are no contractual limitations on ADQ’s right to access the information generated by your EPOS system, although ADQ may choose not to poll information from all restaurants and stores. You must have access at all times to the internet, and must maintain and regularly use an active email account or other form of electronic communication that ADQ designates, and keep ADQ informed of your contact information.

You must purchase and maintain a monthly subscription service for credit card processing, which includes the TransArmor solution encryption, from ADQ's designated provider Fiserv (formerly, First Data). The cost for the credit card processing services is approximately 2% - 5% of the total amount of each sale made using an approved credit card and the cost for the TransArmor Solution is \$19.95 per month. You must also purchase and pay for Verifone payment card data encryption services at a cost of approximately \$8 per terminal per month and for Verifone payment device warranty at a cost of approximately \$80 per device for a 3 year warranty. You must also purchase and maintain a managed firewall service from ADQ's designated provider Acumera. The cost for these services is approximately \$50 per month. Also, you must comply with the Payment Card Industry (PCI) Data Security Standards: <https://www.pcisecuritystandards.org/>. While you are not required to hire a third party contractor to ensure compliance with the PCI Data Security Standards (unless otherwise required to do so by your card processor), ADQ recommends you do so and estimates the initial cost of this to be \$200 - \$2,000, with an ongoing monthly fee of up to \$100.

You are required to participate in the system-wide gift card program administered by ValueLink, LLC and DQGC, and must sign the gift card participation agreement included in this disclosure document as Exhibit F. Gift card program fees are allocated based on a shared cost model between franchisees and the NMF. Currently, franchises pay fees equaling 3% of total gift card redemptions, which ADQ estimates will be about \$200 per year per location. NMF covers the balance of the gift card program's costs. In the future, the percentage allocation of costs between franchisees and NMF may change. These costs are in addition to any costs incurred by you in purchasing gift cards.

All of the fees referenced in this section are to subject to change from time to time.

Site Selection and Development Time

You must locate and obtain a site that meets ADQ's standards and criteria and that is acceptable to ADQ within 90 days after the date ADQ approves your franchise application. The general site selection and evaluation criteria you should consider include the quality of the trade area and the strategic fit of the site within the trade area, residential and daytime employment, attributes of the trade area that generate potential traffic and traffic patterns, ease of ingress and egress, physical attractiveness of the real estate, demographic information and consumer behavior information, competition, signage, site and building design requirements or restrictions, end-cap with drive-thru capability on shopping centers and fuel centers, local marketing support and similar factors. You must obtain ADQ's approval of the building plans and location prior to commencing construction of the restaurant. In certain circumstances, ADQ may identify a site and may assist in purchase or lease negotiations. You are under no obligation to accept the proposed site. ADQ's identification of, or consent to, a site does not constitute a guarantee, recommendation, assurance or endorsement as to the success of the site or your restaurant. ADQ's consent indicates only that ADQ believes that the particular site falls within its criteria as of the time period encompassing the evaluation. Application of site criteria that have been effective for other sites does not predict the potential success of any specific site.

If you are a MultiTRA franchisee, you must obtain ADQ's prior written consent to the site of any location developed under the MultiTRA agreement, and ADQ's then current standards and criteria

for DQ Grill & Chill® sites will apply to any future locations developed under the MultiTRA agreement.

From the time you submit a site to ADQ for consideration, ADQ will generally respond within 60 days or less, depending on the status of negotiations to secure the site, the level of ADQ’s involvement in the identification of the site, and other factors. If you and ADQ are unable to agree to a site within 90 days of ADQ’s approval of your franchise application, ADQ has the right to retract the application approval and to refund your initial franchise fee less a cancellation fee of \$10,000 or ADQ’s expenses, whichever is greater.

If you are developing a restaurant through new construction, the typical length of time between ADQ’s acceptance of the franchise agreement and the opening of your business varies from 6 to 12 months. This period can be longer or shorter depending upon the time of year, availability of and securing financing, preparation of full building plans for permitting, municipality approval process, how quickly your site is identified and secured, local construction delays, how soon your managers are selected and attend training, or other factors.

If you are a conversion franchisee, the length of time necessary for the conversion of your DQ® restaurant or store to a DQ Grill & Chill® restaurant will vary depending upon the location, type of facility, the amount of work required for the conversion, how soon you can be scheduled for training and other factors. ADQ estimates that it will typically take 2 to 6 months to complete a conversion.

You should not expend funds or make any other commitment in connection with the franchise and should not resign from employment, relocate or take any similar action until ADQ’s final acceptance of your application and written approval of the franchise.

Training

There are currently three required components to training: (1) the MTRA; (2) SERVSAFE certification; and (3) ADQ’s training program, which is made up of 3 phases. The following individuals must pass the MTRA, obtain SERVSAFE certification and successfully attend ADQ’s training program: your designated manager and two assistant managers (as defined in Item 15 and referred to as “required attendees”).

ADQ’s training program is summarized in the table below. ADQ has the right to periodically alter the training program.

TRAINING PROGRAM

| Subject ⁽⁴⁾ | Hours of Classroom Training | Hours of On-The-Job Training | Location ⁽⁵⁾ |
|---|-----------------------------|------------------------------|---------------------------------------|
| Product & Equipment Training (Phase 1)⁽¹⁾ | | | |
| Restaurant Operations (product preparation, equipment, shift positions work experience) | 0 | 116 | At an approved certified DQ® location |
| Customer Service | 0 | 3 | |
| Sanitation | 0 | 2 | |

| | | | |
|---|----|-----|--|
| Safety | 0 | 2 | |
| Service, Management, and Financial Basics Training (Phase 2)⁽²⁾ | 0 | 0 | |
| Restaurant Operations (shift positions, customer service, managing shifts, management function modules) | 0 | 104 | At an approved certified DQ® location |
| Financial Management (recordkeeping, controllables, cash management) | 0 | 8 | |
| Marketing | 0 | 2 | |
| Register/Back Office System | 0 | 8 | |
| People, PRIDE and Profit Training (Phase 3)⁽³⁾ | 0 | 0 | |
| Facility Management (service profit chain, DQ Capability Model function) | 3 | 0 | Classroom in Minneapolis, MN, or other location ADQ designates |
| Human Resource Management (training, supervising, retaining, coaching, evaluating) | 7 | 0 | |
| Customer Service/PRIDE/Speed of Service/Local Marketing | 4 | 0 | |
| Situational Leadership | 8 | 0 | |
| Goals/Change Management/ Time Management | 4 | 0 | |
| Profitability Management (cost of goods sold, recordkeeping, labor cash management, controllables) | 6 | 0 | |
| Total: | 32 | 245 | |

- (1) Product & Equipment Training (phase 1) is scheduled as close to the projected date of your opening as is reasonably possible, and lasts about 2 1/2 weeks. For ARD locations only, if a training attendee has at least 12 months prior experience as a manager of another DQ® restaurant or store, that individual may be given the opportunity to test out of some or all of phase 1 and phase 2; see Item 7 for costs.
- (2) Service, Management, and Financial Basics Training (phase 2) typically commences shortly after your required attendees complete phase 1, must be completed within 6 months prior to your opening, and lasts about 2 1/2 weeks. If a training attendee has at least 12 months prior experience as a manager of another DQ® restaurant or store, that individual may be given the opportunity to test out of some or all of phase 2.
- (3) People, PRIDE and Profit Training (phase 3) lasts 4 days and must be completed before opening.
- (4) The instructional materials used are reference material packets, workbooks, hands-on demonstrations and practice in the training location, reviews, lectures, exams, classroom discussion, product knowledge tests, and skill assessments. Phases 1 and 2 are taught by restaurant training specialists, and phase 3 is taught by a field training consultant. Students are required to bring a laptop computer or tablet capable with internet access to in-store training.
- (5) Phases 1 and 2 occur in DQ® locations certified and designated by ADQ and owned by either franchisees or ADQ's affiliates. Phase 3 occurs in ADQ's franchisee support center or another location designated by ADQ. ADQ may, but is not required to, conduct phase 3 training online or virtually if circumstances warrant.

Your required attendees must successfully complete each phase of ADQ's training program to ADQ's satisfaction. ADQ will evaluate your required attendees based on attendance, participation, presentations, progress in the training program, leadership, and other similar factors. Attendees who fail to fulfill these standards, or who violate ADQ's code of conduct for the training program, may be prohibited from completing ADQ's training program. You will not be allowed to open and operate your restaurant until all required attendees complete all required training components.

Daniel Kropp oversees all of ADQ's training programs and has done so in his capacity as Chief Operating Officer or Executive Vice President, U.S. Operations since November 2011. ADQ or IDQ has employed Mr. Kropp in various management positions since 1996. As of the date of this disclosure document, ADQ's training department consists of a Director of Training and 7 field training consultants, who have experience ranging from 10 to 38 years, and 20-40 restaurant training specialists who may be employed by ADQ or a franchisee. Although experience varies among restaurant training specialists, all are required to successfully complete ADQ's certified trainer training program.

Prior to attending ADQ's training program, your required trainees must pass the MTRA, which is administered by a third-party at a location designated by ADQ. The MTRA measures leadership, customer service, decision-making, prioritizing and business math, and may be modified by ADQ at any time. If a trainee fails the MTRA, the test may be repeated after 30 days; if the trainee fails the MTRA on the second attempt, the test may be repeated after one year. No trainee may repeat the MTRA more than three times. Your required attendees must also have current SERVSAFE certification, which will only be recognized by ADQ if received through a course that is part of or equivalent to the National Restaurant Association's SERVSAFE program. SERVSAFE courses are offered online, and at various universities, vocational schools and community colleges.

You must pay for ADQ's training program (either through the initial franchise fee or otherwise, depending on your circumstances) prior to sending any attendees. You are responsible for paying any training fees, costs, travel, living expenses, salaries, benefits and other expenses associated with sending your attendees to ADQ's training program, the MTRA, and a SERVSAFE course; see Item 7 for an estimate.

If you are relocating a restaurant under ADQ's relocation policy, you must comply with the then-current training requirements and pay all related costs and fees. What, if any, aspects of training your required attendees must complete will depend on your individual circumstances.

If you receive a default notice and the default relates, in whole or in part, to your failure to meet any operational standards, ADQ has the right to require you to comply with ADQ's additional training requirements at your expense and at the then-current training fees as a condition of curing the default.

The franchisee's controlling owner (as defined in the franchise agreement) must, at your expense, attend all meetings ADQ holds or sponsors in your area or region including all DMA or other marketing area meetings, and all meetings relating to new products or product preparation procedures, new DQ® system programs, new operational procedures or programs, training, restaurant management, financial management, sales or sales promotion, or similar topics.

Multiple Unit Franchisee Training Requirements. In addition to the training required under each franchise agreement, if you enter into a MultiTRA, your designated supervisory executive and supervisors (as defined in Item 15) must attend all phases of ADQ's training program and the Managing Multiple Locations training program. The cost of this training program is \$1,300/person. You may not allow your designated supervisory executive or supervisors to perform supervisory or management responsibilities until completion of the training program to ADQ's satisfaction. Every effort will be made to schedule training as close as reasonably possible to the date they plan to assume supervisory and management responsibilities. Your designated supervisory executive must complete all training within 6 months prior to assuming supervisory or management responsibilities.

Item 12: Territory

Rights under Franchise Agreement

When you enter into a franchise agreement, you are granted the right to operate a single restaurant at an authorized location that ADQ has consented to in writing. You are not granted any minimum area or territory. If you must relocate because the franchised premises are condemned, exercise of a relocation right by your landlord, or some other reason that ADQ approves, you may relocate on the following conditions: (1) the new location must be acceptable to ADQ, reasonably suited for a DQ Grill & Chill® restaurant, consistent with ADQ's site selection guidelines, and within the same building or venue as the authorized location if a Captive-venue location, or within a 500 meter radius of the authorized location if a Street location; (2) the new site must not infringe on the rights of any other DQ® franchisee; (3) the new restaurant must be under construction within 30 days if a Captive-venue location or 180 days if a Street location; (4) after construction commences, the new restaurant must be open and operating within 90 days if a Captive-venue location or 120 days if a Street location; and (5) the new restaurant must be constructed and equipped in accordance with ADQ's then current standards and specifications.

ADQ has a relocation policy that permits qualifying franchisees with a Street location that sign a new franchise agreement and the relocation addendum to relocate a restaurant within two miles of the current restaurant location, provided the location is of the same type. For instance, a Street location outside of a mall cannot relocate within a mall. The timeframes detailed in the paragraph above apply to this relocation policy. Relocating franchisees do not need to pay an initial franchise fee, although relocating franchisees must meet the then-current training requirements (including payment of any fees and/or costs) and must purchase construction consultation services and prototype building plans (if the location is freestanding). See Item 7 for more information on these costs. Relocating franchisees may pay reduced continuing license fees and sales promotion program fees, depending on the circumstances. See Item 6 for more information. The relocation policy is subject to ADQ's prior written consent and the other relocation standards contained in the franchise agreement and any applicable lease (see Item 9). The relocation policy does not apply to non-system food or Captive-venue locations.

You do not have any options, rights of first refusal or similar rights to acquire additional franchises.

ADQ does not grant exclusive territories to any franchisee under the terms of a franchise agreement, or MultiTRA, although, as described further below, you will be granted trade areas if

you enter into a MultiTRA. In the past, ADQ did grant franchise agreements with protected territories, including territory operator agreements, which allow territory operators to operate restaurants and stores for their own account and to subfranchise third parties to operate restaurants and stores within their territories. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that ADQ owns, or from other channels of distribution or competitive brands that ADQ controls. Consider carefully the implications of a site-only franchise, and review closely the section below regarding ADQ's and its affiliates' rights.

Rights under MultiTRA

If you enter into a MultiTRA, you are granted the non-exclusive right, subject to the limitations described in this Item, in a designated market area to develop for your own account a specific number of DQ Grill & Chill® restaurants at authorized locations within your designated geographic trade areas within a specified amount of time. You must obtain ADQ's written consent to each authorized location and you must sign the then-current form of franchise agreement for each location, which will detail the rights and obligations specific to each restaurant.

Your right to develop additional restaurants within the trade areas is conditioned upon your compliance with the Development and Opening Commitment Schedule attached as Appendix B to your MultiTRA. If you fail to meet any of the Development and Opening Commitment Schedule deadlines, ADQ may terminate your MultiTRA, unless you: (a) open the restaurant (the "Default Restaurant") within 30 days of receipt of notice of default; or (b) pay ADQ the remaining balance of the initial franchise fee for the Default Restaurant, and the remaining balance of the initial franchise fees for all restaurants still to be developed for that term year under the Development and Opening Commitment Schedule, or if there are no restaurants remaining to be developed in that term year, then you pay the remaining balance of the initial franchise fee for the next restaurant to be developed, and ADQ will extend the opening date for the Default Restaurant by up to 6 months. The cure listed in (b) is available only once during the term of the MultiTRA.

ADQ's and its Affiliates' Rights

Subject to any rights granted to any multiple unit franchisees and any other franchisees with franchise development rights, ADQ and its affiliates have the right to operate and grant others the right to operate competing business under the Trademarks, any affiliate's trademarks, or any other trademarks at any location but your store's authorized location. These locations may include freestanding buildings and facilities, strip centers, shopping malls, and other similar locations. These locations also may include transportation terminals, sports facilities, recreation areas, hotels, hospitals, campus facilities, and other non-traditional locations. You do not have any right to exclude, control or impose conditions on the location or development of future restaurants or stores franchised by others or owned and operated by ADQ or its affiliates.

ADQ and its affiliates also have the right to sell or distribute, themselves or through designees, products and services through any distribution channels or methods, including the internet (or any other existing or future form of electronic commerce such as social media, mobile applications, third party platforms and the metaverse), catalog sales, telemarketing or other direct marketing and pre-packaged retail sales using the Trademarks, or any other trademarks, service marks, trade names and commercial symbols, without any compensation to franchisees.

ADQ has the right during the term of a MultiTRA to establish, or license third parties to establish, within your trade areas, Dairy Queen® soft-serve, DQ® Treat, or other DQ® or Orange Julius® treat-oriented stores in: (1) shopping centers (open air or enclosed) of at least 500,000 square feet of gross leasable area; (2) transportation terminals; (3) food service centers, residence halls, or student unions on college/university campuses; (4) sports stadiums or adventure or theme parks; or (5) retail or commercial buildings and facilities of at least 150,000 square feet; or any other DQ® units authorized under pre-existing agreements or commitments with other franchisees or territory operators. Also, during the term of a MultiTRA, ADQ has the right to issue DQ® restaurant or store franchises under any trademark or operate DQ® restaurants or stores under any trademark at any location, as determined by ADQ, outside your development area or trade areas, including those near your authorized locations.

Both during and after the term of a MultiTRA, ADQ and its affiliates have the right to issue franchises or operate competing company-owned businesses under any new or different trademarks, service marks, trade names and commercial symbols (including Orange Julius®) other than the DQ Grill & Chill®, Dairy Queen®, DQ®, or any other trademarks for or at any locations, both within and outside of your trade areas, including those near your authorized locations. Upon termination or expiration of the MultiTRA, ADQ may issue Dairy Queen®, DQ®, and DQ Grill & Chill® restaurant or store franchises or operate company-owned restaurants or businesses at any location, as determined by ADQ, within and outside your former trade areas, including those near your authorized locations.

There are no territorial or customer restrictions on your sales from your store, and you are not required to compensate other franchisees, nor are you entitled to receive compensation from other franchisees or ADQ based on sales from a restaurant or store. You are not, however, granted any right under any franchise agreement, or MultiTRA to sell products and menu items identified by the Trademarks, or any of ADQ's affiliates' trademarks, or any other trademarks: (1) at any location other than your store; or (2) through resale or any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce such as social media, mobile applications, third party platforms and the metaverse), catalog sales, telemarketing or other direct marketing and pre-packaged retail sales, except as ADQ may authorize or require in writing for all or part of the franchise system.

As described in Item 1, ADQ and its affiliates offer franchises under different trademarks that sell some, but not all, products similar to those you will offer in your DQ Grill & Chill® restaurant.

- **Texas DQ® Restaurant.** ADQ offers single and multiple unit DQ® restaurant franchises in Texas under the DQ® trademark, which sell substantially the same soft-serve and treat products, but with a different food menu.
- **DQ® Treat.** ADQ offers single unit DQ® Treat franchises under the DQ®/Dairy Queen® and DQ®/Orange Julius® trademarks, which sell substantially the same soft-serve and treat products, with a limited number of substantially similar food items, and certain additional treat and snack products.

Neither ADQ nor its affiliates own or operate any DQ® Treat stores, Texas DQ® restaurants, or Orange Julius® stores. ADQ's affiliate, DQTR, owns and operates DQ Grill & Chill® restaurants,


as described in Item 1. The DQ Grill & Chill®, DQ® Treat, Texas DQ® restaurant, and Orange Julius® franchises are all site-only franchises with no territory rights granted to franchisees (although certain multiple unit DQ Grill & Chill®, DQ® Treat or Texas DQ® restaurant franchisees may have a development or trade area under a MultiTRA or other multiple unit agreement). However, there are no territorial or customer restrictions on these franchisees' sales from their stores or restaurants. The principal business address for ADQ is 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437, and the companies have their combined training facilities and offices at that address.

ADQ occasionally is called upon to decide whether to grant a license for a new restaurant or store (whether under the DQ Grill & Chill® trademark or a different ADQ or affiliate trademark, as described above) in proximity to an existing restaurant. ADQ makes no commitment that ADQ will not establish new restaurants or stores in proximity to existing restaurants. Nevertheless, there may be circumstances under which ADQ, acting within its exclusive and absolute right, may choose not to establish a new restaurant or store in proximity to an existing restaurant, as a means to resolve conflicts between franchisor and franchisee and the franchisees of each system and within each system.

As mentioned above, territory operators have the right to operate restaurants and stores for their own account and to subfranchise third parties to operate restaurants and stores within their territories. Territory operators may or may not have their own development and site clearance programs. Further, it is important to note that territory operators are not obligated to follow ADQ factors or guidelines when granting a license to operate a restaurant or store in close proximity to existing DQ® restaurants or stores.

Item 13: Trademarks

The franchise agreement licenses you to use certain DQ®, Dairy Queen® and other ADQ trademarks (the “Trademarks”). Listed below are the principal Trademarks, which are registered with the United States Patent and Trademark Office. ADQ also claims common law trademark rights for all of the Trademarks. ADQ has filed or intends to file all required affidavits and renewals for the trademarks listed below.

| DQ® TRADEMARKS | | | |
|---|---------------|----------------------------------|----------------------|
| Principal Trademarks | U.S. Reg. No. | Principal/ Supplemental Register | Date of Registration |
| DAIRY QUEEN | 0728894 | Principal | 03/20/62 |
| DQ GRILL & CHILL | 2592944 | Principal | 07/09/02 |
| GRILL & CHILL | 2592943 | Principal | 07/09/02 |
| DQ | 3211469 | Principal | 02/20/07 |
|  | 3046169 | Principal | 01/17/06 |

ADQ identifies the Trademarks that you are licensed to use in the Operations Manual or otherwise in writing. ADQ has the right to change the Trademarks you are licensed to use periodically through changes to the Operations Manual, or otherwise in writing, any of which may be communicated electronically. Your use of the Trademarks and any goodwill is to ADQ's exclusive benefit and you retain no rights in the Trademarks other than a license to use the Trademarks during the term of your franchise agreement. You retain no rights in the Trademarks upon termination of your franchise agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Trademarks unless ADQ directs in writing.

There are currently no effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, nor any pending infringement, opposition or cancellation proceeding. There is no pending material federal or state court litigation regarding ADQ's use or ownership rights in the Trademarks. There are currently no effective agreements that significantly limit ADQ's rights to use or license the use of the Trademarks in a manner material to the franchise. ADQ does not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in the state where your franchised business will be located.

ADQ is not obligated to protect your right to use the Trademarks, or to protect you against infringement or unfair competition claims arising out of your use of the Trademarks, or to participate in your defense or indemnify you. ADQ has the right to control any litigation related to the Trademarks and the right to decide to pursue or settle any infringement actions related to the Trademarks. You must notify ADQ promptly of any infringement or unauthorized use of the Trademarks of which you become aware and cooperate with any action that ADQ undertakes; however, ADQ is not required by the franchise agreement to take affirmative action when notified of such uses. If ADQ determines that a claim by a party that its rights to use the Trademarks are superior and requires changes or substitutions to the Trademarks, you must immediately make the changes or substitutions required by ADQ at your expense. You do not have any rights under the franchise agreement if ADQ requires you to modify or discontinue using a trademark.

Item 14: Patents, Copyrights, and Proprietary Information

There are no patents or copyrights currently registered or pending patent applications that are material to the franchise offered, although ADQ claims copyright ownership and protection for its franchise agreement and other franchise related agreements, the Operations Manual, and for various sales promotional and other materials published.

There are no current material determinations of the United States Copyright Office, the United States Patent and Trademark Office, or a court regarding the patent or copyright, nor any material proceeding pending in the United States Patent and Trademark Office or any court. There are currently no agreements in effect that limit the use of any patents or copyrights in a manner affecting you. ADQ knows of no patent or copyright infringement that could materially affect you.

ADQ is not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. ADQ has the right to control any litigation related to any patents and copyrights and the right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify

ADQ promptly of any infringement or unauthorized use of the patents and copyrights of which you become aware and cooperate with any action that ADQ undertakes; however, ADQ is not required by the franchise agreement to take affirmative action when notified of such uses. You do not have any rights under the franchise agreement if ADQ requires you to modify or discontinue using any subject matter covered by a patent or copyright.

You must keep all proprietary information confidential during and after the term of the franchise agreement, including the Operations Manual and product preparation materials. You must not duplicate or disseminate any proprietary information to any party other than your employees who need to know such proprietary information, and you must comply with all changes to the Operations Manual at your cost. Upon termination of your franchise agreement, you must return all proprietary information to ADQ, including all copies of the Operations Manual and the product preparation materials then in your possession or control or previously disseminated to your employees, and all other copyright material. You must notify ADQ immediately if you learn about an unauthorized use of proprietary information, although ADQ is not required by the franchise agreement to take any action and has the right to determine the appropriate response to any unauthorized use of proprietary information.

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

You are required to operate your DQ Grill & Chill® franchise under your active and continuous supervision. If the franchisee is a business entity, the franchisee is required to have one owner who is responsible for overseeing the general management of the day-to-day operations of the location. You must have one designated manager and two assistant managers who have completed ADQ's training requirements in Item 11. Designated and assistant managers must personally invest their full time and attention and devote their best efforts to the on-premises general management of the day-to-day operations of the location, and meet ADQ's restaurant or retail management experience requirements. Designated and assistant managers may not participate in the active operation or management of any other business.

You must ensure that any designated or assistant managers with access to confidential information (as defined in the franchise agreement) abide by the confidentiality obligations in the franchise agreement. Also, a designated manager cannot directly or indirectly operate, permit to be operated, or hold any interest in a competitive business.

If you are a multiple unit franchisee, you must also designate one full-time senior executive ("Designated Supervisory Executive") who must comply with ADQ's additional experience, training and management requirements.

The Designated Supervisory Executive must supervise the day to day business activities under the MultiTRA and manage your full time supervisors (each a "Supervisor"). You must employ at least one full-time Supervisor for each eight locations opened and operated under the MultiTRA. The Supervisors will supervise the operation and administration of their designated restaurants and manage the designated managers. For the first eight restaurants you open and operate under a MultiTRA, your Designated Supervisory Executive may also be a Supervisor but not manage any other Supervisors. Once your Designated Supervisory Executive manages any Supervisors, he or she may fill the role of Supervisor for no more than four restaurants. Your Designated Supervisory

Executive and Supervisors must personally invest their full time and attention and devote their best efforts to their supervisory and management responsibilities relating to your restaurants, and must attend and successfully complete the required training described in Item 11.

If the franchisee will be a business entity, all of its owners must sign the personal undertaking and guarantee attached to the franchise agreement. You must identify your owners in the Ownership Addendum and notify ADQ in writing of any change in the owners.

Item 16: Restrictions on What the Franchisee May Sell

ADQ requires you to offer and sell only those goods and services that ADQ has approved (see Items 8 and 9). In addition, you may offer and sell these approved goods and services only from your restaurant (see Item 12). Any failure to comply with these requirements or to meet product quality standards may result in termination of your franchise agreement (see Item 17).

You must carry the required menu items that ADQ designates for your business. If you are a conversion franchisee that signs the NSF conversion addendum, you must cease selling any non-system food item, unless otherwise approved by ADQ in writing. ADQ has the right to determine the authorized menu for your restaurant, based upon ADQ's evaluation of various factors, including customs or circumstances of a particular site or location, density of population, population of trade area, existing business practices, lease restrictions and any other condition that ADQ deems to be of importance to the operation of your business or to the DQ® system. Except as described in the NSF conversion addendum, there are no limits on ADQ's right to make modifications to the approved menu and ingredients periodically through the Operations Manual, system bulletin or otherwise in writing, any of which may be communicated electronically. To the fullest extent the law allows, ADQ may require you to offer items on the menu at the maximum, minimum, or other prices that ADQ specifies. In order to carry certain optional menu items approved by ADQ, ADQ has the right to require you to attend specialized training or purchase additional equipment. You might have to pledge additional funds to be used for advertising the optional products in your trade area. Other restaurants may carry different menu items than you carry in your restaurant.

You must not sell, offer for sale or otherwise handle alcoholic or intoxicating beverages or controlled substances upon the restaurant premises. You must not have or use, or permit the presence or use of, ATM, video game machines or vending machines or any like coin-operated or electronic device or machine upon the restaurant premises. In addition, you must not offer, sell, use or participate in, any lottery or gambling device of any nature at or from the restaurant premises. Your restaurant must be smoke-free for all customers and employees, and you must post signs on all doors and throughout the restaurant that announce the smoke-free policy.

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

THE FRANCHISE RELATIONSHIP

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

| Provision | Section in franchise agreement | Summary |
|---|--------------------------------|--|
| a. Length of the franchise term | Section 4.1 | <p>20 years, if for a new restaurant franchise;</p> <p>The lesser of 20 years or the remaining term of the transferring licensee’s franchise agreement, if the agreement is signed as a requirement of a transfer; or</p> <p>The renewal term specified in the expiring franchise agreement, if the agreement is signed as a requirement of a renewal.</p> |
| b. Renewal or extension of the term | Section 4.3 | Renewal for one additional term for the shorter of 10 years or the remaining term of the lease. |
| c. Requirements for franchisee to renew or extend | Section 4.3 | Give written notice of intent to renew; sign then-current form of franchise agreement, which may differ materially, including higher or additional fees; comply with modernization provisions in section 5.5; in good standing with no history of substantial noncompliance; have right to remain in possession of the restaurant premises throughout renewal period; pay renewal fee; sign a release. |
| d. Termination by franchisee | Section 13.3 | You may terminate the franchise agreement for a material breach after giving written notice and failure to cure within 30 days. Termination is effective 60 days after written notice. |
| e. Termination by franchisor without cause | Not applicable | Not applicable. |
| f. Termination by franchisor with cause | Section 13.2 | If you default. |

| Provision | Section in franchise agreement | Summary |
|--|--|---|
| g. "Cause" defined - curable defaults | Section 13.1 Section 13.2(A) Section 13.2(B) | <p>Twenty-four hours to cure a default that materially impairs the goodwill of the trademarks, or that is a threat or danger to public health or safety.</p> <p>Ten days to cure any default for failure to timely provide required reports or pay amounts due.</p> <p>Thirty days to cure any default except those listed above or in "h" below.</p> |
| h. "Cause" defined - non-curable defaults | Section 13.1 Section 13.2(C) | Lose right to occupy premises; failure to reopen after restaurant is destroyed or damaged; failure to reopen after relocation; abandonment; insolvency; conviction of an offense related to restaurant; intentionally understating or underreporting amounts due; third default within 12 months; you are named a specially designated national or blocked person as designated by the United States Department of the Treasury's Office of Foreign Assets Control. |
| i. Franchisee's obligations on termination/non-renewal | Section 13.2(D) Section 14 | Stop using trademarks; pay amounts due; comply with noncompete; maintain confidentiality; pay termination fee. |
| j. Assignment of contract by franchisor | Section 11.6 | No restriction on right to assign. |
| k. "Transfer" by franchisee - defined | Section 11.2 | Includes a transfer of the restaurant, any restaurant assets or revenues, a direct or indirect ownership interest in the franchise agreement or restaurant, or a management agreement. |
| l. Franchisor approval of transfer by franchisee | Section 11.1 Section 11.4 | All transfers must have consent, which will not be unreasonably withheld if all transfer requirements are met. |

| Provision | Section in franchise agreement | Summary |
|---|---|---|
| m. Conditions for franchisor approval of transfer | Section 11.3 | Transferee meets requirements; pay transfer fee; amounts owed paid; compliance with franchise agreement; all owners of transferee sign guarantee; you sign a release; training requirements met; transferee signs then current franchise agreement, which may have materially different terms, including higher or additional fees; facility improvements and modernization completed; you agree to observe post-termination obligations; other conditions reasonably required. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section 11.3(B) | Can match an offer to purchase the franchise agreement, restaurant, franchisee, or an owner, unless the proposed transfer results from insolvency or bankruptcy, then an appraiser will set the purchase price. |
| o. Franchisor's option to purchase franchisee's business | Section 14.5 | Upon termination or expiration, franchisor may purchase or designate a third party to purchase the restaurant assets. An appraiser will determine the price. |
| p. Death or disability of franchisee | Section 11.2 | Must comply with all transfer requirements. |
| q. Non-competition covenants during the term of the franchise | Section 10.5 | No direct or indirect involvement in the operation of any quick service restaurant that serves hamburgers but does not serve alcohol, or a business that generates more than 10% of its revenue from sales of ice cream, yogurt, frozen custard, fruit-based beverages, soft-serve or other frozen treats ("Competitive Business"). |
| r. Non-competition covenants after the franchise is terminated or expires | Section 14.6 | No direct or indirect involvement in a Competitive Business within: 500 meters of the authorized location for one year after termination or expiration for Street location; or within same building or venue for Captive-venue location. |
| s. Modification of the agreement | Section 6.1 Section 6.11 Section 15.4 | Modifications must be signed by both parties, but franchisor has right to change the menu, Operations Manual, and trademarks. |

| Provision | Section in franchise agreement | Summary |
|---|--------------------------------|--|
| t. Integration/merger clause | Section 15.2 | The franchise agreement, together with its addenda, and your franchise application are the sole agreement between the parties (subject to state law). However, nothing in those documents is intended to disclaim the representations made in this franchise disclosure document. Any representations or promises made outside these documents may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Section 12 | Except for certain claims, all disputes must be arbitrated in Minneapolis, Minnesota or at another mutually agreeable place (subject to state law). |
| v. Choice of forum | Section 15.9 | Litigation must be in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota (subject to state law). |
| w. Choice of law | Section 15.8 | Applicable law is that of the state where authorized location is. |

MultiTRA

The following table lists important provisions of the MultiTRA. You will only enter into a MultiTRA if you are granted a multiple unit franchise. You should read these provisions in the applicable MultiTRA attached to this disclosure document.

| Provision | Section in Agreement | Summary |
|--|--------------------------------|---|
| a. Length of the franchise term | MultiTRA Section 4; Appendix B | Term will vary and expires at the end of the final Term Year |
| b. Renewal or extension of the term | MultiTRA Section 4 | No right to renew or extend term |
| c. Requirements for you to renew or extend | Not applicable (See “b” above) | Not applicable |
| d. Termination by you | MultiTRA Section 9D | You may terminate only for a material breach by ADQ, provided you give ADQ written notice of the breach and allow ADQ 60 days to cure such breach |
| e. Termination by ADQ without cause | Not applicable | Not applicable |

| | Provision | Section in Agreement | Summary |
|----|---|-------------------------|--|
| f. | Termination by ADQ with cause | MultiTRA Section 9A-C | If you default |
| g. | “Cause” defined - curable defaults | MultiTRA Section 9A, 9B | <p>You have 30 days to cure the failure to meet any Minimum Development Quotas, failure to sign an Operating Agreement for a restaurant in your trade area, and any other default not listed in “h” below</p> <p>Failure to cure a default under any franchise agreement or lease, or failure to meet any Development and Opening Commitment Schedule deadlines</p> |
| h. | “Cause” defined - non-curable defaults | MultiTRA Section 9A | <p>Voluntary bankruptcy, unapproved assignments or transfers, conviction of any felony directly related to the Dairy Queen® business, and failure to cure within 24 hours of notice thereof a default which materially impairs the goodwill associated with any of ADQ’s trademarks.</p> <p>Any breach of the MultiTRA other than a breach under Section 9B; failure to cure a default under any franchise agreement, lease, or any other agreement with or obligation owed to ADQ; intentional submission of application with false or misleading statement or omission of material fact; conviction of felony directly related to the DQ Grill & Chill® business, voluntary bankruptcy</p> |
| i. | Your obligations on termination/non-renewal | MultiTRA Section 10 | Cessation of rights to develop in the Trade Area, cessation of all use of ADQ’s trademarks, except as permitted under any Operating Agreements still in effect, payment of amounts due, and continued compliance with all supervisory and management obligations described in Sections 5A and 5B |
| j. | Assignment of contract by ADQ | MultiTRA Section 6B | No restriction on ADQ’s right to assign |
| k. | “Transfer” by you - defined | MultiTRA Section 6A | You have no rights to transfer the MultiTRA |
| l. | ADQ’s approval of transfer by you | MultiTRA | Not applicable. See “k” above. |
| m. | Conditions for ADQ’s approval of transfer | MultiTRA | Not applicable. See “k” above. |

| Provision | | Section in Agreement | Summary |
|-----------|--|--------------------------------|---|
| n. | ADQ's right of first refusal to acquire your business | MultiTRA | Not applicable. See "k" above. |
| o. | ADQ's option to purchase your business | Not applicable | Not applicable |
| p. | Your death or disability | Not applicable | Not applicable |
| q. | Non-competition covenants during the term of the franchise | Not applicable | Not applicable |
| r. | Non-competition covenants after the franchise is terminated or expires | Not applicable | Not applicable |
| s. | Modification of the agreement | MultiTRA Section 11C | No modifications generally, but ADQ has the right to change standards |
| t. | Integration/merger clause | MultiTRA Section 11C | The MultiTRA, together with its addenda and appendices, the Operating Agreements and the franchise application signed by you are the sole agreement between the parties (subject to state law). However, nothing in those agreements is intended to disclaim the representations made in this franchise disclosure document. Any representations or promises made outside these documents may not be enforceable. |
| u. | Dispute resolution by arbitration or mediation | MultiTRA Section 8 | All disputes must be arbitrated in Minneapolis, Minnesota or at another mutually agreeable place (subject to state law) |
| v. | Choice of forum | Not applicable (See "u" above) | Not applicable |
| w. | Choice of law | MultiTRA Section 11G | Applicable law is that of the state where your Trade Area is located |

Item 18: Public Figures

ADQ does not use any public figure to promote the franchise. No public figure is involved in the actual management or control of ADQ.

Item 19: Financial Performance Representations

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

Written substantiation for the FPR will be made available to you at ADQ's office in Minneapolis, Minnesota upon reasonable request.

Additional Information Regarding this FPR:

- A. The actual results included in this FPR relate to results for the restaurants described in the schedules. Prior to submitting an application for a franchise, ADQ strongly recommends that you contact several existing franchisees of your own choosing for information concerning a DQ Grill & Chill® restaurant. The financial results of a new DQ Grill & Chill® restaurant may vary considerably from older locations, which may have been originally developed as a Dairy Queen®/Brazier® restaurant. Neither ADQ nor any of its affiliates make any promises or representations of any kind that you will achieve any particular results or level of sales or profitability or even achieve break-even results in connection with the development of a new restaurant.
- B. You are responsible for developing your own business plan for your restaurant, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. ADQ encourages you to consult with your own accounting, business, and legal advisors in doing so. In developing the business plan, you are cautioned to make necessary allowance for changes in financial results to income, expenses, or both, that may result from the operation of your restaurant in different geographic areas or new market areas, or during periods of, or in areas suffering from, economic downturns, inflation, unemployment, labor shortages or other negative economic influences.
- C. Historical costs do not necessarily correspond to future costs because of factors such as inflation, changes in minimum wage laws, location, financing, real estate and construction-related costs and other variables. All information should be evaluated in light of current market conditions including cost and price information as may then be available. Prospective franchisees must bear in mind that a newly opened business generally cannot be expected to achieve sales volumes or maintain expenses similar to those of an established business.
- D. This FPR does not include all start-up expenses and development costs for a new DQ Grill & Chill® restaurant. See Items 5, 6 and 7 of the disclosure document for estimates and other information pertaining to the fees and initial investment required for the development of a new restaurant. Similarly, the expenses identified in this FPR are not the only expenses that you will incur in connection with the operation of a DQ Grill & Chill® restaurant. You

may incur other additional expenses including, but not limited to, insurance, legal and accounting, interest on debt service, rent, depreciation/amortization, property taxes, and other taxes and licenses. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise. You should contact an accountant or other financial advisor to fully understand these matters and the impact they may have on your DQ Grill & Chill® restaurant.

SCHEDULES A and B

Schedules A and B disclose information about DQ Grill & Chill® restaurants that:

- were newly constructed freestanding restaurants developed under ADQ's new or additional restaurant development programs;
- were developed and first opened for business between January 1, 2012 and December 31, 2021;
- were operated and reported sales data to ADQ for all 12 months of the noted year; and
- are franchisee owned and operated.

This FPR does not include information about: (1) new DQ® restaurants developed in Texas (which have the "Texas Country Foods" cooked food menu and are offered under a separate disclosure document); (2) existing DQ® restaurants that have converted to the DQ Grill & Chill® restaurant's facility design, menu and trademark by remodeling an existing DQ® restaurant or replacing an existing DQ® restaurant with a new DQ Grill & Chill® restaurant design facility either at the same site or at a new location; (3) new DQ Grill & Chill® restaurants that were opened in a fuel center or other non-traditional location inside a host building such as a ferry terminal or mall; or (4) new DQ Grill & Chill® restaurants that were opened under a developmental rights contract or a franchise agreement granted by a territory operator.

Schedule A presents Gross Sales (as defined below and in the Operating Agreement) for all locations that meet the criteria above for inclusion in this FPR.

Schedule B includes information on certain categories of expenses and manageable profit for a subset of the locations listed in schedule A, based on the usable profit and loss statements ("P&Ls") these locations submitted to ADQ for the years 2019 through 2022.

The data in schedule A is based on sales reports submitted to ADQ by franchisees of the restaurants included in the schedule and the data in schedule B is based on information submitted on P&Ls from franchisees of the restaurants included in the schedule. ADQ has not audited or independently verified the results in the P&Ls or sales reports.

SCHEDULE A

| Year | 2019 | 2020 | 2021 | 2022 |
|---|-------------|-------------|-------------|-------------|
| Average Annual Gross Sales | \$1,163,274 | \$1,268,919 | \$1,401,471 | \$1,372,115 |
| Number of Restaurants Meeting or Exceeding the Average | 108 | 113 | 124 | 140 |
| Percent of Restaurants Meeting or Exceeding the Average | 45% | 43% | 42% | 44% |
| High Annual Gross Sales | \$2,753,016 | \$2,682,054 | \$3,002,244 | \$3,135,208 |
| Median Annual Gross Sales | \$1,133,549 | \$1,236,684 | \$1,362,544 | \$1,325,089 |
| Low Annual Gross Sales | \$383,060 | \$512,290 | \$518,468 | \$484,663 |
| Number of Restaurants that Qualified for Inclusion | 239 | 265 | 293 | 317 |
| Number of Restaurants that Were Excluded Because They Were Not Open or Did Not Report Sales for All 12 Months of the Year | 31 | 29 | 31 | 7 |

SCHEDULE B

| Year | Category | Store Count | Straight Average | Maximum | Median | Minimum | # Meeting or Exceeding the Average | % Meeting or Exceeding the Average |
|-------------|------------------------------|--------------------|-------------------------|----------------|---------------|----------------|---|---|
| 2019 | (1) Gross Sales | 177 | \$1,196,269 | \$2,761,510 | \$1,139,773 | \$549,418 | 76 | 43% |
| | (2) Cost of Goods | 177 | 31.12% | 39.72% | 31.23% | 22.81% | 87 | 49% |
| | (3) Labor | 177 | 29.99% | 44.82% | 29.48% | 20.73% | 96 | 54% |
| | (4) Restaurant Controllables | 177 | 10.58% | 16.99% | 10.37% | 6.23% | 93 | 53% |
| | (5) Manageable Profit | 177 | 28.31% | 44.24% | 29.09% | 7.64% | 97 | 55% |

| Year | Category | Store Count | Straight Average | Maximum | Median | Minimum | # Meeting or Exceeding the Average | % Meeting or Exceeding the Average |
|-------------|------------------------------|--------------------|-------------------------|----------------|---------------|----------------|---|---|
| 2020 | (1) Gross Sales | 177 | \$1,273,969 | \$2,688,631 | \$1,235,581 | \$568,231 | 75 | 42% |
| | (2) Cost of Goods | 177 | 29.84% | 39.10% | 29.67% | 21.42% | 95 | 54% |
| | (3) Labor | 177 | 28.26% | 40.21% | 27.57% | 21.19% | 97 | 55% |
| | (4) Restaurant Controllables | 177 | 10.60% | 16.71% | 10.24% | 6.38% | 100 | 56% |
| | (5) Manageable Profit | 177 | 31.31% | 45.40% | 31.74% | 15.31% | 92 | 52% |

| Year | Category | Store Count | Straight Average | Maximum | Median | Minimum | # Meeting or Exceeding the Average | % Meeting or Exceeding the Average |
|-------------|------------------------------|--------------------|-------------------------|----------------|---------------|----------------|---|---|
| 2021 | (1) Gross Sales | 164 | \$1,476,845 | \$3,002,244 | \$1,406,479 | \$564,227 | 65 | 40% |
| | (2) Cost of Goods | 164 | 29.90% | 37.94% | 29.83% | 21.58% | 83 | 51% |
| | (3) Labor | 164 | 28.87% | 43.45% | 28.21% | 20.45% | 91 | 55% |
| | (4) Restaurant Controllables | 164 | 10.02% | 16.87% | 9.83% | 6.07% | 90 | 55% |
| | (5) Manageable Profit | 164 | 31.20% | 44.53% | 32.04% | 11.34% | 90 | 55% |

| Year | Category | Store Count | Straight Average | Maximum | Median | Minimum | # Meeting or Exceeding the Average | % Meeting or Exceeding the Average |
|------|------------------------------|-------------|------------------|-------------|-------------|-----------|------------------------------------|------------------------------------|
| 2022 | (1) Gross Sales | 106 | \$1,498,227 | \$2,844,216 | \$1,404,598 | \$686,366 | 43 | 41% |
| | (2) Cost of Goods | 106 | 31.98% | 41.90% | 31.47% | 25.48% | 60 | 57% |
| | (3) Labor | 106 | 29.41% | 43.54% | 28.88% | 20.27% | 61 | 58% |
| | (4) Restaurant Controllables | 106 | 10.47% | 16.40% | 10.46% | 6.08% | 53 | 50% |
| | (5) Manageable Profit | 106 | 28.14% | 42.14% | 28.91% | 7.39% | 59 | 56% |

Schedule B is based upon P&L information for restaurants that submitted usable P&Ls for one or more of the years 2019 through 2022. There were restaurants included in Schedule A that were excluded from Schedule B for one or more of the following reasons: (a) ADQ did not receive any P&Ls with 12 full months of data during the applicable time period, (b) the P&Ls showed a variance of 3% or more from the sales reports submitted to ADQ, or (c) the P&Ls submitted to ADQ had an obvious error in the data. The number of restaurants included in Schedule A but excluded from Schedule B was as follows: 93 restaurants in 2019; 117 restaurants in 2020; 160 restaurants in 2021 and 218 restaurants in 2022.

Definitions and Notes to Schedules

1. **Gross Sales.** Gross sales, as used in this Item 19 and in the Operating Agreement, means the total revenues and receipts from the sale of all products sold by the Restaurant, whether paid for by cash, credit (not adjusted for credit card fees) or gift card, barter, or otherwise, including sales of all products under any of the Trademarks as well as sales of other products, services and merchandise, whether or not identified by other brand names, and excluding sales taxes and revenues and receipts arising directly from Licensee's sale of gift cards.
2. **Cost of Goods.** The cost of the food products that are sold to consumers and the associated paper purchases (based on beginning inventory plus purchases less ending inventory). The food products include ingredients, beverages, and condiments. The associated paper purchases include bags, product wraps and containers, other paper products, cups and lids, straws, and eating utensils.
3. **Labor.** The sum of crew labor wages, manager's wages and salary and other compensation, and related taxes and benefits. Labor does include payments that may be made to a franchisee or its owners in the form of a manager's salary or wages. Labor does not include payments that may be made to a franchisee or its owners in the form of an owner's draw, a dividend, or similar distributions. Because of the many forms through which franchisees may be compensated for their work in a store, not all stores paid a manager's salary and benefits. The Labor numbers used for purposes of this FPR were those included in the Profit and Loss reports received from franchisees without any adjustments for the manner in which the franchisees handle owner compensation.
4. **Restaurant Controllables.** The sum of utilities, telephone, local advertising, repairs and maintenance, service contractors, laundry and uniforms, operating supplies (other than inventory), trash and recycling, delivery service provider fees and commissions, and bank charges (other than debt service).
5. **Miscellaneous Expenses.** All miscellaneous expenses are rolled up into the total Restaurant Controllables percentage.
6. **Manageable Profit.** Profit remaining after deduction of sales taxes, discounts, Cost of Goods, Labor Cost and Restaurant Controllables, but before the deduction of occupancy costs, insurance (non-employment), continuing license fees, sales promotion program fees, legal fees, accounting fees and other administrative costs.
7. **Adjustments.** Any financial statement preparation includes certain estimates, accruals and reclassifications as common accounting period adjustments. These accounting adjustments generally are made to the most current accounting period included in the statement, unless they are deemed to be a material adjustment to a prior accounting period. If an adjustment is considered material, the prior accounting periods are restated to reflect the adjustment in the applicable period(s). ADQ does not know if any franchisee made any accounting period adjustments for their financial results.

Warning:

**Some Restaurants have earned the amounts reflected in this FPR.
Your individual results will differ. There is no assurance that you will earn as much.**

Other than the preceding financial performance representation, ADQ does not make any financial performance representations. ADQ also does not authorize its employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, ADQ 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 Shelly H. O’Callaghan at 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437 or by telephone at (952) 830-0308, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information

Included in this Item are tables for the following concepts: direct-licensed and subfranchised DQ Grill & Chill® restaurants, direct-licensed and subfranchised Dairy Queen®/Brazier® restaurants, and Texas DQ® restaurants.

**DQ Grill & Chill® & Dairy Queen®/Brazier® Direct-Licensed Outlets
Systemwide Outlet Summary
For Years 2020 to 2022⁽¹⁾**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---------------|------|----------------------------------|--------------------------------|------------|
| Franchised | 2020 | 1913 | 1926 | 13 |
| | 2021 | 1926 | 1952 | 26 |
| | 2022 | 1952 | 1965 | 13 |
| Company-Owned | 2020 | 2 | 2 | 0 |
| | 2021 | 2 | 2 | 0 |
| | 2022 | 2 | 2 | 0 |
| Total Outlets | 2020 | 1915 | 1928 | +13 |
| | 2021 | 1928 | 1954 | +26 |
| | 2022 | 1954 | 1967 | +13 |

(1) The totals do not include Texas DQ® restaurants, subfranchised outlets operating under agreements with territory operators (“subfranchised restaurants”), or outlets for other franchise programs described in Item 1.

**DQ Grill & Chill® & Dairy Queen®/Brazier® Direct Licensed Outlets
Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2020 to 2022**

| State | Year | Number of Transfers |
|---------|------|---------------------|
| Alabama | 2020 | 3 |
| | 2021 | 2 |
| | 2022 | 6 |
| Arizona | 2020 | 7 |
| | 2021 | 5 |
| | 2022 | 1 |

| State | Year | Number of Transfers |
|---------------|------|---------------------|
| Arkansas | 2020 | 6 |
| | 2021 | 0 |
| | 2022 | 2 |
| California | 2020 | 2 |
| | 2021 | 2 |
| | 2022 | 1 |
| Colorado | 2020 | 2 |
| | 2021 | 1 |
| | 2022 | 0 |
| Delaware | 2020 | 2 |
| | 2021 | 2 |
| | 2022 | 0 |
| Florida | 2020 | 8 |
| | 2021 | 5 |
| | 2022 | 4 |
| Georgia | 2020 | 3 |
| | 2021 | 10 |
| | 2022 | 8 |
| Idaho | 2020 | 1 |
| | 2021 | 2 |
| | 2022 | 10 |
| Illinois | 2020 | 9 |
| | 2021 | 10 |
| | 2022 | 9 |
| Indiana | 2020 | 7 |
| | 2021 | 10 |
| | 2022 | 13 |
| Iowa | 2020 | 0 |
| | 2021 | 1 |
| | 2022 | 0 |
| Kansas | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 3 |
| Kentucky | 2020 | 2 |
| | 2021 | 3 |
| | 2022 | 2 |
| Louisiana | 2020 | 0 |
| | 2021 | 10 |
| | 2022 | 0 |
| Maine | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 0 |
| Massachusetts | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |

| State | Year | Number of Transfers |
|----------------|------|---------------------|
| Michigan | 2020 | 1 |
| | 2021 | 2 |
| | 2022 | 2 |
| Minnesota | 2020 | 6 |
| | 2021 | 4 |
| | 2022 | 7 |
| Mississippi | 2020 | 0 |
| | 2021 | 2 |
| | 2022 | 0 |
| Missouri | 2020 | 5 |
| | 2021 | 6 |
| | 2022 | 5 |
| Nebraska | 2020 | 4 |
| | 2021 | 0 |
| | 2022 | 3 |
| New Mexico | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 2 |
| New York | 2020 | 0 |
| | 2021 | 1 |
| | 2022 | 0 |
| North Carolina | 2020 | 0 |
| | 2021 | 4 |
| | 2022 | 2 |
| Ohio | 2020 | 4 |
| | 2021 | 3 |
| | 2022 | 5 |
| Oklahoma | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 1 |
| Pennsylvania | 2020 | 3 |
| | 2021 | 2 |
| | 2022 | 1 |
| Rhode Island | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| South Carolina | 2020 | 1 |
| | 2021 | 2 |
| | 2022 | 0 |
| Tennessee | 2020 | 6 |
| | 2021 | 2 |
| | 2022 | 1 |
| Washington | 2020 | 1 |
| | 2021 | 3 |
| | 2022 | 7 |

| State | Year | Number of Transfers |
|---------------|------|---------------------|
| West Virginia | 2020 | 4 |
| | 2021 | 0 |
| | 2022 | 5 |
| Wisconsin | 2020 | 3 |
| | 2021 | 9 |
| | 2022 | 6 |
| Wyoming | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 0 |
| Total | 2020 | 93 |
| | 2021 | 103 |
| | 2022 | 108 |

**DQ Grill & Chill® & Dairy Queen®/Brazier® Direct-Licensed Outlets
Status of Franchised Outlets
For Years 2020 to 2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|-------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Alabama | 2020 | 68 | | 2 | | | | 66 |
| | 2021 | 66 | | 1 | | | | 65 |
| | 2022 | 65 | 1 | | | | | 66 |
| Alaska | 2020 | 5 | | | | | | 5 |
| | 2021 | 5 | | | | | | 5 |
| | 2022 | 5 | | | | | | 5 |
| Arizona | 2020 | 34 | | | | | | 34 |
| | 2021 | 34 | | | | | | 34 |
| | 2022 | 34 | | | | | | 34 |
| Arkansas | 2020 | 25 | 3 | | | | | 28 |
| | 2021 | 28 | 3 | | | | | 31 |
| | 2022 | 31 | 2 | 1 | | | | 32 |
| California | 2020 | 38 | 1 | | | | | 39 |
| | 2021 | 39 | | 1 | | | | 38 |
| | 2022 | 38 | 1 | 2 | | | | 37 |
| Colorado | 2020 | 30 | | | | | | 30 |
| | 2021 | 30 | 2 | | | | | 32 |
| | 2022 | 32 | | | | | | 32 |
| Connecticut | 2020 | 10 | 1 | | | | | 11 |
| | 2021 | 11 | 1 | | | | | 12 |
| | 2022 | 12 | 1 | | | | | 13 |
| Delaware | 2020 | 10 | 1 | | | | | 11 |
| | 2021 | 11 | | 1 | | | | 10 |
| | 2022 | 10 | | | | | | 10 |
| Florida | 2020 | 89 | 2 | 2 | | | | 89 |
| | 2021 | 89 | 5 | 3 | | | | 91 |
| | 2022 | 91 | 3 | | | | | 94 |

| 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 |
|---------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Georgia | 2020 | 199 | 2 | 1 | | | | 200 |
| | 2021 | 200 | 3 | 4 | | | | 199 |
| | 2022 | 199 | 5 | 2 | | | | 202 |
| Idaho | 2020 | 20 | | | | | | 20 |
| | 2021 | 20 | | | | | | 20 |
| | 2022 | 20 | 3 | | | | | 23 |
| Illinois | 2020 | 136 | | 1 | | | | 135 |
| | 2021 | 135 | 2 | 1 | | | | 136 |
| | 2022 | 136 | | | | | | 136 |
| Indiana | 2020 | 158 | 3 | | | | | 161 |
| | 2021 | 161 | 2 | | | | | 163 |
| | 2022 | 163 | | 4 | | | | 159 |
| Iowa | 2020 | 26 | 1 | 1 | | | | 26 |
| | 2021 | 26 | | | | | | 26 |
| | 2022 | 26 | | | | | | 26 |
| Kansas | 2020 | 46 | | | | | | 46 |
| | 2021 | 46 | 1 | 1 | | | | 46 |
| | 2022 | 46 | | 1 | | | | 45 |
| Kentucky | 2020 | 127 | 3 | | | | | 130 |
| | 2021 | 130 | | 1 | | | | 129 |
| | 2022 | 129 | 2 | | | | | 131 |
| Louisiana | 2020 | 29 | 1 | | | | | 30 |
| | 2021 | 30 | 2 | | | | | 32 |
| | 2022 | 32 | | | | | | 32 |
| Maine | 2020 | 9 | | | | | | 9 |
| | 2021 | 9 | | | | | | 9 |
| | 2022 | 9 | | | | | | 9 |
| Maryland | 2020 | 13 | | | | | | 13 |
| | 2021 | 13 | | | | | | 13 |
| | 2022 | 13 | 2 | | | | | 15 |
| Massachusetts | 2020 | 11 | | | | | | 11 |
| | 2021 | 11 | 1 | | | | | 12 |
| | 2022 | 12 | | | | | | 12 |
| Michigan | 2020 | 40 | | | | | | 40 |
| | 2021 | 40 | 3 | | | | | 43 |
| | 2022 | 43 | 3 | | | | | 46 |
| Minnesota | 2020 | 138 | 2 | | | | | 140 |
| | 2021 | 140 | 1 | 1 | | | | 140 |
| | 2022 | 140 | 2 | 7 | | | | 135 |
| Mississippi | 2020 | 25 | 1 | | | | | 26 |
| | 2021 | 26 | | | | | | 26 |
| | 2022 | 26 | | | | | | 26 |

| 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 |
|----------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Missouri | 2020 | 97 | 1 | 1 | | | | 97 |
| | 2021 | 97 | 1 | 2 | | | | 96 |
| | 2022 | 96 | 2 | 1 | | | | 97 |
| Nebraska | 2020 | 40 | | | | | | 40 |
| | 2021 | 40 | 2 | 2 | | | | 40 |
| | 2022 | 40 | | | | | | 40 |
| Nevada | 2020 | 5 | | | | | | 5 |
| | 2021 | 5 | | | | | | 5 |
| | 2022 | 5 | | | | | | 5 |
| New Hampshire | 2020 | 6 | | | | | | 6 |
| | 2021 | 6 | | | | | | 6 |
| | 2022 | 6 | | | | | | 6 |
| New Jersey | 2020 | 1 | | | | | | 1 |
| | 2021 | 1 | | | | | | 1 |
| | 2022 | 1 | | | | | | 1 |
| New Mexico | 2020 | 27 | | | | | | 27 |
| | 2021 | 27 | | | | | | 27 |
| | 2022 | 27 | 1 | 1 | | | | 27 |
| New York | 2020 | 24 | 1 | 2 | | | | 23 |
| | 2021 | 23 | | | | | | 23 |
| | 2022 | 23 | | | | | | 23 |
| North Carolina | 2020 | 37 | 2 | | | | | 39 |
| | 2021 | 39 | 2 | 1 | | | | 40 |
| | 2022 | 40 | | 1 | | | | 39 |
| Ohio | 2020 | 69 | 3 | | | | | 72 |
| | 2021 | 72 | 2 | | | | | 74 |
| | 2022 | 74 | 3 | | | | | 77 |
| Oklahoma | 2020 | 13 | 1 | 1 | | | | 13 |
| | 2021 | 13 | | | | | | 13 |
| | 2022 | 13 | | 1 | | | | 12 |
| Oregon | 2020 | 4 | | | | | | 4 |
| | 2021 | 4 | | | | | | 4 |
| | 2022 | 4 | | | | | | 4 |
| Pennsylvania | 2020 | 25 | | | | | | 25 |
| | 2021 | 25 | 7 | 2 | | | | 30 |
| | 2022 | 30 | 1 | | | | | 31 |
| Rhode Island | 2020 | 1 | | | | | | 1 |
| | 2021 | 1 | | | | | | 1 |
| | 2022 | 1 | | | | | | 1 |
| South Carolina | 2020 | 18 | 1 | | | | | 19 |
| | 2021 | 19 | 1 | 1 | | | | 19 |
| | 2022 | 19 | 1 | 1 | | | | 19 |

| 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 |
|---------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| South Dakota | 2020 | 5 | | | | | | 5 |
| | 2021 | 5 | | | | | | 5 |
| | 2022 | 5 | 2 | | | | | 7 |
| Tennessee | 2020 | 75 | 1 | 3 | | | | 73 |
| | 2021 | 73 | 2 | | | | | 75 |
| | 2022 | 75 | 3 | 1 | | | | 77 |
| Washington | 2020 | 33 | | | | | | 33 |
| | 2021 | 33 | | | | | | 33 |
| | 2022 | 33 | | | | | | 33 |
| West Virginia | 2020 | 51 | | 2 | | | | 49 |
| | 2021 | 49 | 1 | | | | | 50 |
| | 2022 | 50 | | | | | | 50 |
| Wisconsin | 2020 | 88 | 1 | 1 | | | | 88 |
| | 2021 | 88 | 3 | 1 | | | | 90 |
| | 2022 | 90 | | 2 | | | | 88 |
| Wyoming | 2020 | 8 | | | | | | 8 |
| | 2021 | 8 | | | | | | 8 |
| | 2022 | 8 | | | | | | 8 |
| Totals | 2020 | 1913 | 32 | 17 | 0 | 0 | 0 | 1928 |
| | 2021 | 1928 | 47 | 23 | 0 | 0 | 0 | 1952 |
| | 2022 | 1952 | 38 | 25 | 0 | 0 | 0 | 1965 |

The following openings were conversions from another DQ® concept, acquisitions of a territory operator's rights in the store franchise agreements, or conversion of company-owned to a direct-license outlet: 3 in 2020, 8 in 2021 and 1 in 2022.

**DQ Grill & Chill® & Dairy Queen®/Brazier® Direct-Licensed Outlets
Status of Company-Owned Outlets
For Years 2020 to 2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|-----------|------|--------------------------|----------------|------------------------------------|----------------|----------------------------|----------------------------|
| Minnesota | 2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2020 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2021 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 2 |

**DQ Grill & Chill® & Dairy Queen®/Brazier® Direct-Licensed Outlets
Projected Openings ⁽¹⁾
As Of December 31, 2022**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets In The Next Fiscal Year | Projected New Company-Owned Outlets In The Next Fiscal Year |
|----------------|---|--|---|
| Arizona | 1 | 2 | 0 |
| Arkansas | 3 | 6 | 0 |
| California | 1 | 3 | 0 |
| Colorado | 0 | 1 | 0 |
| Delaware | 2 | 2 | 0 |
| Florida | 6 | 13 | 0 |
| Georgia | 3 | 6 | 0 |
| Idaho | 0 | 1 | 0 |
| Illinois | 3 | 4 | 0 |
| Indiana | 1 | 2 | 0 |
| Kentucky | 1 | 4 | 0 |
| Maryland | 4 | 4 | 0 |
| Michigan | 3 | 4 | 0 |
| Minnesota | 1 | 3 | 0 |
| Mississippi | 1 | 1 | 0 |
| Missouri | 1 | 1 | 0 |
| Nebraska | 0 | 2 | 0 |
| New York | 2 | 0 | 0 |
| North Carolina | 1 | 3 | 0 |
| Ohio | 4 | 0 | 0 |
| South Carolina | 2 | 3 | 0 |
| South Dakota | 0 | 1 | 0 |
| Tennessee | 0 | 1 | 0 |
| Texas | 3 | 8 | 0 |
| Washington | 1 | 1 | 0 |
| West Virginia | 0 | 1 | 0 |
| Wisconsin | 0 | 1 | 0 |
| Wyoming | 0 | 1 | 0 |
| Total | 44 | 87 | 0 |

The information provided below regarding subfranchised outlets is provided by territory operators and is not independently verified by ADQ.

**DQ Grill & Chill® & Dairy Queen®/Brazier® Subfranchised Territory Operator Outlets
Systemwide Outlet Summary
For Years 2020 to 2022**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---------------|------|----------------------------------|--------------------------------|------------|
| Franchised | 2020 | 575 | 577 | 2 |
| | 2021 | 577 | 569 | -8 |
| | 2022 | 569 | 572 | 3 |
| Company-Owned | 2020 | 0 | 0 | +0 |
| | 2021 | 0 | 0 | +0 |
| | 2022 | 0 | 0 | +0 |
| Total Outlets | 2020 | 575 | 577 | 2 |
| | 2021 | 577 | 569 | -8 |
| | 2022 | 569 | 572 | 3 |

**DQ Grill & Chill® & Dairy Queen®/Brazier® Subfranchised Territory Operator Outlets
Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2020 to 2022**

| State | Year | Number of Transfers |
|--------------|------|---------------------|
| Arizona | 2020 | 1 |
| | 2021 | 1 |
| | 2022 | 0 |
| Montana | 2020 | 9 |
| | 2021 | 1 |
| | 2022 | 4 |
| Nebraska | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 1 |
| Nevada | 2020 | 2 |
| | 2021 | 0 |
| | 2022 | 4 |
| New Jersey | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 0 |
| North Dakota | 2020 | 2 |
| | 2021 | 2 |
| | 2022 | 1 |
| Ohio | 2020 | 4 |
| | 2021 | 2 |
| | 2022 | 4 |
| Oregon | 2020 | 5 |
| | 2021 | 5 |
| | 2022 | 3 |

| State | Year | Number of Transfers |
|--------------|------|---------------------|
| Pennsylvania | 2020 | 4 |
| | 2021 | 5 |
| | 2022 | 1 |
| Utah | 2020 | 3 |
| | 2021 | 0 |
| | 2022 | 1 |
| Virginia | 2020 | 3 |
| | 2021 | 3 |
| | 2022 | 6 |
| Washington | 2020 | 4 |
| | 2021 | 3 |
| | 2022 | 2 |
| Total | 2020 | 39 |
| | 2021 | 22 |
| | 2022 | 27 |

**DQ Grill & Chill® & Dairy Queen®/Brazier® Subfranchised Territory Operator Outlets
Status of Franchised Outlets
For Years 2020 to 2022**

| 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 |
|----------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Arizona | 2020 | 17 | | | | | | 17 |
| | 2021 | 17 | | | | | | 17 |
| | 2022 | 17 | | | | | | 17 |
| Colorado | 2020 | 3 | | | | | | 3 |
| | 2021 | 3 | | | | | | 3 |
| | 2022 | 3 | | | | | | 3 |
| Delaware | 2020 | 0 | | 1 | | | | -1 |
| | 2021 | -1 | | | | | | -1 |
| | 2022 | -1 | | | | | | -1 |
| Florida | 2020 | 1 | | | | | | 1 |
| | 2021 | 1 | | | | | | 1 |
| | 2022 | 1 | | | | | | 1 |
| Illinois | 2020 | 2 | | | | | | 2 |
| | 2021 | 2 | | | | | | 2 |
| | 2022 | 2 | | | | | | 2 |
| Indiana | 2020 | 1 | | | | | | 1 |
| | 2021 | 1 | | | | | | 1 |
| | 2022 | 1 | 1 | | | | | 2 |
| Iowa | 2020 | 22 | | | | | | 22 |
| | 2021 | 22 | | | | | | 22 |
| | 2022 | 22 | | 1 | | | | 21 |
| Kansas | 2020 | 2 | | | | | | 2 |
| | 2021 | 2 | | | | | | 2 |
| | 2022 | 2 | | | | | | 2 |

| 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 |
|----------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Kentucky | 2020 | 2 | | | | | | 2 |
| | 2021 | 2 | | | | | | 2 |
| | 2022 | 2 | | | | | | 2 |
| Montana | 2020 | 31 | | | | | | 31 |
| | 2021 | 31 | 1 | | | | | 32 |
| | 2022 | 32 | | | | | | 32 |
| Nebraska | 2020 | 8 | | | | | | 8 |
| | 2021 | 8 | | 1 | | | | 7 |
| | 2022 | 7 | | | | | | 7 |
| Nevada | 2020 | 12 | | | | | | 12 |
| | 2021 | 12 | 2 | | | | | 14 |
| | 2022 | 14 | | 1 | | | | 13 |
| New Jersey | 2020 | 7 | | | | | | 7 |
| | 2021 | 7 | | | | | | 7 |
| | 2022 | 7 | | | | | | 7 |
| North Carolina | 2020 | 2 | | | | | | 2 |
| | 2021 | 2 | | | | | | 2 |
| | 2022 | 2 | | | | | | 2 |
| North Dakota | 2020 | 29 | 1 | | | | | 30 |
| | 2021 | 30 | | | | | | 30 |
| | 2022 | 30 | 2 | | | | | 32 |
| Ohio | 2020 | 92 | 1 | | | | | 93 |
| | 2021 | 93 | 1 | | | | | 94 |
| | 2022 | 94 | 2 | 2 | | | | 94 |
| Oregon | 2020 | 89 | 1 | 1 | | | | 89 |
| | 2021 | 89 | | 1 | | | | 88 |
| | 2022 | 88 | 1 | | | | | 89 |
| Pennsylvania | 2020 | 78 | | | | | | 78 |
| | 2021 | 78 | | 8 | | | | 70 |
| | 2022 | 70 | 1 | 1 | | | | 70 |
| South Dakota | 2020 | 32 | | | | | | 32 |
| | 2021 | 32 | | 1 | | | | 31 |
| | 2022 | 31 | | | | | | 31 |
| Utah | 2020 | 22 | | | | | | 22 |
| | 2021 | 22 | | 1 | | | | 21 |
| | 2022 | 21 | 2 | | | | | 23 |
| Virginia | 2020 | 62 | 1 | | | | | 63 |
| | 2021 | 63 | 1 | 1 | | | | 63 |
| | 2022 | 63 | | 2 | | | | 61 |
| Washington | 2020 | 60 | | | | | | 60 |
| | 2021 | 60 | | | | | | 60 |
| | 2022 | 60 | 1 | | | | | 61 |

| 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 |
|-----------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Wisconsin | 2020 | 1 | | | | | | 1 |
| | 2021 | 1 | | | | | | 1 |
| | 2022 | 1 | | | | | | 1 |
| Totals | 2020 | 575 | 4 | 2 | 0 | 0 | 0 | 577 |
| | 2021 | 577 | 5 | 13 | 0 | 0 | 0 | 569 |
| | 2022 | 569 | 10 | 7 | 0 | 0 | 0 | 572 |

- (1) The following openings were conversions from another DQ® concept: 5 in 2020, 1 in 2021 and 1 in 2022.
- (2) The following closings were conversions to another DQ® concept or acquisitions of a territory operator's rights in the store franchise agreements: 0 in 2020, 7 in 2021 and 0 in 2022.

**DQ Grill & Chill® & Dairy Queen®/Brazier® Subfranchised Territory Operator Outlets
Status of Company-Owned Outlets
For years 2020 to 2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|--------|------|--------------------------|----------------|------------------------------------|----------------|----------------------------|----------------------------|
| Totals | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |

**DQ Grill & Chill® & Dairy Queen®/Brazier® Subfranchised Territory Operator Outlets
Projected Openings
As Of December 31, 2022⁽¹⁾**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets In The Next Fiscal Year | Projected New Company-Owned Outlets In The Next Fiscal Year |
|--------|---|--|---|
| Totals | -- | -- | -- |

- (1) Territory operators are not contractually required to provide ADQ with information for their projected openings. Therefore, we are unable to provide this information.

**Texas DQ® Restaurant Direct-Licensed Outlets
Systemwide Outlet Summary
For Years 2020 to 2022⁽¹⁾**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---------------|------|----------------------------------|--------------------------------|------------|
| Franchised | 2020 | 581 | 584 | 3 |
| | 2021 | 584 | 586 | 2 |
| | 2022 | 586 | 585 | -1 |
| Company-Owned | 2020 | 0 | 0 | +0 |
| | 2021 | 0 | 0 | +0 |
| | 2022 | 0 | 0 | +0 |
| Total Outlets | 2020 | 581 | 584 | 3 |
| | 2021 | 584 | 586 | 2 |
| | 2022 | 586 | 585 | -1 |

(1) In 1980, ADQ acquired the Texas territory operator’s subfranchisor rights in over 900 subfranchised Dairy Queen® restaurants, none of which carry the Dairy Queen®/Brazier® or DQ Grill & Chill® food lines because of various arrangements. The majority of the Texas DQ® restaurants have a non-system food called “Texas Country Food.”

**Texas DQ® Restaurant Direct-Licensed Outlets
Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2020 to 2022**

| State | Year | Number of Transfers |
|-------|------|---------------------|
| Texas | 2020 | 52 |
| | 2021 | 6 |
| | 2022 | 8 |
| Total | 2020 | 52 |
| | 2021 | 6 |
| | 2022 | 8 |

**Texas DQ® Restaurant Direct-Licensed Outlets
Status of Franchised Outlets
For Years 2020 to 2022**

| 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 |
|--------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Texas | 2020 | 581 | 8 | 5 | 0 | 0 | 0 | 584 |
| | 2021 | 584 | 6 | 4 | 0 | 0 | 0 | 586 |
| | 2022 | 586 | 6 | 4 | 0 | 0 | 0 | 588 |
| Totals | 2020 | 581 | 8 | 5 | 0 | 0 | 0 | 584 |
| | 2021 | 584 | 6 | 4 | 0 | 0 | 0 | 586 |
| | 2022 | 586 | 6 | 7 | 0 | 0 | 0 | 585 |

**Texas DQ® Restaurant Direct-Licensed Outlets
Status of Company-Owned Outlets
For years 2020 to 2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|--------|------|--------------------------|----------------|------------------------------------|----------------|----------------------------|----------------------------|
| Totals | 2020 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |

**Texas DQ® Restaurant Direct-Licensed Outlets
Projected Openings
As Of December 31, 2022**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets In The Next Fiscal Year | Projected New Company-Owned Outlets In The Next Fiscal Year |
|--------|---|--|---|
| Texas | 3 | 8 | 0 |
| Totals | 3 | 8 | 0 |

States not listed in the tables above had no activity of the kind described. Except as noted in this Item, neither ADQ nor any of its affiliates operate any company-owned outlets substantially similar to that offered under this disclosure document. In addition, no person listed in Item 2, their immediate families or any business entities owned by them operate any company-owned outlets.

1. Included as Exhibit J is a list of all operational direct-licensed and subfranchised DQ Grill & Chill® and Dairy Queen®/Brazier® franchises, and Texas DQ® restaurant franchises as of December 31, 2022. Included as Exhibit K to this disclosure document is a list of all direct-licensed and subfranchised DQ Grill & Chill® and Dairy Queen®/Brazier® franchisees, and Texas DQ® restaurant franchisees who have had a franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the 2022 fiscal year, or who have not communicated with ADQ within ten weeks of the disclosure document issuance date. This does not include franchisees who close their seasonal restaurants or stores for part of the year, franchisees that went from sub-licensed to direct-licensed by ADQ during the year or those franchisees with old franchise agreements who are not required to pay fees or submit reports to ADQ. There are a total of 39 former franchisees or subfranchisees listed in Exhibit K: 25 DQ Grill & Chill® franchisees or Dairy Queen®/Brazier® franchisees, 7 Texas DQ® restaurant franchisees, and 7 DQ Grill & Chill® or Dairy Queen®/Brazier® territory operator subfranchisees. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, during the last three fiscal years, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with ADQ. You may

want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you about certain aspects of a dispute or their experience with ADQ.

The Franchise Advisory Council (“FAC”) is sponsored by ADQ. You can reach the organization at 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437, ADQ contact: Maria Hokanson, (952) 830-0200, maria.hokanson@idq.com (no website dedicated to council). ADQ also sponsors the Supply Chain Advisory Council (“SCAC”), currently with all members elected by franchisees, although ADQ may appoint an “at large” member. The business address for the SCAC is the same as for the FAC, and the ADQ contact is Scott Muyres, (952) 830-0200, scott.muyres@idq.com (no website dedicated to council). The following independent franchisee organizations have asked to be included in this disclosure document: Dairy Queen Operators’ Association, Inc., 1719 Lake Drive West, Chanhassen, MN 55317, telephone: 952-556-5511, email: dqoa@dqoa-dqoc.com, website: www.dqoa-dqoc.com; Dairy Queen Operators’ Cooperative, 1719 Lake Drive West, Chanhassen, MN 55317, Telephone: 952-556-5511, Email: dqoa@dqoa-dqoc.com, Website: www.dqoa-dqoc.com; and Texas Dairy Queen Operators’ Council, 2120 Forum Parkway, Bedford, TX 76021, Telephone: 817-283-2619, E-mail: lromanus@dqctexas.com, Website: www.dqctexas.com.

Item 21: Financial Statements

The following audited financial statements of IDQ are included in this disclosure document as Exhibit L: consolidated balance sheets of IDQ at December 31, 2022 and 2021 and related consolidated statements of income and comprehensive income, stockholder’s equity and cash flows for each of the years ended December 31, 2022, 2021 and 2020, together with the independent auditor’s report.

These financial statements are the consolidated financial statements of IDQ, the parent corporation of ADQ and its other subsidiaries. ADQ’s separate financial statements are not included in this disclosure document. Should ADQ fail to fulfill its obligations to its franchisees, however, IDQ unconditionally guarantees to fulfill such obligations. A copy of IDQ’s written Guarantee of Performance is included in Exhibit L.

Item 22: Contracts

This disclosure document includes a sample of the following contracts:

- Exhibit B - Operating Agreement with Undertaking and Guarantee, Ownership Addendum, Relocation Addendum, Renewal Addendum, and State Specific Addenda - Illinois, Minnesota, North Dakota, Washington, Wisconsin, and Sample Release
- Exhibit C - Conversion Addenda
- Exhibit D - Multiple Unit Agreements
- Exhibit F - Gift Card Program Agreements
- Exhibit G - Design Services Agreement
- Exhibit H - Construction Consultation Services Agreement

As a prospective franchisee, you should obtain such independent legal and financial advice concerning the franchise offering as you deem appropriate before making any commitment.

Item 23: Receipts

Attached to this disclosure document as Exhibit M are two copies of a detachable acknowledgment of receipt.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

1. Items 6 and 17.

- A. Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.
- B. The Operating Agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

2. Item 17.

- A. California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination or nonrenewal of a franchise. If the Operating Agreement contains a provision that is inconsistent with the law, the law will control.
- B. Termination of the Operating Agreement by ADQ because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).
- C. The Operating Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- D. The Operating Agreement requires binding arbitration. The arbitration will occur at Minneapolis, Minnesota or at such other place as may be mutually agreeable to the parties with the cost being borne by the nonprevailing party. The prevailing party is entitled to recover its reasonable attorneys' fees and costs of the arbitration. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section

20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

- E. The Operating Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Operating Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

3. Additional Disclosure

Section 31125 of the California Corporation Code requires ADQ to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

The following information applies to franchises and franchisees subject to the Illinois Franchise Disclosure Act of 1987. Item numbers correspond to those in the main body.

1. Cover Page and Item 17.

For Illinois franchisees, Illinois law, 815 ILCS 705/19 and 705/20, governs the franchise agreement. The conditions under which the franchise can be terminated and rights upon nonrenewal may be affected by Illinois law. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside Illinois.

2. Item 17.

- A. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Operating Agreement is inconsistent with Illinois law, Illinois law will control.
- B. Any release of claims or acknowledgments of fact contained in the Operating Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Illinois Franchise Disclosure Act, or a rule or order under the Illinois Franchise Disclosure Act will be void and are deleted with respect to claims under the Illinois Franchise Disclosure Act.

3. Item 21.

You have not been provided with financial statements of ADQ, the Franchisor. Therefore, you do not have knowledge of how this specific company has performed. However, IDQ, the parent corporation of ADQ, unconditionally guarantees the performance of ADQ. A copy of the Guaranty of Performance is on file with the Attorney General.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

The following applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body.

1. Item 17

Item 17 of the disclosure document is supplemented by the following:

- (a) Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)
- (b) Any claims under the Maryland Franchise Registration and Disclosure Law may be brought in the State of Maryland.
- (c) Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the franchise is granted.
- (d) The general release required as a condition of renewal, sale and/or assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

1. Cover Page and Item 17.

- A. Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit ADQ from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
- B. Franchisee cannot consent to ADQ obtaining injunctive relief. ADQ may seek injunctive relief. A court will determine if a bond is required.

2. Item 13.

ADQ will undertake the defense of any claim of infringement by third parties involving the Dairy Queen® Trademark or the DQ Grill & Chill® Trademark. You must cooperate with the defense in any reasonable manner prescribed by ADQ with any direct costs of such cooperation to be borne by ADQ.

3. Item 17.

- A. Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the Operating Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.
- B. Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.
- C. The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd.5.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

The following information applies to franchises and franchisees subject to North Dakota statutes and regulations. Item numbers correspond to those in the main body.

1. Item 6.

The North Dakota Securities Commissioner has determined that to require franchisees to consent to liquidated damages or termination penalties is unfair, unjust, or inequitable within the intent of the North Dakota Franchise Investment Law. As a result, the termination fee provision in Item 6 of the Disclosure Document is deleted in its entirety.

2. Item 17.

- A. Covenants not to compete during the term of and upon termination or expiration of the Operating Agreement are enforceable only under certain conditions according to North Dakota law. If the Operating Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.
- B. Notwithstanding anything contained in Paragraph 12 of the Operating Agreement, any arbitration proceeding shall take place in the city nearest to the authorized location in which the American Arbitration Association shall maintain an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties. Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.
- C. Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability ADQ may have incurred under the North Dakota Franchise Investment Law.
- D. The Operating Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.
- E. The Operating Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

The following information applies to franchises and franchisees subject to Rhode Island statutes and regulations. Item numbers corresponds to those in the main body.

1. Item 17.

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a: “provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

The following information applies to franchises and franchisees subject to the Washington Franchise Investment Protection Act, Revised Code of Washington, Section 19.100.180(2)(j).

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including in the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by a licensee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

EXHIBIT A

List of State Administrators/Agents for Service of Process

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

California Department of Business
Oversight
320 W. 4th St., Suite 750
Los Angeles, CA 90013-2344

HAWAII

Commissioner of Securities of the
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Securities Commissioner
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

MARYLAND

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Consumer Protection Division
Franchise Section
G. Mennen Williams Building
525 W. Ottawa St.
Lansing, Michigan 48909

MINNESOTA

Commissioner of Commerce
Minnesota Department of
Commerce
85 - 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

NY State Department of Law
Bureau of Investor Protection and
Securities
120 Broadway, 23rd Floor
New York, New York 10271

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor
Bismarck, ND 58505-0510

RHODE ISLAND

Administrator
R.I. Dept. of Bus. Regulation
Securities Section
1511 Pontiac Avenue
Cranston, RI 02920

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre SD 57501

VIRGINIA

(Agent to Receive Process)
Clerk of State Corporations
Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

(State Administration Authority)
State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON

Director
Washington State Department of
Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, Washington 98501

WISCONSIN

Commissioner of Securities
Department of Financial Institutions
4822 Madison Yards Way, North
Tower
Madison, Wisconsin 53705

EXHIBIT B

Operating Agreement with Undertaking and Guarantee and related Addenda and
Appendices

Store # _____

DQ GRILL & CHILL® OPERATING AGREEMENT

Authorized Location:

Street

City State Zip Code

LICENSEE:

("Licensee")

Effective Date:

(To be completed by Company)

Expiration Date:

(To be completed by Company)

Licensee's Initials: _____

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DQ GRILL & CHILL® OPERATING AGREEMENT

This agreement is between American Dairy Queen Corporation, a Delaware corporation whose principal office is located at 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437 (“Company”), and the Licensee listed on the cover page to this agreement, and is effective as stated in section 15.15.

Background

- Company and its predecessors and affiliates have expended considerable time, effort, skill and financial resources in developing the System (defined in section 16).
- Company owns, or licenses from its affiliates, the Trademarks (defined in section 16) used in connection with the System.
- Licensee desires to obtain the right to develop and operate one DQ Grill & Chill® restaurant using the System.

Therefore, the parties agree as follows:

Terms and Conditions

1. **CAPITALIZED TERMS.** Capitalized terms have the definitions given them in section 16.
2. **GRANT OF LICENSE.**
 - 2.1 **Authorized Location.** Subject to the terms and conditions of this agreement, Company grants to Licensee the right and license to establish and operate the Restaurant identified by the Trademarks. Licensee accepts this license and will operate the Restaurant in compliance with the System and this agreement.
 - 2.2 **Pre-opening Requirements.** Licensee must use Company’s pre-opening assistance, including in-restaurant training and Restaurant opening schedules and procedures, demonstrate that Licensee satisfies Company’s dry-run training requirement, and meet other pre-opening requirements specified by Company. Licensee may not open or commence operation of the Restaurant until Company notifies Licensee that all pre-opening requirements have been met. Company is not liable for any damages arising out of Licensee’s failure to open the Restaurant by a particular date.
 - 2.3 **Limited License.** The license granted by this agreement is limited to the right to operate one Restaurant at the Authorized Location, and does not include:
 - (A) An exclusive area or protected territory within which Company or its affiliates agree not to issue competing franchises or operate competing businesses;

- (B) Any right to sell or distribute products and menu items identified by the Trademarks at any location other than the Authorized Location or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce such as social media, mobile applications, third party delivery and other platforms and the metaverse) and pre-packaged retail or catalog sales, except as Company may authorize or require as part of the System;
- (C) Any right to sell or distribute products and menu items identified by the Trademarks to any person or entity for resale or further distribution, except as Company may authorize or require as part of the System; or
- (D) Any right to sublicense, or exclude, control or impose conditions on the location or development of future restaurants or stores.

2.4 Reservation of Rights. Company reserves all rights not expressly granted to Licensee under this agreement. Company and its affiliates have the right to operate and grant others the right to operate competing businesses at any location but the Authorized Location, as determined by Company or its affiliates. These locations may include freestanding buildings and facilities, strip centers, shopping malls, and other similar locations. These locations also may include transportation terminals, sports facilities, recreation areas, hotels, hospitals, campus facilities, and other non-traditional locations. In addition, Company and its affiliates have the right to sell or distribute, themselves or through designees, products identified by the Trademarks, or any other trademarks, service marks, trade names and commercial symbols, through any distribution channels or methods, including the internet (or any other existing or future form of electronic commerce such as social media, mobile applications, third party delivery and other platforms and the metaverse) and pre-packaged retail or catalog sales.

3. TRADEMARK STANDARDS AND REQUIREMENTS. The Trademarks are the exclusive property of Company or its affiliates, and Licensee's right to use the Trademarks is conditioned upon the following terms:

3.1 Trademark Ownership. The Trademarks are valuable property owned or licensed by Company, and Company or its affiliates are the exclusive owner of all right, title, and interest in and to the Trademarks. Licensee's use of the Trademarks inures to the benefit of Company or its affiliates. Licensee disclaims all right, title and interest in or to the goodwill and the Trademarks and agrees that the goodwill and Trademarks are the exclusive property of Company or its affiliates. Licensee will not, during or after the term of this agreement, engage in any direct or indirect conduct that would infringe upon, harm or contest the rights of Company or its affiliates in any of the Trademarks or the goodwill associated with the Trademarks.

3.2 Trademark Use. Licensee may only use the Trademarks in connection with the Restaurant, and must not use, or permit the use of, any other trademarks, trade names or service marks. Licensee must use the Trademarks, in the form

and manner prescribed by Company in writing, only in connection with the products and services specified or approved periodically by Company that meet Company's standards of quality, mode and condition of storage, production and sale, and portion and packaging. Licensee must comply with all trademark, trade name and service mark notice marking requirements. Licensee acknowledges the value of System uniformity and agrees that Licensee's failure to comply with the System will adversely affect the value of the Trademarks.

3.3 Restaurant Identification.

- (A) Licensee must not use any of the Trademarks as part of its business entity name.
- (B) Licensee must only use the DQ Grill & Chill® mark and no other mark or words as the trade name of the Restaurant, unless Company otherwise directs.
- (C) Licensee cannot use any additional words with the Trademarks without Company's prior written consent.
- (D) Licensee may use the Trademarks on various materials, such as business cards, stationery and checks, on the condition that Licensee:
 - (1) Accurately depicts the Trademarks on the materials;
 - (2) Includes a statement on the materials indicating that the business is independently owned and operated by Licensee; and
 - (3) Makes available to Company, upon its request, a copy of any materials depicting the Trademarks.
- (E) Licensee must post a prominent sign in the Restaurant identifying Licensee as a franchisee of Company in a format reasonably acceptable to Company, which includes an acknowledgment that the Restaurant is independently owned and operated by Licensee and the Trademarks are owned by Company and used by Licensee under a license issued by Company.

3.4 Restrictions on Internet and Website Use. Company retains the sole right to advertise the System on the internet and to create, operate, maintain and modify, or discontinue the use of, websites (including pages and profiles on social media websites) using the Trademarks. Licensee has the right to access Company's website. Except as Company may authorize in writing, however, Licensee will not: (1) link or frame Company's website; (2) conduct any business or offer to sell or advertise any products or services on the internet (or any other existing or future form of electronic communication); and (3) create or register any internet domain name in connection with the Restaurant. Licensee will not register, as internet domain names, any of the Trademarks now or hereafter owned by Company or any abbreviation,

acronym or variation of the Trademarks, or any other name that could be deemed confusingly similar.

3.5 Trademark Litigation. In the event any person or entity improperly uses or infringes the Trademarks, Company or its affiliates will control all litigation and determine whether to institute, prosecute or settle a suit, the terms of settlement, and whether to take any other action. Licensee must promptly notify Company of any improper use or infringement of which Licensee is aware, promptly inform Company of any claim arising out of Licensee's use of any Trademark, and cooperate with any action taken by Company in response.

3.6 Substitutions. If a party claims superior rights to use any of the Trademarks and Company determines that the claim is legally meritorious, then upon receiving written notice from Company, Licensee will, at its expense, immediately make such changes and use such substitutions to the Trademarks as Company requires.

4. TERM AND RENEWAL.

4.1 Term. The term of this agreement starts on the Effective Date and, unless earlier terminated under section 13, runs for:

- (A) 20 years after the target opening date, as determined by Company, if for a new DQ Grill & Chill franchise;
- (B) The lesser of 20 years or the remaining term of the transferring licensee's operating agreement, if this agreement is signed as a requirement of a transfer; or
- (C) The renewal term specified in the expiring operating agreement, if this agreement is signed as a requirement of renewal.

4.2 Expiration Date. Company will designate the expiration date of this agreement on the cover page and the date designated by Company shall control.

4.3 Renewal. If the following conditions are met, Licensee may renew its license for an additional renewal term, which will be the shorter of 10 years or the period that Licensee has the right to maintain possession of the Restaurant premises:

- (A) Licensee gives Company written notice of its intent to renew between 3 - 6 months before the expiration of the term;
- (B) Licensee signs Company's then current operating agreement. The terms of the then current operating agreement may differ materially from this agreement, including higher or additional fees;
- (C) Licensee has complied with the modernization and replacement provisions of section 5.5;

- (D) Licensee is in good standing, including that it has satisfied all monetary obligations on a timely basis, and does not have a history of substantial noncompliance with the System or this agreement;
- (E) Licensee has the right to maintain possession of the Restaurant premises, and has provided written proof of its ability to remain in possession of the premises throughout the renewal period if leasing or subleasing;
- (F) Licensee pays Company a \$22,500 non-refundable renewal fee, which is due 30 days before expiration of this agreement;
- (G) Licensee and each Principal Owner sign a general release, in a form acceptable to Company, of all claims against Company and its affiliates, officers, directors, employees, and agents; and
- (H) Company approves the location where the Restaurant will be operated during the renewal period.

5. FACILITY STANDARDS AND MAINTENANCE. Company may periodically establish quality standards regarding the business operations of DQ® restaurants and stores to protect the distinction, goodwill and uniformity symbolized by the Trademarks and System. Accordingly, Licensee must maintain and comply with Company's quality standards and abide by the following conditions:

5.1 Restaurant Facility. The Restaurant must be constructed and equipped in accordance with Company's current approved specifications and standards pertaining to equipment, inventory, signage, fixtures, location, accessory features and design and layout of the Restaurant. Licensee must not commence construction of the Restaurant, or purchase or lease a location for the development of the Restaurant, until Company has given written consent to Licensee's building plans and the location. Licensee must complete the construction of the Restaurant in accordance with the approved building plans and otherwise satisfy all building plan and site work requirements without any unauthorized alterations. If Licensee enters into a lease for the Restaurant premises, Licensee must provide the lease and all lease exhibits to Company within 5 days of its execution. Licensee must obtain all necessary permits, licenses and architectural seals, and in all other respects comply with applicable legal requirements relating to the premises, building, signs, equipment and premises, including the Americans With Disabilities Act. Company's consent to building plans or a site does not guarantee compliance with any legal requirements or the Restaurant's success at that site. Company will furnish Licensee with lists of required and approved equipment, signage, fixtures and furnishings. Licensee must not use the Restaurant premises or Authorized Location for any purpose other than the operation of the Restaurant during the term of this agreement. After the expiration or termination of this agreement,

Licensee must not use the Restaurant premises or Authorized Location in violation of section 14.6.

- 5.2 Future Alteration.** Any replacement, reconstruction, addition or modification in the building, premises, interior or exterior decor or image, equipment or signage of the Restaurant to be made after Company's consent is granted for initial plans, whether at the request of Licensee or of Company, must be made in accordance Company's then current specifications and standards. Licensee must not commence any replacement, reconstruction, addition or modification until Licensee has received Company's written consent to Licensee's revised building plans. Company owns any alterations or improvements made by or on behalf of Licensee to the building plans.
- 5.3 Maintenance.** Licensee must maintain the building, premises, grounds, equipment and signage used in the operation of the Restaurant in good condition and in accordance with requirements established periodically by Company, and any reasonable schedules prepared by Company based upon periodic evaluations of the premises by Company's representatives. Within 90 days after the receipt of a report based on an evaluation, Licensee must effect the items of maintenance designated in the report, including the repair of defective items or the replacement of irreparable or obsolete items of equipment and signage.
- 5.4 Relocation.** If it becomes necessary to replace or relocate the Restaurant because of the condemnation of the Authorized Location, the exercise of a replacement or relocation right by Licensee's landlord, or for some other reason approved by Company, then Company will grant Licensee authority to replace or relocate upon the following conditions:
- (A) The new location must be:
 - (1) Acceptable to Company;
 - (2) Reasonably suited for a Restaurant;
 - (3) In a location that is consistent with Company's current site selection guidelines; and
 - (4) If the Restaurant is a Captive-venue Location, within the same building or venue as the Authorized Location, or if the Restaurant is a Street Location, within a 500 meter radius of the Authorized Location.
 - (B) The new site must not infringe on the rights of any other licensee or sublicensee of Company.
 - (C) After Licensee discontinues operation of the Restaurant at the Authorized Location, the new Restaurant must be under construction within 30 days if a Captive-venue Location, or 180 days if a Street Location.

- (D) After construction commences, the new Restaurant must be open and operating within 90 days if a Captive-venue Location, or 120 days if a Street Location.
- (E) The new Restaurant must be constructed and equipped in accordance with Company's then current standards and specifications.

5.5 Modernization or Replacement. Licensee must modernize, refurbish or replace the building, premises, equipment, signage and grounds as is necessary to reasonably conform them to Company's then current standards for similarly situated new restaurants of the type developed under this agreement, upon renewal of this agreement, upon transfer of this agreement under the circumstances described in section 11, and every 10 years or any shorter period required by the lease for the premises. The requirements of this section 5.5 are reasonable and necessary to ensure continued public acceptance and patronage of DQ® restaurants and to avoid deterioration or obsolescence in connection with the operation of the business.

5.6 Lease. To the extent that Company assists Licensee with any lease negotiations, Licensee acknowledges that Company or an affiliate:

- (A) has not made any representations or warranties to Licensee with respect to whether Company's or its affiliate's negotiation with the landlord will be successful, whether the lease terms or site are adequate or appropriate, nor that the Authorized Location will be ready for occupancy or opening by any specified date; and
- (B) neither Company nor an affiliate are responsible or liable to Licensee for damages arising out of any failure by Company or its affiliate to obtain the landlord's agreement to enter into a lease, the landlord's failure to enter into a lease with Licensee, or for the failure of the Authorized Location to be ready for occupancy or opening by any specified date.

6. PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS.

6.1 Menu. The Restaurant is limited to the preparation and sale of products periodically designated and approved by Company. Licensee must offer for sale from the Restaurant all items listed on the Menu and no other items. To the fullest extent the law allows, Company may require Licensee to offer items on the Menu at the maximum, minimum, or other prices that Company specifies from time to time. Company may periodically make modifications to the Menu, including the addition of breakfast items, and Licensee must comply with any modifications. Licensee must not offer or sell any other product or service at the Restaurant without Company's prior written consent.

6.2 Authorized Ingredients and Supplies. Licensee must only use in the operation of the Restaurant and in the preparation of products the ingredients, recipes, formulas and supplies specified by Company. Licensee must prepare products in the portions, sizes, appearance and packaging specified by Company

in the Operations Manual or otherwise communicated in writing. Licensee must secure at its own expense all necessary permits or approvals for the use and sale of all products, supplies and ingredients in and from the Restaurant. All supplies, including cones, cups, containers, eating utensils, and napkins, and all other customer service materials of all descriptions and types must meet the reasonable standards of uniformity and quality as now or hereafter are set by Company.

6.3 Intentionally omitted.

6.4 Approved Products, Services, and Equipment.

(A) Company will periodically publish lists of approved products (including ingredients of approved products), approved services, and approved equipment (including an approved menu board system (dine in and drive-thru, if applicable)). Licensee must use only the approved products, approved services, and approved equipment in the Restaurant described in the approved products, services, and equipment lists, as they may be periodically modified by Company. Licensee may not test, offer, or sell any new or unapproved products without Company's prior written consent.

(B) Although they may be approved by Company, Company makes no warranties and expressly disclaims all warranties, including warranties of merchantability and fitness for a particular purpose, with respect to products (including ingredients), services, equipment (including the EPOS System, any required Computer Systems, and any menu board system), supplies, fixtures, furnishings, or other approved items.

(C) Company has the right to approve the manufacturer, supplier and/or distributor of any approved products (or the ingredients of any approved products), approved services and any approved equipment. Under all circumstances, Company has the right to designate a single approved manufacturer, supplier and/or distributor of:

- (1) Soft drink products;
- (2) Third party branded products for use in Licensee's Restaurant;
- (3) Products relating to limited time offers and special promotions;
- (4) Equipment, including the EPOS System and Computer Systems, and all related software and back-office hardware and software;
- (5) Any product, ingredient, service or equipment where Company does not receive any fee or payment with respect to the sale of

that product, ingredient, service or equipment, other than payments from vendors for marketing.

- (D) Company has the right to designate a single approved manufacturer, supplier and/or distributor of any other approved products (or the ingredients of any approved products), approved services and any approved equipment but for products, services, and equipment not described in sections 6.4(C) (1) - (5), as long as there is not in place an agreement for a unified purchasing program between Company and a cooperative association of DQ® restaurant and store operators to benefit the entire Franchise System in the United States, Licensee may make written request for approval of a specific product, service, or piece of equipment of an additional, qualified manufacturer, supplier or alternate distributor, pursuant to Company's then current policies and procedures.

6.5 EPOS System, Computer Systems, and Internet.

- (A) **EPOS System and Computer Systems.** Licensee must purchase, install and maintain at its own expense an EPOS System and the Computer Systems at the Restaurant. Licensee must purchase the EPOS System and Computer Systems from a source or sources designated by Company. Company may designate a single source from whom Licensee must purchase the EPOS System or Computer Systems, and any components thereof or associated service. As part of the EPOS System or Computer Systems, Licensee may be required to license software from Company, an affiliate or a third party, and Licensee also may be required to pay a software licensing or user fee and support fee in connection with Licensee's use of the EPOS System or Computer Systems. Licensee may periodically be required to enter into license agreements related to Licensee's use of components of the EPOS System or Computer Systems. Licensee will be required to use and, at Company's discretion, pay for all future updates, supplements and modifications to the EPOS System or Computer Systems. Licensee must allow Company access to Licensee's EPOS System and the Computer Systems, and the data and information they collect and store, at such times and in such a manner as Company periodically designates. Licensee must keep all financial information and customer data produced by or otherwise located on Licensee's EPOS System or Computer Systems secure at all times.
- (B) **Internet Access.** Licensee must have access at all times to the internet (or future form of electronic communication) at the Restaurant through an established service provider. Licensee must purchase, install and maintain a minimum of one DSL or cable/broadband internet connection and (if required by Company) one additional phone line or other future required communication access device that are exclusively designated and permanently connected to the EPOS System and any required Computer Systems. If the Restaurant is in an area without DSL or cable/broadband internet access, Company may require Licensee to install either a satellite connection, up to three additional phone lines, or any other communication

access device or devices necessary to enable Company to communicate with the Restaurant on the same basis as with other newly built DQ® locations. Company may designate the specifications of any future required communication access device or method.

- (C) **Electronic Communication.** Licensee must maintain and regularly use an active email account or other form of electronic communication designated by Company, and keep Company informed of Licensee's contact information.

6.6 Vending, Gaming, Alcohol, and Smoking. Licensee must not permit the following on the Restaurant premises:

- (A) Video game machines, vending machines or any similar coin-operated or electronic device or machine.
- (B) The sale, distribution or use of lottery or gambling devices of any nature, alcoholic or intoxicating beverages, or controlled substances.
- (C) Smoking, and Licensee must post signs on all doors and throughout the Restaurant to announce the smoke-free policy.

6.7 Health and Sanitation. The Restaurant must be operated and maintained at all times in compliance with all applicable health and sanitary standards prescribed by governmental authority. Licensee must also comply with any higher standards that Company prescribes. In addition, if the Restaurant is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification by the inspecting governmental agency. If Licensee fails to be rated in the highest classification or receives any notice that it is not in compliance with all applicable health and sanitary standards, it must immediately notify Company of the failure or noncompliance and resolve all non-compliant issues.

6.8 Evaluations. Company or its authorized representative may enter the Restaurant at any time during the business day to:

- (A) Make periodic evaluations and to ascertain compliance with this agreement;
- (B) Inspect and evaluate Licensee's Restaurant, building, land and equipment;
- (C) Test, sample, inspect, and evaluate Licensee's supplies, ingredients and products, and the storage, preparation, and formulation of these items; and
- (D) Inspect and evaluate the conditions of sanitation and cleanliness in the storage, production, handling, and serving of Licensee's supplies, ingredients, and products.

6.9 Period of Operation.

- (A) **Open to the Public.** Subject to any contrary requirements of local law, the Restaurant must be open to the public and operated at least 12 hours each day of the year, with the exception of New Year's Day, Easter Day, Thanksgiving Day, and Christmas Day. Any variance must be authorized in writing by Company. However, if the Restaurant is in a Captive-venue Location that sets operating hours, then Restaurant must only be open during the required operating hours of that Captive-venue Location. If Company has required Licensee to offer breakfast items from the Restaurant (as described in section 6.1), then, subject to any contrary requirements of local law, Company may require the Restaurant to be open to the public and operated for more than 12 hours each day of the year to accommodate the offer and sale of the breakfast items.
- (B) **Voluntary Abandonment.** If Licensee voluntarily abandons the franchise, in addition to the other remedies provided for in this agreement, Company may terminate this agreement under section 13.2(C). The following events constitute voluntary abandonment:
- (1) The Restaurant is closed for 5 consecutive days or more without Company's prior written consent.
 - (2) Failure to commence construction of the Restaurant within 180 days after the Effective Date. If Company terminates the agreement under this subparagraph, then all deposits, including the initial franchise fee, will be returned to Licensee minus the greater of a \$5,000 cancellation fee or Company's actual expenses incurred in connection with processing Licensee's application and providing services for Licensee's benefit.
 - (3) Failure to open and operate the Restaurant within 270 days after the Effective Date, unless an extension of time is authorized in writing by Company.
- (C) **Damage or Destruction.** If the Restaurant is destroyed or damaged, Licensee must rebuild or repair the destroyed or damaged Restaurant at the Authorized Location in accordance with Company's then current standards and specifications. If the Restaurant closed during rebuilding or repair, then the rebuilt or repaired Restaurant must open within 120 days (if a Captive-venue Location) or 270 days (if a Street Location) of the date of occurrence of its destruction or damage.

6.10 Operating Procedures. Licensee must comply with the required standards, procedures, techniques, and management systems described in the Operations Manual relating to the development and operation of the Restaurant, including product preparation, menu, storage, uniforms, financial management, equipment, facility maintenance, and sanitation. Licensee must promptly notify

Company of any claim or litigation in which Licensee is involved that arises from the operation of the Restaurant.

6.11 Operations Manual. Company will provide on loan to Licensee, during the term of this agreement, a hard copy or electronic or online access to the Operations Manual. The Operations Manual will contain mandatory and suggested specifications, standards and operating procedures that Company develops for DQ® restaurants and information relating to Licensee's other obligations. Any required specifications, standards and operating procedures exist to protect Company's interest in the System and the Trademarks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Licensee. Company may add to, and otherwise modify, the Operations Manual to reflect changes in authorized products and services, the Company required maximum, minimum, or other prices for Menu items, and specifications, standards and operating procedures of a DQ® restaurant. Company will provide Licensee with notification of any additions and modifications to the Operations Manual. The master copy of the Operations Manual that Company maintains at its principal office or on its website will control if there is a dispute involving the contents of the Operations Manual. Licensee must, at its expense, comply with all provisions of the Operations Manual.

6.12 Proprietary or Confidential Information.

(A) **Use and Restrictions.** Licensee does not acquire any interest in Confidential Information, other than the right to use it in developing and operating the Restaurant under this agreement. The use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. The Confidential Information is proprietary and is Company's trade secret. Licensee will:

- (1) not use the Confidential Information in any other business or capacity;
- (2) maintain the absolute confidentiality of the Confidential Information during and after the term of this agreement;
- (3) not make unauthorized copies of any Confidential Information disclosed in written form;
- (4) adopt and implement all reasonable procedures Company directs to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Restaurant employees;
- (5) not reverse engineer, decompile or disassemble any of Company's proprietary products, formulas, ingredients, or software; and

(6) ensure that all Owners, the Designated Manager, the Assistant Managers and any other employees with access to Confidential Information abide by the confidentiality obligations in this agreement.

(B) **Compelled Disclosure.** The restrictions on Licensee's disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent Licensee is legally compelled to disclose this information, if Licensee uses its best efforts to maintain the confidential treatment of the Confidential Information, and provides Company the opportunity to obtain an appropriate protective order or other assurance satisfactory to Company of confidential treatment for the information required to be disclosed.

6.13 Improvements. If the Licensee, Owners or Licensee's employees or agents conceive or develop any ideas, concepts, products, recipes, process methods, techniques, improvements, or additions relating to the development or operation of a DQ® restaurant or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of the Restaurant, or any advertising or promotion ideas related to the Restaurant, then:

- (A) Licensee must fully and promptly disclose these to Company;
- (B) they are Company's property, and Licensee and Licensee's Owners, agents or employees must sign all documents necessary to evidence the assignment of these items to Company without compensation;
- (C) Company has the perpetual right to use and authorize others to use these items without any obligation to Licensee for royalties or other fees; and
- (D) Licensee must not introduce into the Restaurant any of these or any additions or modifications to the System without Company's prior written consent.

6.14 Website and Other Online Communication. Company may require Licensee, at Licensee's expense, to participate in websites or other online communication methods (collectively "online communication") that Company sponsors or that are branded with any of the Trademarks. Company will determine the content and use of online communication and will establish the rules under which licensees generally, or Licensee in particular, must participate. Company retains all rights relating to any online communication and may alter or terminate any online communication at any time. Licensee's general conduct on any online communication is subject to this agreement. Licensee's access codes, identification codes and information Licensee receives through access to Company's websites are considered Confidential Information. Licensee's right to participate in online communication, or

otherwise use the Trademarks or System on the internet, terminates when this agreement expires or terminates.

- 6.15 Payment Methods.** Licensee must allow its customers to pay for products by credit card, gift card, or other means or method of payment (electronic or otherwise) that Company periodically designates. Licensee must purchase and maintain at its own expense a subscription or other service contracts necessary to facilitate payment by any means or method of payment designated by Company, and Company may require Licensee to pay an operational program fee as described in section 9.4 in connection with a method of payment. Company has designated a single supplier to administer and support all aspects of the Company's gift card program. Licensee must sign the form of gift card participation agreement designated periodically by Company.
- 6.16 Data Security.** Licensee must comply with the Payment Card Industry (PCI) Data Security Standards and all other applicable data security standards.

7. PERSONNEL AND SUPERVISION STANDARDS.

- 7.1 Pre-opening Training.** Licensee must at its own expense comply with all of Company's pre-opening training requirements for the Restaurant within 6 months prior to the Restaurant opening. If Licensee fails to comply with Company's pre-opening training requirements to Company's reasonable satisfaction, Licensee cannot open or operate the Restaurant.
- 7.2 Ongoing Training.** Licensee and its employees must meet Company's ongoing training requirements at Licensee's expense.
- 7.3 Training upon Default.** If Licensee is in default of this agreement for failure to meet any operational standards, Company may require Licensee to comply with additional training requirements prescribed by Company at Licensee's expense as a condition of curing the default.
- 7.4 In-Restaurant Training Program.** Company may periodically make available, or provide electronic or another form of access, to Licensee an in-restaurant training program at Licensee's expense. Licensee may purchase Company's in-restaurant training program and any training updates.
- 7.5 Supervision.** Licensee must maintain and operate the Restaurant at the Authorized Location under Licensee's active and continuous supervision in compliance with the System, on the terms of this agreement. Licensee must have a Designated Manager and two Assistant Managers for the Restaurant at all times that have successfully completed all training required by Company prior to starting any management duties. Any new or replacement Designated Manager or Assistant Manager must meet Company's then current training requirements for DQ Grill & Chill® restaurant managers.
- 7.6 Staffing.** Licensee must require all Restaurant employees to work in clean uniforms approved by Company, at Licensee's cost or at the employee's cost at

Licensee's election. No employee of Licensee is or will be deemed an employee of Company for any purpose. Licensee will hire all employees of the Restaurant, and be exclusively responsible for the terms of their employment, compensations, scheduling, benefits, disciplining and all other personnel decisions respecting Restaurant employees without any influence or advice from Company. Licensee will implement a training program for Restaurant employees in compliance with Company's requirements. Licensee will maintain at all times a staff of trained employees sufficient to operate the Restaurant in compliance with Company's standards.

7.7 Attendance at Meetings. The Controlling Owner must, at Licensee's expense, attend all meetings Company holds or sponsors in Licensee's area or region, including all designated market area or other marketing area meetings for the marketing area in which the Restaurant is located, and all meetings related to new products or product preparation procedures, new System programs, new operational procedures or programs, training, restaurant management, financial management, sales or sales promotion, or similar topics. If the Controlling Owner is unable to attend a meeting, Licensee must notify Company prior to the meeting and cause a substitute person from Licensee's operations acceptable to Company to attend and represent Licensee at the meeting. Company strongly recommends that key employees of Licensee also attend meetings described in this subparagraph.

7.8 Cost of Training and Meetings. Licensee is responsible for any applicable tuition or fee, the salaries, wages, benefits, travel and living expenses, and other related costs for all individuals affiliated with Licensee and the Restaurant who attend any initial training, ongoing training, other training and meetings described in this section 7.

8. SALES PROMOTION ACTIVITIES. Licensee will actively promote the Restaurant, abide by Company's advertising requirements, and comply with the following provisions:

8.1 Sales Promotion Activities and Fees. Company may periodically establish, organize, and prescribe sales promotion activities, and Licensee must pay to Company or Company's designee the sales promotion program fee in section 9.3 regardless of whether other Company licensees pay greater, lesser, or no sales promotion program fees. Company has the sole right to determine how the sales promotion program fees will be spent, including the selection of promotional materials and activities. Company and its affiliates have no fiduciary obligation to DQ® licensees with respect to the sales promotion activities or expenditures of sales promotion program fees. The sales promotion program fees are not held by Company in trust. Company will make a good faith effort to expend the fees in the general best interests of the DQ® brand or Franchise System (or one or more components thereof). Company will make available upon request the sales promotion activities receipts and expenditures from the fees collected. Company is not required to audit the sales promotion receipts and expenditures.

8.2 Administration Expenses. Company may use a portion of the sales promotion program fees to compensate itself or its affiliates for the expense of administering and promoting sales promotion activities.

8.3 Approved Materials. Licensee must only use the sales promotion or other advertising materials that Company furnishes or makes available to Licensee, or that Company approves for use in Licensee's sales promotion activities.

(A) Company Provided Materials.

- (1) Company may periodically make available sales promotion or other advertising materials to Licensee at a reasonable cost. Licensee must purchase these materials; however, Company may at its option periodically include the cost of these materials in the sales promotion program fee paid under section 9.3.
- (2) Licensee cannot transfer sales promotion or advertising materials that Company furnishes or makes available to Licensee to any third party or allow a third party to use them. Sales promotion and other advertising materials produced by the national marketing fund ("NMF") administered by Company are licensed only to current NMF participating DQ® restaurants and stores, and may not be transferred to or used in any way by or in non-NMF participating DQ® restaurants and stores.

(B) Licensee Developed Materials. Licensee must submit all sales promotion or other advertising materials developed by Licensee to Company for Company's written approval prior to use.

- (1) Examples of sales promotion or advertising materials that Company must approve include menu board transparencies, counter mats, counter mat inserts, posters, billboard paper or vinyl, newspaper inserts, lawn signs, banners, menu board or register toppers, window clings, cake freezer merchandising, stanchions/display point-of-purchase, TV and radio creative, online communication, electronic or mobile media, loyalty programs, and direct mail.
- (2) Company will not unreasonably withhold approval of any sales promotion or other advertising materials that Licensee proposes to use, as long as Licensee's materials are factually accurate, current, in good condition, in good taste, of like quality to and not in conflict with sales promotion and other advertising materials Company furnishes or makes available to Licensee, and accurately depict the products and Trademarks.
- (3) Company owns and can use and permit others to use any sales promotion or other advertising materials, ideas, concepts or programs developed by Licensee.

9. FEES, REPORTING, AND AUDIT.

9.1 Initial Franchise Fee. Licensee must pay to Company an initial franchise fee of \$45,000, which has been paid prior to or upon the date of execution of this agreement. Except as described in this agreement, the initial franchise fee is not refundable.

9.2 Continuing License Fee. Licensee must pay to Company monthly a continuing license fee of 4% of Gross Sales.

9.3 Sales Promotion Program Fee. Licensee must pay to Company monthly a sales promotion program fee of 5% - 6% of Gross Sales. Company will determine the exact percentage within this range to be paid by Licensee without regard to the amount that any other licensee of Company may pay. Company will let Licensee know at least 90 days in advance of imposing any requirement that Licensee pay a higher percentage within the 5% - 6% range.

9.4 Operational Program Fees. Licensee must pay to Company, or Company's designee, fees for any costs associated with administering programs established by Company in connection with operational programs and initiatives that are implemented generally for the Franchise System.

9.5 Computations and Remittances.

(A) Subject to section 9.6, all amounts due under this agreement, except the initial franchise fee, must be computed at the end of each month's operation and paid as described in section 9.7 to Company within 10 days after the end of the month. Licensee must certify the computation in the manner and form specified by Company, and Licensee must supply to Company supporting or supplementary materials as Company reasonably requires to verify the accuracy of Licensee's remittances.

(B) Licensee waives all existing and future claims to offset against amounts due under this agreement, which amounts must be paid when due. Company may apply or cause to be applied against amounts due to Company (or any of its affiliates) amounts which are held by Company or its affiliates on Licensee's behalf or owed to Licensee by Company or its affiliates.

9.6 Weekly Payment. If Licensee fails to timely make any payment or timely submit any monthly report due to Company, then Company may require Licensee to pay continuing license and sales promotion program fees on a weekly basis. If Company requires weekly payment, then:

(A) Company will establish a reasonable estimate of the amount of continuing license and sales promotion program fees that Licensee must pay to Company each month. Based on this estimate, Company will establish the amount that Licensee must pay to Company each week.

- (B) Company will credit all payment amounts it receives from Licensee against the continuing license and sales promotion program fees due from Licensee to Company at the end of each month's operations.
- (C) Company will submit to Licensee a monthly reconciliation of Licensee's continuing license and sales promotion program fees account showing the credits to Licensee's account from amounts collected by Company through the weekly payments. If Licensee fails to submit reports under section 9.9, then Company may make the reconciliation in conformance with Company's determination as to amounts due. Unless Licensee provides evidence in a form satisfactory to Company of the correct amounts due within 14 days after Company provides notice to Licensee, then Company's reconciliation will be conclusive as to the amounts due to Company from Licensee. Licensee must pay any amounts due immediately at the end of the 14 days. If Company determines that Licensee has overpaid continuing license or sales promotion program fees, Company will remit to or credit Licensee an amount equal to the excess fees collected at the time the reconciliation is provided to Licensee.
- (D) Company will collect, via the method described in section 9.7, all weekly payments and any amounts due to Company after Company's reconciliation.
- (E) Company may periodically revise the amount that Licensee is required to pay to Company each week if Company determines that the amount is too low or high as compared to the actual continuing license and sales promotion program fees due to Company from Licensee each month.

9.7 Electronic Funds Transfer. Licensee must sign an electronic transfer of funds authorization, or other documents that Company designates periodically, to authorize and direct Licensee's bank or financial institution to transfer either electronically or through some other method of payment Company designates, directly to the account of Company or its affiliates and to charge to the account of Licensee all amounts due to Company or its affiliates from Licensee. Licensee's authorizations permit Company or its affiliates to designate the amount to be transferred from Licensee's account. Licensee must maintain a balance in its account sufficient to allow Company and its affiliates to collect the amounts owed to them when due. Licensee is responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph. Company may require Licensee to pay as described in this section, regardless of whether Company imposes the same requirement on other DQ® licensees.

9.8 Interest; Late Fees. All amounts owed by Licensee to Company or its affiliates under this agreement will bear interest at the lesser of 18% per annum or the maximum rate of interest permitted by governing law. Company may also charge Licensee a \$50 fee for each late report or payment owed to Company under this agreement. This fee is not interest or a penalty, but compensates

Company for increased administrative and management costs due to late payment. A payment is late if:

- (A) It is not received by Company on or before the date due;
- (B) The payment is received by Company on or before the date due, but is not honored by Licensee's bank or financial institution; or
- (C) There are insufficient funds in Licensee's bank account on or after the due date to collect a payment by the method of payment described in section 9.7.

9.9 Reports.

- (A) **Monthly Report.** Licensee must electronically (or using another method periodically required by Company) complete and submit to Company monthly reports with information from the previous calendar month on Company's then-current form. The reports are due within 10 days after the end of each month. The report must include the following information:
 - (1) Amount of gross receipts of the Restaurant;
 - (2) Amount of sales tax;
 - (3) Gross Sales and the computation of the continuing license fee, sales promotion program fee, and any other applicable fees listed in section 9;
 - (4) Total volume of mix, weight of meat and other commodities that Company may designate, and the sources from which obtained; and
 - (5) Other information about the Restaurant requested by Company.
- (B) **Profit and Loss Statement.** Licensee must submit to Company a monthly profit and loss statement for the Restaurant, in a format designated by Company (which will include items such as a summary of cost of goods, utilities, labor, rent, and other material cost items), by the 20th day of the following month.
- (C) **Sales Tax and Other Information.** If requested by Company to verify Licensee's Gross Sales, Licensee must submit copies of its most recent sales tax return and all Business Records required by Company under Company's then-current audit policies.
- (D) **Right to Use Information.** Licensee must allow Company electronic and manual access to all Business Records and Licensee hereby consents to Company's use, in any manner permitted by law, of the Business Records and other information relating to the Restaurant that Licensee submits to Company, or that Company obtains through review of Licensee's Business Records or by accessing Licensee's EPOS System or Computer Systems.

Company may share this information with third parties, including consultants, and existing and potential franchisees.

9.10 Financial Books and Records. Licensee must employ sound financial management and planning practices in connection with the Restaurant, and keep accurate Business Records in an electronic format using a methodology approved by Company.

- (A) Licensee must keep its Business Records, and the information, data and statistics that are the basis for the Business Records, for at least 5 full calendar years from the date of preparation or any longer period required by applicable law.
- (B) Business Records must be compiled, kept and submitted to Company on the forms, in the manner (electronically or another format), and using the methods of bookkeeping and accounting that Company periodically prescribes. Licensee must provide this information to Company according to reporting formats, methodologies and time schedules periodically established by Company. Upon Company's request, Licensee must submit tax returns relating to the Restaurant to Company.

9.11 Audit.

- (A) **On-site Audit.** Company or its authorized representative may at all times during the business day enter the premises where Licensee keeps its Business Records, and evaluate, copy and audit the Business Records.
- (B) **Off-site Audit.** In addition to or instead of an on-site audit, Company may require Licensee to give Company, at Licensee's expense, copies of the Business Records requested by Company.
- (C) **Understatement of Gross Sales.** In addition to any other rights Company may have, if any audit reveals that the Restaurant's Gross Sales have been understated by 3% or more, Licensee must reimburse Company for all costs of the audit, including salaries, outside accountant fees, outside attorneys' fees, copying costs, postage, travel, meals, and lodging ("audit costs"), and for all audit costs incurred in connection any additional periodic on-site or off-site audits of the Business Records that Company reasonably deems necessary for up to 2 years after the initial audit. Upon Company's request, Licensee must submit tax returns for all Owners to Company. If Licensee intentionally understates or underreports Gross Sales, continuing license fees, or sales promotion program fees, or if an additional audit conducted within the 2-year period reveals an understatement or variance of 3% or more, in addition to any other remedies provided for in this agreement, at law or in equity, Company may terminate this agreement in accordance with section 13.2(C).
- (D) **Sales Reconstruction.** In order to verify the information supplied by Licensee in the Business Records, Company may reconstruct Licensee's

sales through the inventory extension method or any other reasonable method of analyzing and reconstructing sales. Licensee will accept a reconstruction of sales unless Licensee provides evidence in a form satisfactory to Company of Licensee's actual sales within 14 days from the date that Company provides notice to Licensee of the understatement. Any amounts payable to Company because of the understatement are due immediately at the end of the 14 days.

10. LICENSEE'S OTHER OBLIGATIONS.

10.1 Payment of Debts.

- (A) Licensee must pay promptly when due all:
 - (1) Payments, obligations, assessments and taxes due and payable to Company and its affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with the Restaurant;
 - (2) Liens and encumbrances of every kind and character created or placed upon or against any of the property owned by the Restaurant; and
 - (3) Accounts and other indebtedness incurred by Licensee relating to the Restaurant.
- (B) If Licensee defaults on any payment listed in section 10.1(A), Company may pay it on Licensee's behalf and Licensee must promptly reimburse Company on demand for the payment.

10.2 Liability and Indemnification. Licensee waives all claims against Company for damages to property or injuries to persons arising out of the operation of the Restaurant. Licensee must fully protect, indemnify and defend Company and its affiliates and hold them harmless from and against any and all claims, demands, damages, and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the Restaurant (regardless of cause or any concurrent or contributing fault or negligence of Company) or any breach or failure to comply with this agreement.

10.3 Insurance.

- (A) Licensee must purchase and maintain at its own expense liability insurance at a minimum limit of liability designated periodically by Company, but not less than \$2,000,000 per occurrence, or a higher amount that Company may in the future require of similarly situated franchisees or that a lessor of the Restaurant premises may require. The insurance coverage must start on the earlier of the date Licensee takes possession of the Authorized Location or the date Licensee begins operating the Restaurant, and continue through the later of the Expiration Date or the

date the Restaurant closes. Licensee must annually, or any shorter period of time at Company's request, deliver to Company a certificate of insurance and additional insured and other endorsements showing compliance with this section 10.3. The insurance coverage must:

- (1) Insure Licensee, Company, Company's affiliates and any other person or entity designated by Company by name from liability for any and all such damage and injury;
 - (2) Be written with a company rated no less than "A" by AM Best Insurance Rating;
 - (3) Name International Dairy Queen, Inc. and its affiliates as an additional insured; and
 - (4) Provide that Company will be given 30 days' prior written notice of material change in or termination or cancellation of the policy.
- (B) Licensee must purchase and maintain workers' compensation insurance and all additional insurance that may be required by law or other agreement related to the Restaurant.
- (C) If Licensee does not procure and maintain the required insurance coverage, Company may procure insurance coverage for Licensee and charge the cost to Licensee, together with a reasonable fee for Company's expenses in doing so, payable by Licensee immediately upon notice.
- (D) Licensee's obligation to obtain and maintain these insurance policies in the amounts specified is not limited in any way by reason of any insurance that Company may maintain, nor does Licensee's procurement of required insurance relieve Licensee of liability under the indemnity obligations described in Section 10.2 of this Agreement. Licensee's insurance procurement obligations under this Section are separate and independent of Licensee's indemnity obligations.
- (E) Company does not represent or warrant that any insurance that Licensee is required to purchase will provide adequate coverage for Licensee. The requirements of insurance specified in this Agreement are for Company's protection. Licensee should consult with its own insurance agents, brokers, attorneys and other insurance advisors to determine the level of insurance protection it needs and desires, in addition to the coverage and limits required by Company.

10.4 Compliance with Laws. Licensee must at all times maintain the Restaurant premises and conduct the Restaurant in compliance with all applicable laws, regulations, codes, and ordinances, including labor and employment laws. Licensee must comply with all privacy policies and data protection and breach response policies that Company may establish. Licensee must notify Company

immediately of any suspected data breach at or in connection with the Restaurant. Licensee is an independent business and responsible for control and management of the Restaurant, including matters such as hiring and discharging Licensee's employees, setting and paying wages and benefits of Licensee's employees, and scheduling employees. Company has no power, responsibility or liability in respect to these or related matters. Licensee has had an opportunity to obtain legal advice regarding, and currently complies with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither Licensee nor Owner is named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control.

10.5 In-Term Noncompete. During the term of this agreement, Licensee, the Designated Manager, a Principal Owner, or an officer or director of a Principal Owner owning a 20% or greater interest in Licensee cannot, without Company's prior written consent, directly or indirectly operate, permit to be operated, or hold any interest in any Competitive Business.

11. TRANSFER OF FRANCHISE.

11.1 Consent Required. Company enters this agreement with specific reliance upon the financial qualifications, personal experience, skills, and managerial and financial qualifications of the Licensee and its Owners. Because of this, no transfer may be made in whole or part, whether in one or more transactions, without Company's consent.

11.2 Definition of Transfer. A "transfer" is defined as a sale (including an installment sale), lease, pledge, contract for deed, option agreement, assignment, bequest, gift, transfer of interest upon death or disability, management agreement (or any other arrangement pursuant to which Licensee or an Owner turns over all or part of the daily operation of the Restaurant to a person or entity who shares in the losses or profits of the Restaurant in a manner other than as an employee or agent of Licensee), or disposal of the Restaurant, any assets, revenues or profits of the Restaurant (except in the ordinary course of business), or any direct or indirect ownership interest in this agreement, the Restaurant, the Licensee, or an Owner to any other person or entity (a "transferee"). If Licensee or any Owner is a trust, a "transfer" also includes any modification, amendment, revocation or restructuring of the trust (including but not limited to any change in the roles of or individuals named as beneficiaries, trustees, grantors, settlors or other similar positions of the trust) that would result in any change of control of Licensee or any Owner.

11.3 Requirements for a Transfer. The following requirements must be satisfied before Company will consent to any direct or indirect transfer or proposed transfer of this agreement, the Restaurant, or any ownership interest in this agreement, the Restaurant, the Licensee, or an Owner:

- (A) **Application.** Licensee must immediately notify Company of a proposed transfer, promptly submit to Company a transfer request and release of information form and provide Company with a complete application for consent to transfer at least 90 days before the effective date of the transfer. The transfer request and release of information form and application must be completed on Company's then-current forms and accompanied by all other documents required by Company.
- (B) **Right of First Refusal.**
- (1) **Offer.** In the event of a proposed transfer, Licensee must give Company a copy of the purchase agreement or other written statement with the terms of the offer, signed by both the offeror and Licensee, along with such additional information concerning the transaction as Company may reasonably require, which may include a copy of the lease, financial information, tax returns and other documents typically provided to a buyer. Company has the right (at its option, upon written notice to Licensee) to assign to a third party Company's right of first refusal.
 - (2) **Insolvency.** If the proposed transfer results from Licensee's insolvency or the filing of any petition by or against Licensee under a bankruptcy or insolvency law ("bankruptcy"), Licensee must first offer to sell to Company Licensee's interest in this agreement and the land, building, equipment, furniture and fixtures, and leasehold interest used in the operation of Licensee's Restaurant ("bankruptcy assets"). The purchase price of the bankruptcy assets will be established by a qualified appraiser selected by the parties. If the parties cannot agree upon an appraiser, upon petition of either party, one will be appointed by a judge of the United States District Court in the Authorized Location's state. Licensee or Licensee's legal representative must deliver to Company a written statement incorporating the appraiser's report. The transaction documents will be prepared by Company, and will be as customary for this type of transaction.
 - (3) **Acceptance and Closing.** Company has 30 days from Company's receipt of the statement setting forth the third-party offer and such other information requested by Company, or the appraiser's report, to accept the offer by delivering written notice of acceptance to Licensee. Company's acceptance will be on the same price and terms set forth in the statement except that Company may substitute equivalent cash for any noncash consideration and the terms will include the customary representations and warranties as to ownership, condition of and title to assets, loans and encumbrances on the assets, validity of contracts and agreements and contingent and other liabilities afforded the assets. Company has 30 days after accepting the offer to close on the sale.

- (4) **Failure to Accept.** If Company fails to accept the offer within the 30 day period, Licensee has 60 days to effect the disposition described in the statement delivered under 11.3(B)(1) or 11.3(B)(2) to Company if the transfer is otherwise in compliance with section 11. Licensee cannot effect any other transfer of Licensee, this agreement or the Restaurant without first complying with the right of first refusal requirements.
- (C) **Security Interest.** Neither Licensee nor an Owner may retain a security or other financial interest in the property to be transferred without Company's prior written consent and except upon conditions acceptable to Company. Licensee must inform Company if Licensee or an Owner proposes to retain a security or other financial interest.
- (D) **Transferee Requirements.** The transferee must meet Company's then current requirements for transferees, including those relating to financial position and management and operational experience.
- (E) **Transfer Fee.**
- (1) **Amount.** Licensee must pay Company a transfer fee of \$5,500, which is due when Licensee submits the application for consent of the transfer. The transfer fee increases by \$500 on January 1, 2025, and on each 5-year anniversary of that date.
- (2) **Refund.** If Company exercises its right of first refusal or does not consent to a proposed transfer, Company will return the transfer fee to Licensee, minus any actual expenditures or disbursements made by Company in direct connection with evaluating or processing the proposed transfer, together with an itemized statement of these costs. The transfer fee is not refundable in whole or in part except as expressly stated in this agreement.
- (F) **Payment of Amounts Owed.** All amounts owed by Licensee to Company or any of Company's affiliates, Licensee's suppliers, or any landlord for the Restaurant premises and Authorized Location, or upon which Company or any of Company's affiliates have any contingent liability, must be paid in full.
- (G) **Compliance with Agreement.** Licensee must be in full compliance with the terms of this agreement, including providing Company with all reports required in sections 9.9 and 9.10 through the effective date of the transfer.
- (H) **Guarantee.** All Owners of transferee must sign Company's then current form of undertaking and guarantee. In addition, if Company allows Licensee or an Owner to retain a security or other financial interest in this agreement or the Restaurant after the transfer, then Licensee and

the Owner must guarantee the performance of this agreement until the security or other financial interest terminates.

- (I) **General Release.** Licensee, each Owner, and each guarantor must sign a general release of all claims arising out of or relating to this agreement, Licensee's Restaurant, or the parties' business relationship, in the form designated by Company, releasing Company and its affiliates.
- (J) **Training.** The transferee must, at Licensee's or transferee's expense, comply with Company's then current training requirements for DQ Grill & Chill® restaurants.
- (K) **Financial Reports and Data.** Company may require Licensee to prepare and furnish to transferee or Company financial reports and other data relating to the Restaurant and its operations as Company deems reasonably necessary or appropriate for transferee or Company to evaluate the Restaurant and the proposed transfer. Company may confer with proposed transferees and furnish them with information concerning the Restaurant and proposed transfer without being held liable to Licensee, except for intentional misstatements made to a proposed transferee. Any information furnished by Company to proposed transferees is for the sole purpose of permitting the transferees to evaluate the Restaurant and proposed transfer and will not be construed in any manner or form whatsoever as financial performance representations or claims of success or failure.
- (L) **Then Current Operating Agreement.** Transferee must sign Company's then current operating agreement, which may have materially different terms and conditions, including higher or additional fees.
- (M) **Facility Items and Modernization.** Licensee must complete the repairs, maintenance, and other similar items at the Restaurant that Company specifies in writing. In addition, if Licensee has not completed a modernization under section 5.5 in the past 10 years, then Licensee must complete the modernization prior to the effective date of the transfer. If Licensee has completed a modernization under section 5.5 in the past 10 years, then transferee will be required to complete the next modernization by the date Licensee would have been required to modernize under this agreement.
- (N) **Transfer Agreement.** Licensee (and each Owner) must sign an agreement, in form satisfactory to Company, in which Licensee and each Owner covenant to observe the post-termination covenant not to compete and all other applicable post-termination obligations described in this agreement.

(O) **Other Conditions.** Company may expand upon, and provide more details related to, the conditions for transfer and our consent as described in this Section 11.3, and may do so in the Operations Manual or otherwise in writing. Licensee and each transferee must comply with any other conditions that Company reasonably requires periodically as part of its transfer procedures.

11.4 Consent Not Unreasonably Withheld. As long as Licensee and transferee meet Company's applicable requirements for a transfer, Company will not unreasonably withhold consent for the transfer.

11.5 Transfer Void. Any attempted transfer by Licensee without Company's prior written consent or otherwise not in compliance with the terms of this agreement is void and gives Company the right at its option to either default and terminate this agreement, or to consent to the transfer and collect from Licensee and the guarantors a transfer fee equal to two times the transfer fee provided for in section 11.3(E)(1).

11.6 Transfer by Company. Company can transfer, in whole or in part, its interest in this agreement without Licensee's consent. Following the effective date of any assignment, Licensee will look solely to the transferee or assignee, and not to Company, for the performance of all obligations under this agreement.

12. DISPUTE RESOLUTION.

12.1 Arbitration. Subject to section 12.2, any dispute between Licensee and Company, or any of their affiliates, arising under, out of, in connection with or in relation to this agreement, any lease or sublease for the Restaurant or Authorized Location, the parties' relationship, or the Restaurant must be submitted to binding arbitration under the authority of the Federal Arbitration Act ("FAA"). Any state laws attempting to prohibit arbitration or void out of state forums for arbitration are preempted by the FAA. The dispute must be arbitrated in accordance with the then current rules and procedures and under the auspices of the American Arbitration Association ("AAA"), except to the extent the rules and procedures are modified below.

(A) The then-current AAA Large, Commercial Case Rules apply where the matter in controversy in the arbitration proceeding is at least \$500,000. The matter in controversy is defined not only by the amount of the demand, but also by the value of the matter to the parties to the arbitration. The AAA will decide the amount of the matter in controversy, subject to a challenge of the decision by either party to the arbitrator(s).

(B) The arbitrator(s) has the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. The arbitrator(s) has the power to determine the existence

or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause will be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator(s) that the contract is null and void will not for that reason alone render invalid the arbitration clause.

- (C) Multiparty arbitration is specifically prohibited, and any arbitration will be on an individual basis alone; the arbitration may not be consolidated or otherwise joined with any other proceeding. The arbitrator will have no authority or power to proceed with any claim as a multiparty proceeding or a class action or to otherwise join or consolidate any claim with any other claim or any other proceeding involving third parties.
- (D) The arbitration must take place in Minneapolis, Minnesota, or at another place mutually agreed upon by the parties.
- (E) Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration under this section 12.1 without the prior written consent of both parties.
- (F) Except for the appeal process described in section 12.1(G), the decision of the arbitrator(s) will be final and binding on all parties to the dispute; however, the arbitrator(s) will have no authority or power to: (i) stay the effectiveness of any pending termination of this agreement; (ii) assess punitive or exemplary damages; or (iii) make any award that extends, modifies or suspends any lawful term of this agreement or any reasonable standard of business performance set by Company. The arbitrator(s) must also follow the applicable law and may not disregard the law based on principles of justice or equity which are not a specific part of the applicable law. A judgment may be entered upon the arbitration award by any state or federal court in Minnesota or the state of the Authorized Location.
- (G) Any award rendered by the arbitrator(s) may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules in effect as of the Effective Date of this agreement ("Appellate Rules"). Any award will, at a minimum, be a reasoned award. The award will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty days of receipt of an award, as defined by Rule A-3 of the existing Appellate Rules, by filing a notice of appeal with any office. The appeal tribunal may affirm, reverse, or modify the award of the arbitrator(s), or return the matter to the arbitrator(s) for further action. A final award may be entered once the appeal process is complete or the time for filing an appeal has expired, and a judgment may be entered upon the arbitration award in accordance with the procedures identified in section 12.1(F).

12.2 Injunctive Relief. The Restaurant is one of a large number of restaurants and stores identified by the Trademarks selling similar products to the public. The failure on the part of a single licensee to comply with the terms of its agreement

could cause irreparable damage to Company or to some or all of Company's other licensees. Therefore, in the event of a breach or threatened breach of any of the terms of this agreement by a party, the other party is entitled to an injunction from a court of law restraining the breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining the equitable relief, until a final and binding determination is made by the arbitrators. The arbitrator(s) has no authority to award interim, injunctive, or other equitable relief pending conclusion of the arbitration proceeding. Any equitable remedies are in addition to, not in lieu of, all other remedies or rights which the parties might otherwise have by virtue of any breach of this agreement by the other party. Company and its affiliates have the right to commence a civil action in any court of competent jurisdiction against Licensee or take other appropriate action to obtain injunctive relief (whether temporary, preliminary or permanent) to compel Licensee's compliance with trademark standards and requirements to protect the goodwill of the Trademarks (including enforcement of the non-compete provisions in section 10.5 and 14.6) without having to file an arbitration demand.

12.3 Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this agreement, any lease or sublease for the Restaurant or Authorized Location, the parties' relationship, or the Restaurant is entitled to recover its reasonable attorneys' fees and costs.

12.4 Jury Trial. The parties irrevocably waive any right they may have to a jury trial.

13. DEFAULT AND TERMINATION.

13.1 Default. Licensee is in default of this agreement if Company determines that Licensee or any Owner or guarantor has breached any of the terms of this agreement or any other agreement between Licensee and Company or its affiliates, which includes:

- (A) Making any false report to Company;
- (B) Failure to submit to Company the lease (if applicable) for the Authorized Location prior to the Restaurant opening;
- (C) Failure to submit any required report when due;
- (D) Intentionally understating or underreporting, or failure to pay when due any amounts required to be paid to Company or any of Company's affiliates whether under this agreement or otherwise or to any third party as required by this agreement;
- (E) Licensee, an Owner, or a guarantor being charged with any felony or misdemeanor which brings or tends to bring any of the Trademarks into

disrepute or impairs or tends to impair the goodwill of any of the Trademarks;

- (F) Failing an evaluation under section 6.8, or failure to abide by Company's standards and requirements in connection with the operation of the Restaurant;
- (G) Violation of the Licensee's confidentiality obligations under this agreement;
- (H) Filing of tax or other liens which may affect this agreement, or voluntary or involuntary bankruptcy, by or against Licensee or any Principal Owner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors; or
- (I) Failure to meet any requirements or specifications established by Company with respect to product quality, physical property, conditions of equipment or materials used, products manufactured, Menu, or use of approved products, packaging or promotional materials.

13.2 Termination. Company can terminate this agreement in accordance with the following provisions:

- (A) **Opportunity to Cure.** Except as set out in sections 13.2(B) and (C), Licensee has (i) 10 days from the date of a written notice of default to cure a default for failure to submit any required report when due or to pay when due any amounts required to be paid to Company or any of Company's affiliates and (ii) 30 days from the date of a written notice of default to cure any other default under this agreement. Licensee's failure to cure a default within the cure period will provide Company with good cause to terminate this agreement, and the termination will be accomplished by mailing or delivering to Licensee written notice of termination that will identify the grounds for the termination.
- (B) **Twenty-Four Hours to Cure.** If a default under this agreement materially impairs the goodwill associated with any of the Trademarks or the operation, maintenance or construction of the Restaurant results in a threat or danger to the public health or safety (for example, violating any of Company's zero tolerance policies or food safety requirements), then Licensee will have 24 hours after Company provides notice of the default to cure the default. Company has the right to require Licensee to close the Restaurant immediately upon notice and keep it closed until such time as the default is cured. If the default is not cured within 24 hours, or Licensee fails or refuses to close the Restaurant upon notice from Company, the termination will be effective immediately upon notice of termination. Notwithstanding any notice provisions under this agreement, notices under this section are deemed received when, as shown in Company's records, actual notice was given

to the Controlling Owner, a Principal Owner, the Designated Manager, or the person designated to receive notices under section 15.3(B), whether delivered personally, by phone, fax, email, or reputable overnight service.

- (C) **Immediate Termination.** Licensee has no right to cure the following defaults and this agreement terminates immediately on Company's issuance of written notice of termination:
- (1) Licensee's loss of the right to occupy the Restaurant premises;
 - (2) If the Restaurant is destroyed or damaged, Licensee's failure to repair and reopen for operation the Restaurant at the Authorized Location within 270 days of the date of occurrence of the destruction or damage (as described in section 6.9(C));
 - (3) Licensee's failure to relocate and reopen in accordance with and within the time periods and conditions set forth in section 5.4;
 - (4) Voluntary abandonment as defined in section 6.9(B);
 - (5) Insolvency of Licensee or a Principal Owner or guarantor, or Licensee's or a Principal Owner's or guarantor's making an assignment or entering into any similar arrangement for the benefit of creditors;
 - (6) Conviction of Licensee or any Owner, the Designated Manager or a guarantor of an offense directly related to the Restaurant;
 - (7) Intentionally understating or underreporting Gross Sales, continuing license fees or sales promotion program fees as described in section 9.11(c);
 - (8) Any default by Licensee which is the third default within any consecutive 12-month period; or
 - (9) Licensee or an Owner is named as a specially designated national or blocked person as designated by the United States Department of the Treasury's Office of Foreign Assets Control.
- (D) **Termination Fee.** Upon Company's termination of this agreement for any reason under section 13.2, Licensee must pay to Company, within 30 days of the date of the termination, a termination fee as calculated below to compensate Company for anticipated and reasonably estimated lost profits. This subparagraph is not applicable to any termination or cancellation of a franchise agreement for an Authorized Location that did not open. The termination fee will be calculated as follows:
- (1) Two times the continuing license fees payable to Company for the last 12 months of the Restaurant's active operations;

- (2) If the Restaurant opened but did not operate for a full 12 months before the date of termination, 24 multiplied by the average monthly continuing license fees payable to Company from the date of opening through the date of termination; or
- (3) If there are less than 24 months remaining on the term, the number of months remaining on the term multiplied by the average monthly continuing license fees payable to Company for the last 12 months of the Restaurant's active operations.

(E) **Effect of Other Laws.** Any valid, applicable law or regulation establishing permissible grounds, cure rights, or minimum periods of notice for termination of this franchise supersedes any provision of this agreement less favorable to Licensee than the law or regulation.

13.3 Termination by Licensee. Licensee may terminate this agreement as a result of a breach by Company of a material provision of this agreement after Licensee provides Company written notice of the breach that identifies the grounds for the breach, and Company fails to cure the breach within 30 days after Licensee provides written notice to Company. The termination will be effective 60 days after Licensee provides written notice of the breach to Company. Licensee's termination of this agreement under this section 13.3 does not release or modify Licensee's post-term obligations under section 14.

14. POST-TERM OBLIGATIONS. Upon the expiration or termination of this agreement:

14.1 Reversion of Rights. All rights of Licensee to use the Trademarks, all other rights and licenses granted under this agreement, and the right and license to conduct business under the Trademarks at the Authorized Location revert to Company without further act or deed of any party. All right, title and interest of Licensee in, to and under this agreement and any operational goodwill become the property of Company.

14.2 Stop Using Trademarks.

- (A) Licensee must immediately stop using and displaying the Trademarks and any point-of-sale materials and other sales promotion and advertising materials furnished, made available or approved by Company, and must stop using Company's Confidential Information (including the Operations Manual). Licensee must immediately return to Company all copies of the Operations Manual and any other Confidential Information in Licensee's possession or control, or previously disseminated to Licensee's employees.
- (B) Subject to section 14.5, Licensee must, within 20 days, at Licensee's expense, remove or obliterate all Restaurant signage, displays, photos and other materials in Licensee's possession at the Authorized Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks. Licensee must also, within 20 days,

alter the appearance of the Restaurant, including removal or substantial modification of any trade dress, so as to differentiate the Restaurant unmistakably from duly licensed restaurants and stores identified by the Trademarks.

- (C) If Licensee does not comply with section 14.2(B) within 20 days, Company may enter the Authorized Location and remove all Restaurant signage, displays, photos or any other materials in Licensee's possession at the Authorized Location or elsewhere that bear any of the Trademarks or names or material confusingly similar to the Trademarks, and Licensee must reimburse Company for Company's costs incurred in connection with this removal.
- (D) If, despite not being permitted to do so, Licensee owns or controls any domain name registrations in connection with the Restaurant or that include any of the Trademarks, Licensee agrees to promptly transfer ownership of such domain names to Company and execute any documents the domain name registry requires in connection with the transfer of these domain name registrations to Company.

14.3 Liable for Obligations. Licensee remains liable for its obligations under any applicable lease or sublease for the Restaurant premises and Authorized Location, and its other applicable obligations under this agreement or any other agreement between Licensee and Company or Company's affiliates.

14.4 Amounts Owed. Licensee must pay all sums due to Company, its affiliates or designees, or that Licensee owes to third parties which have been guaranteed by Company or any of its affiliates, within 10 days of the termination or expiration of this agreement.

14.5 Purchase Option. Company may purchase or designate a third party to purchase any or all of the assets of the Restaurant that are owned by Licensee or any of Licensee's affiliates including the land, building, equipment, fixtures, signage, furnishings, supplies, leasehold, leasehold improvements, and inventory of the Restaurant, upon the following conditions:

- (A) Company must give Licensee written notice of its intent to exercise its purchase rights under this section 14.5 within 30 days after the date of the expiration or termination of this agreement.
- (B) The purchase will be at a price determined by a qualified appraiser paid for by Company and selected with the consent of both parties. The price determined by the appraiser will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of a DQ Grill & Chill® restaurant and the appraiser will designate a price for each category of asset (e.g., land, building, equipment, fixtures, etc. but not good will). If the parties cannot agree upon an appraiser, either party may petition a judge of the United States district court for the district in which the Authorized Location is located to appoint an appraiser.

- (C) Within 45 days after Company's receipt of the appraisal report, Company must inform Licensee if Company or Company's designee intends to purchase any or all of the assets at the price in the appraisal report. Company or its designated purchaser and Licensee must complete and close the purchase of the designated assets in a commercially reasonable time and manner. Company may reduce the price paid for the assets by any unpaid portion of the termination fee due under section 13.2(D) of this agreement.
- (D) Upon Company's or its designated purchaser's exercise of the purchase option and tender of payment, Licensee agrees to sell and deliver, and cause its affiliates to sell and deliver, the purchased assets to Company or its designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause its affiliates to execute and deliver, to Company or its designated purchaser a bill of sale for the assets or any other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased.

14.6 Post-Term Noncompete. Licensee and the Principal Owners cannot directly or indirectly (including acting as a lessor, lessee, officer, director, partner, employee, consultant, shareholder or lender) own, operate, lease, engage in, conduct, have any interest in, or assist any other person or entity to engage in, any Competitive Business for one year after the date of expiration or termination by either party with or without cause (i) within 500 meters of the Authorized Location if the Restaurant is a Street Location, or (ii) within the building or venue that the Authorized Location was in if the Restaurant is a Captive-venue Location.

14.7 Confidentiality. Licensee and its and Owners must comply with the confidentiality provisions of section 6.12.

14.8 Time Period for Bringing Claims. Claims by Company for underreporting Gross Sales, for indemnification, or for claims related to Company's rights under the Trademarks are subject only to the applicable state or federal statute of limitation. Any other claim arising out of or relating to this agreement, the relationship of the parties, Company's operations relating to the Franchise System, or Licensee's operation of the Restaurant will be barred unless filed before the expiration of the earlier of:

- (A) The time period for bringing an action under any applicable state or federal statute of limitations;
- (B) One year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or
- (C) Two years after the first act or omission giving rise to an alleged claim.

15. GENERAL PROVISIONS.

15.1 Severability. Should one or more clauses of this agreement be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses are deemed to be separable in such jurisdiction and the remainder of this agreement is deemed valid and in full force and effect and the terms of this agreement will be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this agreement sought to be enforced in any proceeding hereunder shall, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

15.2 Waiver; Integration. No waiver by Company of any breach by Licensee, nor any delay or failure by Company to enforce any provision of this agreement, will be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Company's rights with respect to that or any other or subsequent breach. Subject to Company's rights to modify standards and as otherwise provided in this agreement, this agreement cannot be waived, altered or rescinded, in whole or in part, except by a writing signed by Licensee and Company. This agreement together with its addenda and the Licensee's application form submitted to Company are the sole agreement between the parties with respect to the entire subject matter of this agreement and embody all prior agreements and negotiations with respect to the Restaurant. Nothing in this agreement, its addenda, and the application form, or in any related agreement is intended to disclaim the representations Company made in the franchise disclosure document, and any representations or promises made outside these documents may not be enforceable. Licensee acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of Licensee's business.

15.3 Notice. Except as otherwise provided in this agreement, any notice, demand or communication provided for in this agreement must be in writing and signed by the party serving it and delivered personally, by a reputable overnight service or deposited in the United States mail (by registered or certified mail if it is a notice of default), service or postage prepaid, or as otherwise provided in the Operations Manual. A notice delivered by overnight service is deemed received the day after it is given to the overnight service; a notice delivered by regular, registered or certified mail is deemed received 4 days after it is given to the United States Postal Service, or any shorter period in which the notice was actually delivered. Notices will be addressed as follows:

- (A) If intended for Company, addressed to the President, American Dairy Queen Corporation, 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437 U.S.A.;

- (B) If intended for Licensee, addressed to Licensee at the Authorized Location designated on the cover page. If Licensee is an entity or consists of more than one individual, then Licensee must designate a single individual to receive notices under this agreement and identify this person on the Ownership Addendum attached to this agreement. Legal notices sent to the designated individual will be deemed received by the Licensee; or
- (C) To another address as designated by written notice to the other party.

15.4 Authority. Any modification, consent, approval, authorization or waiver granted under this agreement that is required to be effective by signature will be valid only if in writing executed by an authorized signatory of Licensee's on behalf of Licensee or, if on behalf of Company, in writing executed by its President or one of its Vice Presidents.

15.5 References. If Licensee consists of 2 or more individuals, the individuals are jointly and severally liable, and references to Licensee in this agreement include all individuals. Headings and captions in this agreement are for convenience of reference and should not be taken into account in construing or interpreting this agreement.

15.6 Guarantee. If Licensee is a corporation, partnership or other entity, then all Owners must sign the undertaking and guarantee at the end of this agreement. Any person or entity that becomes an Owner after the date of this agreement must sign the form of undertaking and guarantee at the end of this agreement.

15.7 Successors; Assigns. Subject to the terms of section 11, this agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

15.8 Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this agreement, the parties' rights under this agreement, and the relationship between the parties:

- (A) **Applicable Law and Waiver.** Subject to Company's rights under federal trademark laws and the parties' rights under the Federal Arbitration Act under section 12, the parties' rights under this agreement and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Authorized Location is located. Licensee waives, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which the Authorized Location is located.
- (B) **Exercise of Rights.** Whenever this agreement provides that Company has a certain right, that right is absolute and the parties intend that Company's exercise of that right will not be subject to any limitation or

review. Company may operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this agreement.

- (C) **Reasonable Business Judgment.** Whenever Company reserves or is deemed to have reserved discretion in a particular area or where Company agrees or is deemed to be required to exercise its rights reasonably or in good faith, Company will satisfy its obligations whenever it exercises Reasonable Business Judgment (as defined below) in making its decision or exercising its rights. A decision or action by Company will be deemed to be the result of “Reasonable Business Judgment,” even if other reasonable or even arguably preferable alternatives are available, if Company’s decision or action is intended, in whole or significant part, to promote or benefit the Franchise System (or one or more components of it) generally even if the decision or action also promotes a financial or other individual interest of Company. Examples of items that will promote or benefit the Franchise System include enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the Franchise System (or one or more components of it). Neither Licensee nor any third party (including, without limitation, a trier of fact) will substitute its judgment for Company’s Reasonable Business Judgment.

15.9 Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this agreement or the relationship of the parties that is not subject to arbitration under section 12, must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. Both parties hereto irrevocably admit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph survive the termination of this agreement. Licensee is aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding thereof, agrees to be bound in the manner set forth.

15.10 Waiver of Punitive Damages. Licensee and Company and their affiliates waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and in the event of any dispute between them, each is limited to the recovery of actual damages sustained by it.

15.11 Relationship of the Parties. Licensee and Company are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party can obligate the other or represent any right to do so. This agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

15.12 Force Majeure. A failure of performance of this agreement by any party will not be deemed a breach of this agreement if it arose from a cause beyond the control

of and without the negligence of the party, provided that the party uses reasonable best efforts to perform the obligations as soon as possible under the circumstances. Such causes include acts of God, lockouts, strikes, wars, riots, and acts of government.

15.13 Adaptations and Variances. Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the Franchise System. Accordingly, Company may vary the Menu and other standards, specifications, and requirements for any licensed restaurant or store or licensee based upon the customs or circumstances of a particular franchise or operating agreement, site or location, population density, business potential, trade area population, existing business practice, competitive circumstance, or any other condition that Company deems to be of importance to the operation of such restaurant or store, Licensee's business, or one or more components of the Franchise System. Company is not required to grant to Licensee a like or other variation as a result of any variation from standard menus, specifications or requirements granted to any other restaurant or store or licensee. Licensee acknowledges that it is aware that other licensees of Company operate under a number of different forms of franchise agreement or operating agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to such other agreements may differ materially in certain instances from Licensee's rights and obligations under this agreement. Company may periodically modify or rescind any requirement, standard or specification prescribed by Company under this agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practice innovations, and technological changes as Company deems appropriate.

15.14 Notice of Potential Profit. Company or its affiliates may make available goods, products, or services to Licensee for use in the Restaurant and may make a profit on the sale of these items. Company or its affiliates may receive and retain consideration from suppliers or manufacturers for services rendered, license rights, or sales of goods, products, or services to Licensee. The consideration may or may not be related to services performed and Company or its affiliates is entitled to these profits or consideration.

15.15 Effective Date. Company will fill in the "Effective Date" of this agreement in the space provided on the cover page. If no Effective Date is listed, the Effective Date is the date when this agreement has been signed by both Licensee and the President or a Vice President of Company.

15.16 Receipt of Documents. Licensee acknowledges that it received a franchise disclosure document at least 14 calendar days prior to the date this agreement was executed.

15.17 Including. Unless the context requires otherwise, the term "including" means "including but not limited to."

16. DEFINITIONS.

- 16.1 Assistant Manager** means an individual who personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of the Restaurant under the supervision of the Designated Manager, meets Company's prior restaurant or retail management experience requirements, and does not participate in the active operation or management of any business other than the Restaurant.
- 16.2 Authorized Location** is the location of the Restaurant designated on the cover page to this agreement.
- 16.3 Business Records** means Licensee's books and records relating to the Restaurant, and includes balance sheets, statements of profit and loss, records of prices and special sales, check registers, purchase records, sales summaries, inventories, and other detailed information about daily sales, cost of sales, and other relevant records or information.
- 16.4 Captive-venue Location** means a location in a shopping mall (enclosed or open air, such as a lifestyle center) with a minimum of 500,000 square feet of gross leasable area, transportation terminals, hospitals, college and university facilities, parks and recreation areas, office buildings and other locations that cater to high volume walking traffic.
- 16.5 Competitive Business** means a quick service restaurant that serves hamburgers but does not serve alcohol, or a restaurant or business that generates more than 10% of its revenue from sales of ice cream, yogurt, frozen custard, fruit-based beverages, soft serve or other frozen treats.
- 16.6 Computer Systems** means the computer systems, including hardware and software, or other existing or future communication or data storage or security systems that may be designated by Company, which meet Company's standards and specifications as periodically modified in response to business, operations and marketing conditions.
- 16.7 Confidential Information** means the methods, techniques, formats, marketing and promotional techniques and procedures, specifications, information, recipes, the Operations Manual, systems, costs, and knowledge of and experience in the operation and franchising of DQ® restaurants that Company communicates to Licensee or that Licensee otherwise acquires in operating the Restaurant under the System. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by Licensee or other individuals under an obligation to keep the information confidential.
- 16.8 Controlling Owner** means the Owner who actively directs Licensee's business affairs relating to the Restaurant and is responsible for overseeing the general management of the day-to-day operations of the Restaurant.

- 16.9 Designated Manager** means an individual who personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of the Restaurant, meets Company's prior restaurant or retail management experience requirements, and does not participate in the active operation or management of any business other than the Restaurant.
- 16.10 EPOS System** means an electronic point-of-sale cash register system including hardware, software, payment processing and security components that meets the standards and specifications established by Company, as modified periodically in response to business, operations and marketing conditions.
- 16.11 Franchise System** means the franchised network of DQ® restaurants and stores, regardless of the concept or type of location, which operate under one or more of the Trademarks.
- 16.12 Gross Sales** means the total revenues and receipts from the sale of all products sold by the Restaurant, whether paid for by cash, credit (not adjusted for credit card fees) or gift card, barter, or otherwise, including sales of all products under any of the Trademarks as well as sales of other products, services and merchandise, whether or not identified by other brand names, and excluding sales taxes and revenues and receipts arising directly from Licensee's sale of gift cards.
- 16.13 Menu** means the menus designated by Company in the Operations Manual or otherwise in writing.
- 16.14 Operations Manual** means Company's most current operations materials, which may include system standards and other manuals, resource guides, system bulletins, handbooks, product preparation materials, brand guidelines, and other written materials relating to the Restaurant, System, or Franchise System.
- 16.15 Owner** means any person or entity who directly or indirectly owns an interest in Licensee. An Owner includes each shareholder, member, or owner of a corporation, limited liability company or other entity; each general partner of a partnership and, if a general partner is an entity, each owner of an interest in the general partner; and each grantor, settlor, beneficiary, trustee or other trust fiduciary of a trust. If the Licensee is more than one individual, each individual is an Owner. The Owners are identified on the Ownership Addendum attached to this agreement.
- 16.16 Intentionally omitted.**
- 16.17 Principal Owner** means any Owner who directly or indirectly owns a 10% or greater interest in Licensee.

16.18 Restaurant means Licensee’s business and the DQ Grill & Chill® restaurant developed and operated under this agreement at the Authorized Location using System and the Trademarks.

16.19 Street Location means a location in a freestanding building, streetscape location, or strip mall with less than 500,000 square feet of gross leasable area.

16.20 System means the DQ® system which consists of the sale of distinctive dairy products, beverages, food products and other products and services under the Trademarks using distinctive facilities, equipment (including the EPOS System and Computer Systems), supplies, ingredients, secret and proprietary formulas, business techniques, methods, procedures, standards, specifications, and Operations Manual, together with sales promotion programs, as may be modified and improved periodically by Company.

16.21 Trademarks means the trademarks, trade names and commercial symbols designated by Company in the Operations Manual or otherwise in writing, which may be modified periodically by Company.

LICENSEE:

COMPANY:

American Dairy Queen Corporation

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

UNDERTAKING AND GUARANTEE

NOTE: If Licensee is a corporation or other business entity, each of the Owners must sign this undertaking and guarantee as an individual and not as an Owner or officer of the entity.

In consideration of the execution of the operating agreement by Company, and for other good and valuable consideration, each of the signatories below, for themselves, their heirs, legal representatives, successors and assigns (collectively the "Guarantors") jointly, individually and severally guarantee the full and timely performance by Licensee of each and every obligation of Licensee arising under the operating agreement, and agrees to be personally bound by, and personally liable for the breach of each and every provision in the operating agreement, including the payment of all amounts and the performance of all covenants, terms and conditions required under the operating agreement.

The Guarantors, individually, jointly and severally, agree to be personally bound by each and every condition and term in the operating agreement as though each of the Guarantors had executed an operating agreement with the identical terms and conditions of the operating agreement, including the dispute resolution and jury trial waiver provisions, and any amendments, extensions, or other modifications to the operating agreement.

Each of the Guarantors waives: (i) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (ii) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations guaranteed; or (iii) any right that the Guarantors may have to require Company, as a condition of liability or otherwise, to proceed against any other person or to proceed against or exhaust any security held by Company at any time or to pursue any right of action accruing to Company under the operating agreement. Company may either proceed against the Guarantors and Licensee, jointly and severally, or proceed against any of the Guarantors without having commenced any action, or having obtained any arbitration award or judgment, against Licensee.

The Guarantors individually, jointly and severally agree to pay all attorneys' fees and costs and other expenses incurred in connection with the enforcement of this Guarantee or with any negotiations related to such enforcement.

The Guarantors individually and collectively agree that each and every provision, covenant, and condition of this Guarantee inure to the benefit of Company's successors and assigns and that any liability or obligations arising under this Guarantee are not diminished or relieved by the insolvency, bankruptcy, or reorganization of Licensee or of Licensee's successors and assigns.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

OWNERSHIP ADDENDUM

1. **Owners.** The Owners are:

| Name | Percent Interest | Owner of: | Address |
|------|------------------|-----------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

2. **Notices.** Under section 15.3(B), if Licensee is an entity or consists of more than one individual, then Licensee must designate a single individual to receive notices. The designated individual to receive notices is:

3. **Change.** Licensee must immediately notify Company in writing of any change in the information in this addendum and, at Company’s request, prepare and sign a new addendum with the correct information.

4. **Defined Terms.** All capitalized terms used in this addendum but not defined have the same meanings as given to them in the operating agreement.

5. **Effective Date.** This addendum is effective as of the Effective Date of the operating agreement.

Licensee’s Initials

American Dairy Queen Corporation’s Initials

Store #: _____
Authorized Location: _____

RELOCATION ADDENDUM TO OPERATING AGREEMENT

This Addendum to DQ Grill & Chill® operating agreement (“Agreement”) is between American Dairy Queen Corporation (“Company”) and _____ (“Licensee”).

Company and Licensee are entering into the Agreement on the same date as this addendum and want to modify the Agreement as follows.

1. **Initial Franchise Fee.** Section 9.1 of the Agreement is deleted. Licensee does not have to pay Company an initial franchise fee.
2. **Continuing License Fee.** Section 9.2 of the Agreement is deleted and replaced with the following:

Licensee must pay to Company monthly a continuing license fee of:

- (A) for years 1 through 5 of the term of the Agreement, ___% of Gross Sales; *[complete with Licensee’s existing contractual rate, if less than 4%]*
- (B) for years 6 through 10 of the term of the Agreement, ___% of Gross Sales; and *[complete with the mid-way point between (A) and 4%]*
- (C) for years 11 through the remaining term of the Agreement, 4% of Gross Sales.

3. **Sales Promotion Program Fee.** Section 9.3 is deleted and replaced with the following:

Licensee must pay to Company monthly a sales promotion program fee of:

- (A) for years 1 through 5 of the term of the Agreement, ___% of Gross Sales; *[complete with the rate in existing contract but not less than 3.5% of Gross Sales]*
- (B) for years 6 through 10 of the term of the Agreement, ___% of Gross Sales; *[complete with the rate in existing contract but not less than 4.0% of Gross Sales]*
- (C) for years 11 through the remaining term of the Agreement, 5% - 6% of Gross Sales. Company will determine the exact percentage within this range to be paid by Licensee without regard to the amount that any other licensee of Company may pay. Company will provide notice to Licensee at least 90 days in advance of imposing any requirement that Licensee pay a higher percentage within the applicable range.

4. **Defined Terms.** All defined terms used in this addendum but not defined have the same meaning given them in the Agreement.

5. **Construction.** In all other respects, the terms and conditions of the Agreement remain in effect as written.
6. **Effective Date.** This addendum is effective on the Effective Date of the Agreement and terminates upon the earlier of the transfer or termination of the Agreement.

Licensee:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Company:

American Dairy Queen Corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Store #: _____
Authorized Location: _____

**RENEWAL ADDENDUM
TO DQ GRILL & CHILL® OPERATING AGREEMENT**

This Addendum to DQ Grill & Chill® operating agreement (“Agreement”) is between American Dairy Queen Corporation (“Company”) and _____ (“Licensee”).

Background

- Company and Licensee signed a franchise agreement dated _____ that expires on _____ (“Expired Agreement”).
- Licensee wants to renew the franchise for the Authorized Location under the Agreement, except that Company and Licensee want to modify the Agreement.

Therefore, the parties agree as follows:

1. **Modernization Date.** Licensee must complete the modernization required under the Expired Agreement by the earlier of _____ or any transfer under the Agreement. This paragraph 1 does not change the modernization requirements under the Agreement.
2. **Training.** Licensee must be in compliance with the Expired Agreement’s training requirements, and is not required to comply with any further training under section 7.1 upon signing the Agreement. Sections 7.2 – 7.8 are not affected by this addendum.
3. **Term.** Section 4.1 of the Agreement is modified to provide as follows:

The term of this Agreement starts on the Effective Date and, unless earlier terminated under section 13, runs for the remaining term of Licensee’s lease, as designated on the cover page of the Agreement.
4. **[If Licensee has an unapproved EPOS system, add: POS.** Licensee must replace the existing unapproved EPOS system with the ADQ-approved Integrated Technology Platform/Par Brink EPOS system (“ITP System”) by [insert required installation date.]
5. **Initial Franchise Fee.** Section 9.1 of the Agreement is deleted. Instead, Licensee must pay the renewal fee specified in the Expired Agreement in the amount of \$_____.
6. **Financial Performance Representation.** The information in Item 19 of the franchise disclosure document has information relating to franchised DQ Grill & Chill® restaurants that were developed under ADQ's new restaurant development programs and does not apply to Licensee’s Authorized Location. Licensee acknowledges that the financial results at the Authorized Location will differ from the information in Item 19.

7. **Defined Terms.** All defined terms used in this addendum but not defined have the same meaning given them in the Agreement.
8. **Construction.** In all other respects, the terms and conditions of the Agreement remain in effect as written.
9. **Effective Date.** This addendum is effective on the Effective Date of the Agreement and is effective for the term of the Agreement.

LICENSEE:

COMPANY:

AMERICAN DAIRY QUEEN
CORPORATION

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM TO
DQ GRILL & CHILL®
OPERATING AGREEMENT FOR THE
STATE OF ILLINOIS

This Addendum will pertain to franchises sold in the State of Illinois and will be for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Operating Agreement to the contrary, the Agreement will be amended to include the following:

1. The third sentence in subparagraph 15.2 of the Agreement is deleted. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.”

2. Subparagraph 15.2 of the Agreement shall not be construed to mean that Licensee may not rely on representations in the Franchise Disclosure Document that Company provided to Licensee in connection with the offer and purchase of the license granted under this Agreement. Although the statements in the Disclosure Document do not become part of the Agreement, nothing in the Disclosure Document may contradict or be inconsistent with the contract terms.

3. Subparagraph 15.8(A) of the Agreement is deleted and replaced with the following:

1. Applicable Law. Subject to Company’s rights under federal trademark laws and the parties’ rights under the Federal Arbitration Act in accordance with Paragraph 12 of this Agreement, the parties’ rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Authorized Location is located.

4. Subparagraph 15.9 of the Agreement is deleted.

5. Subparagraph 15.16 of the Agreement is deleted.

6. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to Licensee concerning nonrenewal and termination of this Agreement. If the Operating Agreement contains a provision that is inconsistent with the Act, the Act shall control.

7. The Acknowledgment Addendum is unenforceable under Illinois law because it may have the effect of forcing a franchisee to waive or release certain rights that you as a franchisee have under the Illinois Franchise Disclosure Act, 815 IL § 705.

Licensee’s Initials

American Dairy Queen Corporation’s
Initials

ADDENDUM TO
DQ GRILL & CHILL®
OPERATING AGREEMENT FOR THE
STATE OF MARYLAND

This Addendum will pertain to franchises sold in the State of Maryland and will be for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything that may be contained in the body of the Operating Agreement to the contrary, the following will apply to franchises offered and sold under the laws of the State of Maryland:

1. Company's termination of the Operating Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)
2. Any claims under the Maryland Franchise Registration and Disclosure Law may be brought in the State of Maryland.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the franchise is granted.
4. The general release required as a condition of renewal, sale and/or assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Licensee's Initials

American Dairy Queen Corporation's
Initials

ADDENDUM TO
DQ GRILL & CHILL®
OPERATING AGREEMENT FOR THE
STATE OF MINNESOTA

This Addendum will pertain to franchises sold in the State of Minnesota and will be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Operating Agreement to the contrary, the Agreement will be amended as follows:

1. Company will undertake the defense of any claim of infringement by third parties involving the Dairy Queen® trademark or the DQ Grill & Chill® trademark and Licensee will cooperate with the defense in any reasonable manner prescribed by Company with any direct costs of such cooperation to be borne by Company.

2. Minnesota law provides licensees with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a licensee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Operating Agreement.

3. Licensee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minn. Stat. Sec. 80C.01 – 80C.22.

4. The Operating Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

5. Licensee consents to the Company seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

6. The Operating Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

7. Any action pursuant to Minn. Stat. Sec. 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

Licensee's Initials

American Dairy Queen Corporation's
Initials

ADDENDUM TO
DQ GRILL & CHILL®
OPERATING AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum will pertain to franchises sold in the State of North Dakota and will be for the purpose of complying with North Dakota statutes and regulations.

1. Notwithstanding anything contained in subparagraph 12.1(D) of the Operating Agreement, any arbitration proceeding shall take place in the city nearest to the Authorized Location in which the American Arbitration Association shall maintain an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

2. Notwithstanding anything contained in subparagraph 14.6 of the Operating Agreement, covenants not to compete during the term of and upon termination or expiration of the Operating Agreement are enforceable only under certain conditions according to North Dakota law. If the Operating Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

3. Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

4. The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

5. The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

6. The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

7. The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

8. The Operating Agreement states that Licensee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

Licensee's Initials

American Dairy Queen Corporation's
Initials

ADDENDUM TO
DQ GRILL & CHILL®
OPERATING AGREEMENT FOR THE
STATE OF WASHINGTON

This Addendum will pertain to franchises sold in the State of Washington and will be for the purpose of complying with the Washington Franchise Investment Protection Act.

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including in the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by a licensee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

Licensee's Initials

American Dairy Queen Corporation's
Initials

SAMPLE RELEASE

This Release (“Release”) is entered into on _____, 20___, between American Dairy Queen Corporation (“Company”) and _____ (“Licensee”).

A. Company and Licensee entered into a DQ® Operating Agreement dated _____, and any amendments and addenda thereto (collectively, the “Operating Agreement”).

B. Licensee desires to transfer the Operating Agreement, and the terms of the Operating Agreement require Licensee, pursuant to the transfer, to release Company and its affiliates from all claims arising out of or relating to this Agreement, Licensee’s DQ® location, or the parties’ business relationship.

In consideration of the covenants and promises contained in this Release, the parties agree as follows:

1. **Consideration.** *[Describe any consideration paid.]*
2. *[Explain any other terms or conditions of the release.]*
3. **Release of Claims by Licensee.** In consideration of the terms and conditions of this Release, the receipt and sufficiency of which is hereby acknowledged, Licensee, its heirs, successors and assigns, affiliates, directors, officers, shareholders, and any other party claiming an interest through them (the “Licensee Parties”), release and forever discharge the Company, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (the “Company Parties”) from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which Licensee Parties may now or in the future own or hold, that in any way relate to the Operating Agreement (collectively, “Claims”), for known or unknown damages or other losses including, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, or any alleged violations of the Operating Agreement or any other related agreement between Licensee and Company.

The Licensee Parties do not release the Company Parties from any obligations arising under this Release. The Licensee Parties and the Company Parties acknowledge that the release set forth in this Section does not release Company Parties from any liability under the Maryland Franchise Registration and Disclosure Law.

4. **Acknowledgment.** The release of Claims set forth in Section 3 is intended to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Licensee Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Licensee Parties intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full,

complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Release shall void the releases in this Release.

6. **Entire Agreement.** This Release constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Release are merged into this Release.

7. **No Admission of Liability.** It is specifically understood that by reason of agreeing to this Release, the parties hereby released admit no liability of any sort and have made no representations as to liability, and it is further expressly understood and agreed that this Release shall not be construed as an admission of liability on the part of the parties or anyone else. This Release is freely and voluntarily executed by the undersigned, without any duress or coercion, and after they have carefully and completely read all of the terms and provisions of this Release and have had an opportunity to review the same with counsel.

8. **Governing Law and Jurisdiction.** This Release will be construed and enforced in accordance with the law of the state of _____. The parties agree that any disputes hereunder which are submitted to a judicial forum shall be subject to the jurisdiction and venue of the state or federal courts of _____.

9. **Attorneys' Fees.** All rights and remedies under this Release shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Release that requires one of the parties to enforce the terms and conditions of this Release, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

10. **Effectiveness.** This Release is not effective until signed by all parties.

LICENSEE:

[INSERT LICENSEE'S NAME]

Signature: _____

Date _____, 20____

Print Name: _____

Title: _____

COMPANY:

AMERICAN DAIRY QUEEN CORPORATION

Signature: _____

Date _____, 20____

Print Name: _____

Title: _____

EXHIBIT C

Conversion Addenda

Store #: _____
Authorized Location: _____

**CONVERSION ADDENDUM
TO DQ GRILL & CHILL® OPERATING AGREEMENT**

(For use with existing non-system food operators converting to DQ Grill & Chill®)

This Addendum to DQ Grill & Chill® operating agreement (“Agreement”) is between American Dairy Queen Corporation (“Company”) and _____ (“Licensee”).

Company and Licensee are entering into the Agreement on the same date as this addendum and want to modify the Agreement as follows:

1. Section 2.3(A) of the Agreement is amended to include the following language at the end of the paragraph:

except that Company agrees that, so long as the Agreement remains in effect, it will not operate or issue a license for any other party to operate a competing business using the Trademarks within the areas described as ***[complete with the protected territory description from the existing franchise agreement.]***

2. **Initial Franchise Fee.** Section 9.1 of the Agreement is deleted. Licensee is not required to pay an initial franchise fee to Company.
3. **Continuing License Fee.** Section 9.2 of the Agreement is deleted and replaced with the following:

Licensee must pay to Company monthly a continuing license fee of:

(A) for DQ® soft-serve products, ***[Complete with Licensee’s contractual language from the existing franchise agreement];*** and

(B) for Food Menu products, Licensee pays no continuing license fee for the first partial month and the next 36 consecutive months after the Effective Date. Starting with the 37th full month, Licensee must pay a monthly continuing license fee to Company of 4% of Food Sales minus Base Food Sales.

(C) For purposes of this Section 9.2, the following definitions apply:

- i. “Base Food Sales” equals the highest Food Sales achieved during any consecutive full 12 month period occurring between months 1 – 36 after the Effective Date.
- ii. “Food Menu” means all food and beverage products on the Menu, other than products made with soft-serve as an ingredient, regardless of any prior practice. In addition to the Food Menu, Licensee has the right to continue to sell the non-system food items identified in Exhibit A.
- iii. “Food Sales” means the total revenues and receipts from the sale of Food Menu products sold by the Store, whether paid for by cash, credit (not adjusted for credit card or other fees) or gift card, barter, or otherwise,

excluding sales taxes and revenues and receipts arising directly from Licensee's sale of gift cards.

4. **Sales Promotion Program Fee.** Section 9.3 of the Agreement is deleted and replaced with the following:

Licensee must pay to Company monthly a sales promotion program fee equal to:

[Complete with the greater of:

(1) the sales promotion, marketing or advertising fee (however identified) required under the existing franchise agreement; or

(2) the following amounts (not to exceed the then current NMF rate):

Months 1–24: 1% of Gross Sales, but not less than \$5,000 annually

Months 25–48: 1.5% of Gross Sales, but not less than \$6,500 annually

Months 49–72: 2% of Gross Sales, but not less than \$8,000 annually

Months 73–96: 2.5% of Gross Sales, but not less than \$9,500 annually

Months 97–120: 3% of Gross Sales, but not less than \$11,000 annually

Months 121 through term of Agreement: 3.5% of Gross Sales or then current NMF rate.

“National Marketing Fund” or “NMF” means the fund from which Company administers the sales promotion activities on a national scale (including point of sale materials). The NMF is funded by an allocation of the sales promotion program fees paid by participating restaurants and stores, referred to as the “NMF rate.”]

5. **Defined Terms.** All defined terms used in this addendum but not defined have the same meaning given them in the Agreement.
6. **Construction.** In all other respects, the terms and conditions of the Agreement remain in effect as written.
7. **Effective Date.** This addendum is effective on the Effective Date of the Agreement and terminates upon the earlier of the transfer or termination of the Agreement.

LICENSEE:

COMPANY:

AMERICAN DAIRY QUEEN CORPORATION

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
MENU EXCEPTIONS**

Licensee has the right to continue to sell the two non-system food items identified below (“NSF Products”) for a period of (check only one of the options below):

- five years after the Effective Date. The NSF Products must be removed from the Restaurant at the end of the five-year period.

- 36 months after the Effective Date. If Licensee desires to continue selling one or both of the NSF Products after expiration of the 36 month period, Licensee must, within 45 days after the expiration of the 36 month period, provide to Company sales records, purchase invoices or other records that ADQ may request to verify that each NSF Product that Licensee desires to continue selling represented at least 3% of Gross Sales during the last 12 months of the 36 month period. This process will be referred to as the “NSF Product Extension Process.” Licensee may continue selling an NSF Product that meets this minimum sales requirement for a second 36 month period. At the end of the second 36 month period (and for any subsequent extension periods) the NSF Product Extension Process will be applied to determine whether Licensee will be authorized to continue selling an NSF Product. If at the end of any 36 month period during which Licensee is authorized to sell an NSF Product, an NSF product does not meet the minimum requirements for extension as determined through the NSF Product Extension Process, that NSF Product must be removed from Licensee’s Store. Once removed, an NSF Product may not again be sold in Licensee’s Store.

Licensee must prepare, handle, merchandise, advertise and serve the NSF Products in compliance with food safety, testing and food handling requirements established by Company for products of the type represented by each NSF Product (e.g., beef product, chicken product, pork product, fried vegetable, etc.). Licensee may only purchase an NSF Product or any ingredient in an NSF Product from a manufacturer that is approved by Company under standards that are reasonable and customary in the DQ® system. Licensee shall be solely responsible for assuring that the preparation, handling, labeling, merchandising, advertising and sale of the NSF Products meet all applicable Federal, State, County, Local and/or other applicable laws or regulations (collectively “Applicable Laws”) including, without limitation, all laws and regulations relating to nutritional disclosure, nutritional content, ingredient restrictions, and potential allergen disclosures. If any NSF Product is prepared, handled, merchandised, advertised or sold in violation of any Applicable Laws, that NSF product must be removed from the Store. Company will have no responsibility to support Licensee’s efforts to comply with Applicable Laws as it relates to the NSF Products.

In the event the Menu is modified at any time to include a food product that is of the same type as an NSF Product, Licensee must remove the NSF Product and carry the approved system product.

NSF Products: _____

Removal Date: _____

Licensee’s Initials _____

Company’s Initials _____

Store #: _____
Authorized Location: _____

CONVERSION ADDENDUM
TO DQ GRILL & CHILL® OPERATING AGREEMENT
(For use with existing soft-serve only or limited system food operators
converting to DQ Grill& Chill®)

This Addendum to DQ Grill & Chill® operating agreement (“Agreement”) is between American Dairy Queen Corporation (“Company”) and _____ (“Licensee”).

Company and Licensee are entering into the Agreement on the same date as this addendum and want to modify the Agreement as follows:

1. **Initial Franchise Fee.** Section 9.1 of the Agreement is deleted. Licensee is not required to pay an initial franchise fee to Company.
2. **Continuing License Fee.** Section 9.2 of the Agreement is deleted and replaced with the following:

Licensee must pay to Company monthly a continuing license fee of:

(A) for DQ® soft-serve products, *[Complete with Licensee’s contractual language from the soft-serve only or Dairy Queen®/Limited Brazier® operating agreement if less than 4%]*; and

(B) for all other products, 4% of Gross Sales.

3. **Defined Terms.** All defined terms used in this addendum but not defined have the same meaning given them in the Agreement.
4. **Construction.** In all other respects, the terms and conditions of the Agreement remain in effect as written.
5. **Effective Date.** This addendum is effective on the Effective Date of the Agreement and terminates upon the earlier of the transfer or termination of the Agreement.

LICENSEE:

Signature: _____
Print Name: _____
Title: _____
Date: _____

COMPANY:

AMERICAN DAIRY QUEEN CORPORATION

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT D

Multiple Unit Agreements

- Multiple Trade Area Reservation Agreement with Ownership and Management Addendum, Appendices A (Trade Areas), B (Development and Opening Commitment Schedule), and C (Expedited Development Program and Expedited New Store Opening Incentive)

DQ GRILL & CHILL®
MULTIPLE TRADE AREA RESERVATION AGREEMENT
("MultiTRA")

DEVELOPER

Street

City State Zip Code

EFFECTIVE DATE:

(To be completed by Company)

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DQ GRILL & CHILL® MULTIPLE TRADE AREA RESERVATION AGREEMENT

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DQ GRILL & CHILL® MULTIPLE TRADE AREA RESERVATION AGREEMENT

This Agreement is entered into between AMERICAN DAIRY QUEEN CORPORATION, a Delaware corporation (“Company”), and _____ (“Developer”), and shall become effective as stated in Section 11.H.

RECITALS

WHEREAS, Company and its predecessors have developed and established a business system and method for the sale of distinctive dairy products, beverages, food products and other products and services utilizing certain standards and specifications (the “System”) throughout the United States and foreign countries; and

WHEREAS, Company is the owner of the DQ Grill & Chill® and Dairy Queen® trademarks and other trademarks, service marks, trade names and commercial symbols used in connection with the System (the “Trademarks”); and

WHEREAS, Developer desires to reserve certain trade areas for the purpose of developing and operating DQ Grill & Chill® restaurants using the System at authorized locations pursuant to separate DQ Grill & Chill® Operating Agreements for each restaurant; and

WHEREAS, Company is willing to grant such rights upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing and of mutual covenants and considerations set forth herein, the parties hereby agree as follows:

1. DEVELOPMENT RIGHTS

1. The following provisions shall control with respect to the development rights granted hereunder:

A. Grant of Rights; Trade Areas. Company hereby grants to Developer, subject to all the terms, conditions and provisions hereof, the non-exclusive right, within a Designated Market Area (“Market Area”), and license to develop for its own account, DQ Grill & Chill® restaurants (referred to sometimes as “DQ Grill & Chill® Restaurants” or “Restaurants”) at authorized locations within the geographic trade areas (“Trade Areas”) set forth on Appendix A, pursuant to Company’s then current form of DQ Grill & Chill® Operating Agreement (the “Operating Agreement”), and Developer hereby accepts said license. Developer’s right to use the Trademarks and System is specifically limited to the Trade Areas, which may be modified from time to time as mutually agreed to by the parties. Developer has no rights under this Agreement to (i) license or sublicense to itself or any third party the right to develop or operate a DQ Grill & Chill® Restaurant within the Trade Areas; or (ii) to develop or operate a DQ Grill & Chill® Restaurant at any Special Site, as defined in Section 1.B below. In addition, unless otherwise agreed to by Company in writing, Developer has no rights under this Agreement to sell products or menu items identified by the Trademarks: (i) at any location other than the authorized locations within the Trade Areas; (ii) through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce); or (iii) to any person or entity for resale or further distribution. During the term of this Agreement, Company will not establish or license any third party to establish a Dairy Queen® restaurant or store identified by the Trademarks at any location within the Trade Areas, other than a Dairy Queen®, DQ® or DQ®/Orange Julius® treat store as set forth in Section 1.B immediately below.

B. Rights Reserved to Company. During and after the term of this Agreement, Company and its affiliates shall have the right to establish or license third parties to establish Dairy Queen®, DQ® or DQ®/Orange Julius® treat stores identified by the Trademarks in any of the following locations within the Development Area, collectively referred to as “Special Sites”: (1) shopping centers (open air or enclosed) of at least 500,000 square feet of gross leaseable area; (2) transportation terminals; (3) food service centers, residence halls, or student unions on college/university campuses; (4) sports stadiums or adventure or theme parks; (5) retail or commercial buildings and facilities of at least 150,000 square feet; or (6) any institutional locations, including, but not limited to public buildings, airports, schools, hospitals, factories, turnpikes, toll roads, universities, and existing or hereafter established U. S. Military establishments. In addition, during and after the term of this Agreement, Company and its affiliates shall have the right to establish or license third parties to establish competing businesses identified by trademarks, service marks, trade names and commercial symbols other than the Trademarks at any locations both within and outside of the Trade Areas. Further, during the term of this Agreement, Company and its affiliates have the right to distribute, both within and outside of the Trade Areas, products identified by the Trademarks, or any other trademarks, service marks, trade names and commercial symbols, through any distribution channels or methods, including the internet (or any other existing or future form of electronic commerce), which periodically may be established or licensed by Company or its affiliates. Rights or approvals previously granted by Company to other persons or entities are not affected by this Agreement. This Agreement shall not limit Company’s ability to renew or extend existing agreements or enter into new agreements for Restaurants whether previously approved and under development or otherwise.

C. Substitute Trade Area. Under the following limited circumstances only, Company will allow Developer to remove a Trade Area from Appendix A and replace it with a new Trade Area (a “Substitute Trade Area”), so long as the Substitute Trade Area is reviewed and approved by Company in accordance with its then current development process. Developer agrees that a Substitute Trade Area is the Developer's sole and exclusive remedy for the circumstances listed below. Even if Company allows a Substitute Trade Area, Developer must maintain compliance with all Schedule B requirements.

1. Significant Real Estate Constraints. If Developer believes a Trade Area is not viable due to lack of available real estate, in such case Developer shall submit written evidence of its attempts to diligently locate a site in the Trade Area to Company.

2. Impact on Developer's Trade Area. If Company notifies Developer in writing that it intends to develop, or approve another franchisee to develop, a Restaurant (the “New Restaurant”) contiguous to a Trade Area as part of the Trade Area and site clearance process, and the Developer timely submits a written concern pursuant to System Bulletin #301B (or any successor Company communication relating to site clearance) to Company stating that the New Restaurant would render the Trade Area economically unviable.

3. Site Denied. If Company denies site approval and Company decides there is no other comparable site in the Market Area.

4. Failure to Obtain Permits. If Developer is prevented from developing a site within a Trade Area due to zoning restrictions or failure to receive permits required for the construction, occupancy or operation of the Restaurant after diligent attempts to obtain the permits; in such case Developer shall submit to Company written evidence of its attempts to obtain the permits.

2. DEVELOPMENT OBLIGATIONS

2. The following provisions shall control with respect to Developer's development rights and obligations:

A. Development and Opening Commitment Schedule. Developer must comply with the development and opening commitment schedule set forth in Appendix B (the "Development and Opening Commitment Schedule"). Developer may open new Restaurants within the Trade Areas at a faster rate than indicated in the Development and Opening Commitment Schedule. If in any Term Year (as defined in Appendix B) the number of new Restaurants opened falls short of the number required for that Term Year but the cumulative total of new Restaurants opened under this Agreement through such Term Year equals or exceeds the cumulative number required to be opened by the end of such Term Year, as set forth in the Development and Opening Commitment Schedule, Developer shall be deemed to be in compliance with the Development and Opening Commitment Schedule.

B. Conditions to Developer's Development of Restaurants. Developer may not develop a particular DQ Grill & Chill® Restaurant within the Trade Areas until all of the following conditions have been met:

1. Application and Payment of Initial Franchise Fee. Developer must apply for, and meet and maintain Company's then current operational, financial, credit, legal and other criteria for the operation of DQ Grill & Chill® restaurants. Further, Developer must submit an application for a DQ Grill & Chill® Restaurant, and pay to Company the then current initial franchise fee, less the ten thousand dollars (\$10,000) from the Initial Franchise Fee Deposit (defined below) for that Restaurant.

2. Company's Consent to Proposed Site. Developer must receive Company's prior written consent to the proposed site. Company's consent to a proposed site does not in any way constitute a guaranty by Company as to the success of a DQ Grill & Chill® Restaurant located on such site. Company's written consent must be obtained within the time periods provided on Appendix B and the failure to do so is an Event of Default under Section 9.A below.

3. Site Acquisition and Construction. All Restaurants must be constructed, equipped and furnished in accordance with Company approved plans and specifications. Prior to construction, Developer must obtain from Company all necessary, as dictated by Company, written plan approvals of Developer's plans. Developer must obtain Company's written approval of the type of facility, site layout, and equipment configuration for each Restaurant, including the building design, style, size, interior decor, type of equipment, service format and equipment arrangement. Developer must obtain such approvals from Company by the deadlines established in Appendix B and the failure to do so is an Event of Default under Section 9.A below.

4. Developer's Compliance with Standard Financial Capability Criteria. Developer must provide information to Company that shows Developer is sufficiently capitalized to cover the investment necessary to develop the new DQ Grill & Chill® Restaurant. Developer acknowledges and agrees that this requirement is necessary to ensure Developer's proper development and operation of DQ Grill & Chill® Restaurants, and to preserve and enhance the reputation and goodwill of all Dairy Queen® restaurants and stores and the goodwill of the Trademarks. Company's confirmation that Developer meets this capitalization criteria for the development of a new DQ Grill & Chill® Restaurant does not in any way constitute a guaranty by Company as to the success of Developer or the new DQ Grill & Chill® Restaurant.

5. Developer in Good Standing. Developer has not received a pending notice of default under this Agreement, any Operating Agreement entered into pursuant to this Agreement or any other agreement between Developer and Company or any of its affiliates, and the notice of default remains uncured.

6. Execution of Operating Agreement. Developer and Company must enter into Company's then current form of Operating Agreement for the proposed DQ Grill & Chill® Restaurant no less than thirty (30) days prior to the opening of each Restaurant. Developer shall not open or operate any DQ Grill & Chill® Restaurant, except pursuant to the terms of an executed Operating Agreement. Each Operating Agreement entered into pursuant to this Agreement is incorporated herein by reference.

7. Commitments. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or lessors in any Trade Area or at any site until Company has given Developer written consent for the specific project pursuant to Section 2.B.2 and assigned a store number.

C. Business Risks; No Financial Projections. Developer acknowledges that it has conducted an independent investigation of the prospects for the establishment of DQ Grill & Chill® Restaurants within the Trade Areas, and recognizes that the business venture contemplated by this Agreement involves business and economic risks and that its financial and business success will be primarily dependent upon the personal efforts of Developer, its management and employees. Company expressly disclaims the making of, and Developer acknowledges that it has not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross sales, profits, earnings or the financial success of the DQ Grill & Chill® Restaurants Developer develops within the Trade Areas pursuant to this Agreement, other than the information set forth in Item 19 of the Franchise Disclosure Document it received from Company.

D. Potential Increases in Investment Requirements. Developer recognizes and acknowledges that this Agreement requires it to open DQ Grill & Chill® Restaurants in the future pursuant to the Development and Opening Commitment Schedule. Developer further acknowledges that the estimated expenses and investment requirements set forth in Items 6 and 7 of Company's Franchise Disclosure Document are subject to increase over time, and that future DQ Grill & Chill® Restaurants opened and operated by Developer likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to Developer prior to the execution of this Agreement.

E. Incentives. Company encourages and incentivizes early performance on new store opening schedule within this Agreement. Company will provide the following incentives for expedited schedule of new store openings.

1. Expedited New Store Opening Incentive. As described on Appendix C, Company may provide a development incentive to reward Developers for exceeding the new required store openings as outlined on Appendices A and B ("Expedited New Store Opening Incentive").

2. Conflict. If, for any reason, the terms of Section 2.E.1 above are in conflict with any existing system-wide development initiative or an extension of or creation of new, system-wide development incentives, Developer's initial franchise fee will be determined in the way most favorable to Developer.

F. Force Majeure. If a Restaurant opening is delayed because of acts of God, labor strikes, civil disorder, war, or embargo (“Force Majeure”), Developer must request a written extension of the required opening date from Company for the period of the delay caused by the Force Majeure, up to a maximum of six (6) months from the required opening date. Any such extension shall not affect the requirements for timely construction and opening of subsequent Restaurants.

3. FEES

3. Developer agrees to pay to Company the following fees:

A. Initial Franchise Fee Deposit. As consideration for the rights granted herein, Developer must, upon execution of this Agreement, pay Company ten thousand dollars (\$10,000) multiplied by the total number of openings required on Appendix B (the “Initial Franchise Fee Deposit”). The Initial Franchise Fee Deposit is deemed fully earned and non-refundable upon execution of this Agreement by Company. Ten thousand dollars (\$10,000.00) of the Initial Franchise Fee Deposit will be applied to offset the initial franchise fee of each proposed Restaurant.

B. Initial Franchise Fees. Developer shall pay to Company, at the time Developer submits the application for an Operating Agreement, the then current initial franchise fee for a newly developed DQ Grill & Chill® Restaurant, reduced by ten thousand dollars (\$10,000.00) which Developer previously paid to Company as part of the Initial Franchise Fee Deposit.

C. Other Fees under Operating Agreements. In addition to the Initial Franchise Fee Deposit and the initial franchise fee, Developer shall pay, as and when due, all fees, charges and assessments (including all continuing license fees and sales promotion program fees) set forth in each Operating Agreement.

4. TERM

4. Unless the Agreement is terminated earlier in accordance with Section 9, the term of this Agreement shall expire at the end of the final Term Year set out in Appendix B. Except as provided herein, Developer has no right to any extension or renewal of this Agreement.

5. DEVELOPER’S OTHER OBLIGATIONS

5. Developer agrees to comply with the following terms and conditions:

A. Designated Supervisory Executive and Supervisors. Developer must designate one full-time senior executive (the “Designated Supervisory Executive”) to be responsible for supervising all day-to-day business activities of Developer under this Agreement and managing all of Developer’s Supervisors (as defined below). In addition, Developer must employ at least one full-time supervisor (the “Supervisor”) for each 8 DQ Grill & Chill® Restaurants it opens and operates pursuant to this Agreement. Each Supervisor will be responsible for supervising the operation and administration of the DQ Grill & Chill® Restaurants under his or her control and managing the designated managers and assistant managers of such Restaurants. For the first 8 DQ Grill & Chill® Restaurants Developer opens and operates pursuant to this Agreement, the Designated Supervisory Executive may fill the role of Supervisor for such Restaurants, provided he or she is not managing any other Supervisors. Once the Designated Supervisory Executive manages any Supervisors, however, the Designated Supervisory Executive may no longer fill the role of Supervisor for any of the Restaurants. Developer’s Designated Supervisory Executive and Supervisors must personally invest their full time and attention and devote their best efforts to their supervisory and management duties relating to Developer’s DQ Grill & Chill® Restaurants.

Developer's Designated Supervisory Executive must attend and successfully complete the required training described below and serve as the Supervisor for the first DQ Grill & Chill® Restaurant Developer opens and operates. Until this obligation is satisfied, Developer may not commence construction of its second DQ Grill & Chill® Restaurant. Developer will identify its Designated Supervisory Executive and Supervisors, along with its principal owners, on the Ownership and Management Addendum attached to this Agreement.

B. Management and Ownership Plan. Upon request of Company, Developer shall provide Company with a management plan for each location as well as above-restaurant level supervision. Developer will provide as part of this Agreement, a management plan that details the plans for the Developer's organization to execute the development plan as detailed in the Development and Opening Commitment Schedule. Developer will provide ownership structure for each new Restaurant opened and operated. This Agreement requires that majority control of ownership remains consistent.

C. Training. Developer's Designated Supervisory Executive and its Supervisors (as well as any replacement for such individuals) shall, at Developer's expense, attend and successfully complete Company's training program. Developer's Designated Supervisory Executive (as well as any replacement for such individual) shall also attend and successfully complete any additional management or other training specific to designated supervisory executives, as prescribed by Company. Neither Developer's Designated Supervisory Executive nor its Supervisors shall commence performing their supervisory responsibilities until they have successfully completed all required training. Company shall cover the tuition for the designated manager and two assistant managers from the first two DQ Grill & Chill® Restaurants Developer opens and operates within the Trade Areas from the initial franchise fee paid by Developer. Developer shall be responsible for paying the tuition for all replacement designated and assistant managers, as well as the tuition for all designated and assistant managers for the third and each subsequent DQ Grill & Chill® Restaurant Developer opens and operates within the Trade Areas.

D. Opening Assistance. Notwithstanding any terms and conditions in the Operating Agreements to the contrary, Developer shall be responsible for providing on-site pre-opening and opening assistance for the third and each subsequent DQ Grill & Chill® Restaurant it opens and operates pursuant to this Agreement.

E. Confidentiality. During and after the term of this Agreement, Developer and its Designated Supervisory Executive, Supervisors and principal owners shall keep strictly confidential all proprietary information that Company discloses to Developer in connection with Developer's development of DQ Grill & Chill® Restaurants. Developer and its Designated Supervisory Executive, Supervisors and principal owners shall not duplicate, disclose or disseminate such confidential information to any third party other than, during the term of this Agreement, those of Developer's employees who need to know such information.

6. TRANSFER

6. The following provision shall govern any transfer or proposed transfer:

A. Transfer by Developer. Neither Developer's interest in this Agreement nor the business conducted hereunder, nor any part or all of the ownership of Developer, shall be voluntarily, involuntarily, directly or indirectly, assigned, assumed, sold, subdivided, subfranchised or otherwise transferred by Developer or its owners, in whole or in part.

B. Transfer by Company. Company shall have the right to sell or assign, in whole or in part, its interest in this Agreement.

7. INDEMNIFICATION

7. Developer is responsible for all losses, damages and/or contractual liabilities to third parties arising out of or relating to any of the obligations, undertakings, promises and representations of Developer under this Agreement, and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom. Developer agrees to defend, indemnify and save Company and Company's officers, directors, agents, employees, attorneys, accountants, subsidiaries, affiliates and parent company harmless of, from and with respect to any such claims, demands, losses, obligations, costs, expenses, liabilities, debts or damages (including, without limitation, reasonable attorneys' fees). Company shall notify Developer of any such claims, and Developer shall be given the opportunity to assume the defense of the matter. If Developer fails to assume the defense, Company may defend the action in the manner it deems appropriate, and Developer shall pay to Company all costs, including attorneys' fees, incurred by Company in effecting such defense. Company's right to indemnity under this Agreement shall arise and be valid notwithstanding that joint or concurrent liability may be imposed on Company by statute, ordinance, regulation or other law.

8. DISPUTE RESOLUTION

8. Any dispute between Developer and Company or any of their affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the DQ Grill & Chill® business conducted pursuant to this Agreement shall be submitted to binding arbitration under the authority of the Federal Arbitration Act and shall be arbitrated in accordance with the then current rules and procedures and under the auspices of the American Arbitration Association. Any arbitration shall be on an individual basis and not consolidated with any other proceeding. The arbitration shall take place in Minneapolis, Minnesota, or at such other place as may be mutually agreeable to the parties. The decision of the arbitrators shall be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Company. A judgment may be entered upon the arbitration award by any state or federal court in Minnesota or the state within which the Trade Areas are located. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement or the DQ Grill & Chill® business conducted pursuant to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

9. DEFAULT AND TERMINATION

9. The following provisions shall apply with respect to default and termination:

A. Events of Default. Each of the following events shall constitute an "Event of Default" under this Agreement, which, unless otherwise specified, shall entitle Company to immediately terminate this Agreement upon written notice to Developer:

1. Developer, subject only to Developer's right to cure under Section 9.B below, breaches or otherwise fails to timely comply with any provision of this Agreement;

2. Developer fails to cure any default within the time specified by Company in any notice to Developer, under any franchise agreement, lease, or any other agreement with or obligation owed to Company;

3. The knowing and intentional submission by Developer of any applications which contain false or misleading statements or omission of any material fact;

4. Developer is convicted of any felony directly related to the DQ Grill & Chill® business; or

5. Developer makes an assignment for the benefit of creditors or enters into any similar arrangement for the disposition of assets for the benefit of creditors, files a petition in bankruptcy requiring liquidation or has an involuntary petition filed against it in bankruptcy requiring liquidation which is not dismissed within 90 days.

B. Cure of Development and Opening Commitment Schedule Default. If Developer commits an Event of Default under this Agreement for failure to meet any Development and Opening Commitment Schedule deadlines, in any applicable Term Year listed on Appendix B, Company will give Developer the opportunity to cure such Event of Default as follows:

1. Open the Restaurant within thirty (30) days from receipt of Company's notice of default; or

2. Pay to Company at the time of the Event of Default: (a) the remaining balance of the initial franchise fee (that is, the initial franchise fee due minus the \$10,000 credit from the Initial Franchise Fee Deposit paid) for the Restaurant which triggered the Event of Default (the "Default Restaurant"); and (b) the remaining balance of the initial franchise fee(s) for the Restaurants still to be developed for the Term Year pursuant to the Development and Opening Commitment Schedule, or if there are no Restaurants remaining to be developed in that Term Year, then Developer will pay the remaining balance of the initial franchise fee for the next Restaurant to be developed under the Development and Opening Commitment Schedule. In such event, Company shall extend the opening date for the Default Restaurant for up to six (6) months from the original required opening date for that Restaurant (the "Extended Opening Date"). Company will not extend the opening date for any subsequent Restaurants to be developed under the Development and Opening Commitment Schedule. Further, failure to open the Restaurant by the Extended Opening Date, or failure to obtain consent, final plan approval, or to commence construction in time to open the Restaurant by the Extended Opening Date shall result in the immediate termination of this Agreement by Company without further notice, in which event Developer shall forfeit all amounts paid under this Agreement. Notwithstanding anything set forth above, upon Developer's second default for failure to meet any of the deadlines in Appendix B, Developer shall not be entitled to any cure rights set forth in this Agreement, and Company may terminate this Agreement without further notice.

C. Termination by Company. Except as hereinafter provided, Developer's failure to cure a default hereunder shall give Company good cause to terminate this Agreement. Termination shall be accomplished by mailing or delivering to Developer written notice of termination, which notice shall state the grounds therefor and shall be effective immediately without any opportunity to cure. Upon termination of this Agreement by Company or expiration without satisfying the Development and Opening Commitment Schedule, as it may have been amended, any rights granted to Developer pursuant to this Agreement shall terminate and Developer shall forfeit all amounts paid under this Agreement. In addition to the foregoing, this Agreement may be terminated by Company upon any ground or by any period of notice as may be permitted from time to time by applicable law or regulation. Any notice of default or termination shall be delivered personally or sent through a recognized courier service which provides Company with confirmation of its delivery.

D. Termination by Developer. Developer shall be entitled to terminate this Agreement for good cause only; provided that Developer shall have given Company written notice of a breach by Company of a material provision of this Agreement and of the grounds for such

breach and Company shall have failed to cure such breach to the reasonable satisfaction of Developer within 60 days of Company's receipt of such notice.

10. POST-TERM OBLIGATIONS

10. Upon the termination or expiration of this Agreement:

A. Reversion of Rights; Loss of Development Rights; Continued Operation of Existing Restaurants. All rights and licenses granted to Developer under this Agreement to develop DQ Grill & Chill® Restaurants in the Trade Areas or Market Area shall revert to Company and Company shall be free to develop DQ Grill & Chill® Restaurants at any locations within the Market Area on its own or by or with one or more third parties. In addition, Developer shall have no further rights to develop further DQ Grill & Chill® Restaurants within the Trade Areas and Developer shall immediately cease all use of the Trademarks, except as permitted under the terms of any Operating Agreements that Company has issued directly to Developer for DQ Grill & Chill® Restaurants within the Trade Areas, which are in effect at the time of termination or expiration. With respect to any such Operating Agreements, Developer shall retain its interest as a franchisee pursuant to the terms and conditions of those agreements, provided that Developer is not in default under such Operating Agreements. Developer shall pay all sums due to Company, its affiliates and designees. In addition, Developer shall pay all sums Developer owes to third parties which have been guaranteed by Company or any of its affiliates.

B. Obligations Relating to Supervision and Training. Developer shall continue to comply with all of the supervisory and management obligations described in Section 5.A and the training obligations described Section 5.C as they relate to the continued operation by Developer of any DQ Grill & Chill® Restaurants within the Market Area in accordance with Section 10.A. Developer's failure to comply with this Section shall constitute a default under the Operating Agreement of each such DQ Grill & Chill® Restaurant.

C. Claims. Any claim arising out of or relating to this Agreement, the relationship of the parties, Company's operation of the Dairy Queen® system, or Developer's operation of the Restaurants will be barred unless filed before the expiration of the earlier of: (1) the time period for bringing an action under any applicable state or federal statute of limitations; (2) one year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or (3) two years after the first act or omission giving rise to an alleged claim. Claims of Company related to its rights under any of the Trademarks shall be subject only to the applicable state or federal statute of limitations.

11. GENERAL PROVISIONS

11. The parties agree that this Agreement and the relationship created thereby shall be construed and enforced in accordance with the following provisions:

A. Nature of Agreement. Developer understands and agrees that this Agreement is not a franchise for the operation of DQ Grill & Chill® Restaurants, but is intended by the parties to set forth the terms and conditions which, if fully satisfied, would permit the Developer to enter individual Operating Agreements for the locations in the Trade Areas to be developed under this Agreement.

B. Severability. Should one or more clauses of this Agreement be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be separable in such jurisdiction and the remainder of this Agreement shall be deemed to be valid and in full force and effect and the terms of this Agreement shall be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such

clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding hereunder shall, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

C. Waiver/Integration. No waiver by Company of any breach by Developer, nor any delay or failure by Company to enforce any provision of this Agreement, shall be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Company's rights with respect to that or any other or subsequent breach. Subject to Company's rights to modify standards and as otherwise provided herein, this Agreement shall not be waived, altered or rescinded, in whole or in part, except by a writing signed by Developer and Company. This Agreement together with the addenda and appendices hereto, the Operating Agreements and the application form executed by Developer requesting Company to enter into this Agreement constitute the sole agreement between the parties with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to the business authorized hereunder; however, nothing in this agreement is intended to disclaim the representations Company made in the franchise disclosure document. Developer acknowledges and agrees that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of Developer's business.

D. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein shall be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service and addressed as follows:

1. If intended for Company, shall be addressed to the President, American Dairy Queen Corporation, 8000 Tower, Suite 700, 8331 Norman Center Drive Bloomington, MN 55437 U.S.A.;

2. If intended for Developer, shall be addressed to Developer at _____; or,

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement shall be deemed to have been received if mailed or delivered as provided in this Section.

E. References. If Developer consists of 2 or more individuals, such individuals shall be jointly and severally liable, and references to Developer in this Agreement shall include all such individuals. Reference to Developer as neuter shall also include a male or female Developer, as relevant in the context. Headings and captions contained herein are for convenience of reference and shall not be taken into account in construing or interpreting this Agreement.

F. Successors/Assigns. Subject to the terms of Section 6 hereof, this Agreement shall be binding upon and inure to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

G. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to Company's rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 8 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Trade Areas are located.

Developer waives, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which the Trade Areas are located.

2. Company's Rights. Whenever this Agreement provides that Company has a certain right, that right is absolute and the parties intend that Company's exercise of that right will not be subject to any limitation or review. Company has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

3. Company's Reasonable Business Judgment. Whenever Company reserves or is deemed to have reserved discretion in a particular area or where Company agrees or is deemed to be required to exercise its rights reasonably or in good faith, Company will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights ("Reasonable Business Judgment"). A decision or action by Company will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Company's decision or action is intended, in whole or significant part, to promote or benefit the Dairy Queen® system generally even if the decision or action also promotes a financial or other individual interest of Company. Examples of items that will promote or benefit the Dairy Queen® system include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the Dairy Queen® system. Neither Developer nor any third party (including, without limitation, a trier of fact), shall substitute its judgment for Company's Reasonable Business Judgment.

H. Effective Date. The Effective Date shall be the date when this Agreement has been signed by both Developer and the President or Vice President of Company.

I. Receipt of Documents. Developer acknowledges that it has received a franchise disclosure document at least 14 calendar days prior to the date on which this Agreement was executed.

J. Time is of the Essence. Time is of the essence with respect to Developer's obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Multiple Trade Area Reservation Agreement as of the dates written below.

DEVELOPER:

_____,
a _____
(Please type or print name and type of entity)

Date: _____

By: _____
(Signature of person signing on behalf of entity)

(Please type or print name of person
signing on behalf of entity)

Its: _____
(Please type or print title of person
signing on behalf of entity)

Company:

AMERICAN DAIRY QUEEN CORPORATION

By: _____

Its: _____

Date: _____

OWNERSHIP AND MANAGEMENT ADDENDUM TO
DQ GRILL & CHILL® MULTIPLE TRADE AREA RESERVATION AGREEMENT

1. Designated Supervisory Executive. Developer represents and warrants to Company that the following person, and only the following person, shall be the Designated Supervisory Executive of Developer:

| <u>NAME</u> | <u>TITLE</u> | <u>ADDRESS</u> |
|-------------|--------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2. Supervisor(s). Developer represents and warrants to Company that the following person(s), and only the following person(s), shall be the Supervisor(s) of Developer:

| <u>NAME</u> | <u>TITLE</u> | <u>ADDRESS</u> |
|-------------|--------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. Principal Owner(s). Developer represents and warrants to Company that the following person(s) and entities, and only the following person(s) and entities, shall be the Principal Owner(s) of Developer:

| <u>NAME</u> | <u>HOME ADDRESS</u> | <u>PERCENTAGE OF INTEREST</u> |
|-------------|---------------------|-------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Change. Developer shall immediately notify Company in writing of any change in the information contained in this Addendum and, at Company's request, prepare and sign a new Addendum containing the correct information.

5. Effective Date. This Addendum is effective as of this _____ day of _____, 20__.

Developer's Initials

Company's Initials

**APPENDIX A
TRADE AREA**

| | |
|-------------------------|--|
| Market Area(s) | |
| # of Trade Areas | |

*see attached maps for further information

| Trade Area ID | Trade Area Description | Seed Point Description | County |
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Developer Acknowledgment: _____

Date: _____

**APPENDIX B
DEVELOPMENT AND OPENING COMMITMENT SCHEDULE**

| Term Year | Number of Openings Required | Consent Date Commitment | ADQ Construction Plan Approval | Opening Date Commitment |
|------------------|------------------------------------|--------------------------------|---------------------------------------|--------------------------------|
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| Total Number of Openings Required: | |
| Total Amount of Initial Franchise Fee Deposit: | |

Developer Acknowledgment: _____

Date: _____

APPENDIX C
EXPEDITED DEVELOPMENT

A. During the term of the Agreement, the Developer is eligible to participate in the then current ARD/NRD new restaurant opening incentive program, if any, that is effective at the time of each new DQ Grill & Chill® Restaurant opening date.

B. The Developer is eligible to participate in the Expedited New Store Opening Incentive referenced in Section 2.E.1 based on the cumulative new store opening status of the Agreement, and the actual new store openings within each Term Year.

- 1) The Developer must be, at a minimum, current on the required cumulative number of openings listed and current on all deadlines listed on the Appendix B Development and Opening Commitment Schedule.
- 2) Based on each Term Year “Number of Openings Required” in Appendix B, the Developer is eligible to receive a rebate on the total initial franchise fee paid at the following amounts:
 - a) Meets Cumulative Openings and Meets Term Year Openings by Opening Date Commitment = No Additional Incentive Payment.
 - b) Exceeds Cumulative Openings and Exceeds Term Year Openings within Opening Date Commitment by One Additional Unit = \$10,000 Rebate for the Opening.
 - c) Exceeds Cumulative Openings and Exceeds Term Year Openings within Opening Date Commitment by Two Additional Units = \$20,000 total rebate (\$10,000 per opening).
 - d) Exceeds Cumulative Openings and Exceeds Term Year Openings within Opening Date Commitment by Three or More Additional Units = \$30,000 total rebate (\$10,000 per opening).

ADDENDUM TO
DQ GRILL & CHILL®
MULTIPLE TRADE AREA RESERVATION AGREEMENT FOR THE
STATE OF ILLINOIS

This Addendum will pertain to development rights sold in the State of Illinois and will be for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Multiple Trade Area Reservation Agreement to the contrary, the Agreement will be amended to include the following:

1. The second to last sentence in subparagraph 11.C of the Agreement is hereby deleted in its entirety. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.”

2. Subparagraph 11.C of the Agreement shall not be construed to mean that Developer may not rely on representations in the Franchise Disclosure Document that Company provided to Developer in connection with the offer and purchase of the license granted under this Agreement. Although the statements in the Disclosure Document do not become part of the Agreement, nothing in the Disclosure Document may contradict or be inconsistent with the contract terms.

3. Subparagraph 11.G.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

1. Applicable Law and Waiver. Subject to Company’s rights under federal trademark laws and the parties’ rights under the Federal Arbitration Act in accordance with paragraph 8 of this Agreement, the parties’ rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Trade Area is located.

4. Subparagraph 11.I of the Agreement is hereby deleted in its entirety.

Licensee’s Initials

American Dairy Queen Corporation’s
Initials

ADDENDUM TO
DQ GRILL & CHILL®
MULTIPLE TRADE AREA RESERVATION AGREEMENT FOR THE
STATE OF MINNESOTA

This Addendum will pertain to development rights sold in the State of Minnesota and will be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Multiple Trade Area Reservation Agreement to the contrary, the Agreement will be amended as follows:

1. Minnesota law provides licensees with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a licensee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Multiple Trade Area Reservation Agreement.

2. Licensee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minn. Stat. Sec. 80C.01 – 80C.22.

3. Any action pursuant to Minn. Stat. Sec. 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

Licensee's Initials

American Dairy Queen Corporation's
Initials

ADDENDUM TO
DQ GRILL & CHILL®
MULTIPLE TRADE AREA RESERVATION AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum will pertain to development rights sold in the State of North Dakota and will be for the purpose of complying with North Dakota statutes and regulations.

1. Notwithstanding anything contained in Paragraph 8 of the Multiple Trade Area Reservation Agreement, any arbitration proceeding shall take place in the city nearest to the Trade Area in which the American Arbitration Association shall maintain an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

Licensee's Initials

American Dairy Queen Corporation's
Initials

ADDENDUM TO
DQ GRILL & CHILL®
MULTIPLE TRADE AREA RESERVATION AGREEMENT FOR THE
STATE OF WASHINGTON

This Addendum will pertain to franchises sold in the State of Washington and will be for the purpose of complying with the Washington Franchise Investment Protection Act.

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

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including in the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. A release or waiver of rights executed by a licensee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

Licensee's Initials

American Dairy Queen Corporation's
Initials

EXHIBIT E

Franchise Application



Application for DQ® Franchise

American Dairy Queen Corporation

2023-2024 Franchise Programs

Important Reminder:

You must sign and date a Franchise Disclosure Document (FDD) receipt at least 16 days before you return this application along with the initial franchise fee deposit and check.

Please mail the completed application and attachments to the following email address:

Samantha.kroghus@idq.com

FRANCHISE APPLICATION PROCEDURE

American Dairy Queen Corporation (“Company”) would like to take this opportunity to thank you for your application for a new franchise. It is important to remember that this is an APPLICATION ONLY which must be reviewed and approved through Company’s Development Review Committee (DRC) before any franchise rights are awarded to you. The DRC review includes the following:

Applicant Qualification

Company review of the franchise application, including applicants’ personal and financial background, proposed ownership structure and management structure, and participation in an Orientation Day or other in-person meetings.

Financial Qualification

Minimum requirements for liquid assets and the amount of equity to be invested in the development of a single, new location are:

| | Liquid Assets | Equity In Project |
|--|---------------|-------------------|
| <i>DQ Grill & Chill</i> [®] & <i>DQ</i> [®] Texas Restaurant | \$400,000 | \$300,000 |
| <i>DQ</i> [®] Treat | \$175,000 | \$125,000 |

The actual equity necessary for a project may be greater depending upon lender requirements, actual cost of applicant’s project, etc.

Trade Area Review & Site Qualification

Review of applicants’ proposed trade area and site.

You will be notified in writing of the successful completion of your review process and any conditions to that approval and consent.

IMPORTANT:

You are not awarded a franchise and have no license rights unless and until you are in receipt of an Operating Agreement signed by a Vice President of Company. This Application or any other document or verbal advice is not to be construed as, and is not, an Operating Agreement or the grant of a franchise or license rights. Do not make any financial or contractual commitments or incur any expenses relative to this Application until you have received written notification that your Application has been approved and you have received Company’s consent. If circumstances warrant, any options or lease proposals should be drafted contingent on Company’s approval and consent. Any expenses you incur prior to execution of an Operating Agreement are done at your own risk.

NO ADDITIONS, DELETIONS, OR CHANGES TO THIS FRANCHISE APPLICATION PROCEDURE ARE ACCEPTABLE UNLESS INITIALED BY BOTH THE APPLICANT(S) AND AN OFFICER OF COMPANY.

SECTION I GENERAL INFORMATION

1. Please indicate the type of franchise you are applying for:
 DQ Grill & Chill Restaurant DQ Treat Store DQ Texas Restaurant
2. Please indicate your preferred location for the franchise: _____
3. If you are granted a franchise, when will you be able to commence operations?

4. Is this application part of a multi-unit development agreement? Yes No

INSTRUCTIONS

1. If you are applying for a franchise on behalf of a corporation, limited liability company, partnership or other business entity, you must complete all sections of this application and you must submit with your application copies of the following:
 - a) For a corporation, the articles of incorporation, by-laws or shareholders agreement, or other documentation evidencing that the corporation has been duly formed and its ownership structure.
 - b) For a limited liability company, the articles of organization, operating agreement, or other documentation evidencing that the company has been duly formed and its ownership structure.
 - c) For a partnership, the partnership agreement.
2. If you are applying to hold the franchise as an individual, you must complete all sections of this application, except for Section II.
3. Please be advised that, when forming a corporation, limited liability company, legal partnership or operating company, you must not use DQ Grill & Chill®, Dairy Queen®, DQ®, Blizzard® Orange Julius®, or any other trademarks of IDQ Companies or its subsidiaries in your business name, as it constitutes an improper use of our trademarks and avoids the cost of having to change the name at a later date.

SECTION II BUSINESS ENTITY INFORMATION (to be completed if applying on behalf of a business entity)

If you are applying on behalf of, and desire to hold a franchise through, a business entity (corporation, limited liability company or partnership), you must complete this Section II on behalf of the business entity, and each shareholder, member or partner must complete Section III of this Application. All shareholders, members or partners, as the case may be, must be bound by a buy-out agreement with respect to their interest in the franchise or franchisee entity.

If you desire to hold a franchise through a business entity that has yet to be formed, you should include in Section III all individuals that will have an ownership interest in the future business entity. If your application is approved, we will prepare the Operating Agreement in the names of the individual

applicants but will allow an assignment to the business entity (once it is formed and approved by Company), without payment of any additional fee, prior to opening.

1. Business Entity Legal Name (as stated on your corporate/partnership documents): _____

Please note: You cannot use any Company trademarks as part of your business entity name including DQ®, Dairy Queen®, DQ Grill & Chill®, Orange Julius®, or Blizzard®. If you do so, you will be required to change the business entity name.

2. Type of business entity: _____

3. Is the business entity currently existing or yet to be formed? _____

Primary Shareholders/Members/Partners:

| <i>First Name</i> | <i>M.I.</i> | <i>Last Name</i> | <i>Address</i> | <i>% Ownership</i> | <i>Title</i> |
|-------------------|-------------|------------------|----------------|--------------------|--------------|
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Designate a single individual authorized to receive legal notices under the operating agreement if your Application is approved. Legal notices sent to the designated individual are deemed received by the Licensee:

| <i>First Name</i> | <i>M.I.</i> | <i>Last Name</i> | <i>Title</i> | <i>Email Address</i> |
|-------------------|-------------|------------------|--------------|----------------------|
| | | | | |

Please identify the designated Operating Partner:

| <i>First Name</i> | <i>M.I.</i> | <i>Last Name</i> | <i>Address</i> | <i>% Ownership</i> | <i>Title</i> |
|-------------------|-------------|------------------|----------------|--------------------|--------------|
| | | | | | |

**SECTION III
PERSONAL INFORMATION**
(to be completed by each individual applicant
or each owner of an applicant business entity)

1. Applicants:

| APPLICANT A | | |
|--|--------------------|------------------|
| LEGAL FIRST NAME: | LEGAL MIDDLE NAME: | LEGAL LAST NAME: |
| | | |
| Salutation: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. | | |
| OTHER NAMES USED | | |
| SPOUSE NAME | | |
| E-MAIL | DAY PHONE | CELL |
| CURRENT HOME ADDRESS | | |
| CITY | STATE | ZIP |
| Are you an existing <i>DQ</i> or <i>Orange Julius</i> franchisee? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| If Yes, Restaurant #: _____ Location: _____ | | |
| DESCRIPTION OF EXISTING BUSINESS (IF APPLICABLE) | | |
| BUSINESS NAME | | |
| BUSINESS ADDRESS | | |
| NO. OF EMPLOYEES | IN BUSINESS SINCE | TYPE OF BUSINESS |

| APPLICANT B | | |
|--|--------------------|------------------|
| LEGAL FIRST NAME: | LEGAL MIDDLE NAME: | LEGAL LAST NAME: |
| | | |
| Salutation: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. | | |
| OTHER NAMES USED | | |
| SPOUSE NAME | | |
| E-MAIL | DAY PHONE | CELL |
| CURRENT HOME ADDRESS | | |
| CITY | STATE | ZIP |
| Are you an existing <i>DQ</i> or <i>Orange Julius</i> franchisee? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| If Yes, Restaurant #: _____ Location: _____ | | |
| DESCRIPTION OF EXISTING BUSINESS (IF APPLICABLE) | | |
| BUSINESS NAME | | |
| BUSINESS ADDRESS | | |
| NO. OF EMPLOYEES | IN BUSINESS SINCE | TYPE OF BUSINESS |

APPLICANT C

| | | |
|---|--------------------|------------------|
| LEGAL FIRST NAME: | LEGAL MIDDLE NAME: | LEGAL LAST NAME: |
| | | |
| Salutation: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. | | |
| OTHER NAMES USED | | |
| SPOUSE NAME | | |
| E-MAIL | DAY PHONE | CELL |
| CURRENT HOME ADDRESS | | |
| CITY | STATE | ZIP |
| Are you an existing <i>DQ</i> or <i>Orange Julius</i> franchisee? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Restaurant #: _____ Location: _____ | | |
| DESCRIPTION OF EXISTING BUSINESS (IF APPLICABLE) | | |
| BUSINESS NAME | | |
| BUSINESS ADDRESS | | |
| NO. OF EMPLOYEES | IN BUSINESS SINCE | TYPE OF BUSINESS |

APPLICANT D

| | | |
|---|--------------------|------------------|
| LEGAL FIRST NAME: | LEGAL MIDDLE NAME: | LEGAL LAST NAME: |
| | | |
| Salutation: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. | | |
| OTHER NAMES USED | | |
| SPOUSE NAME | | |
| E-MAIL | DAY PHONE | CELL |
| CURRENT HOME ADDRESS | | |
| CITY | STATE | ZIP |
| Are you an existing <i>DQ</i> or <i>Orange Julius</i> franchisee? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Restaurant #: _____ Location: _____ | | |
| DESCRIPTION OF EXISTING BUSINESS (IF APPLICABLE) | | |
| BUSINESS NAME | | |
| BUSINESS ADDRESS | | |
| NO. OF EMPLOYEES | IN BUSINESS SINCE | TYPE OF BUSINESS |
| | | |

2. To what mailing address should correspondence should be sent?

3. Are all applicants identified in Section 1 citizens of the United States? Yes No

If you answered "No," which applicant(s) is/are not? _____

Are they authorized to reside or work in the United States? Yes No

If authorized to reside or work in U.S., does that authorization expire?

Yes No

If "Yes," Expiration Date: _____

If "No," please write your immigration status here (e.g. permanent resident [green card]; asylee; H-1B, student, etc.)

**Please be advised that we may request to see your visa or other documentation evidencing your immigration status.*

SECTION IV FINANCIAL INFORMATION (all applicants)

Either complete the form below or submit a balance sheet showing net worth, along with proof of assets and liabilities.

| ASSETS | LIABILITIES |
|--|---|
| Cash _____ | Credit Cards _____ |
| Stocks _____ | Automobile _____ |
| Retirement Accts (401(k), IRAs) _____ | Secured Loans _____ |
| Personal Property _____ | Unsecured Loans _____ |
| Automobiles _____ | Taxes _____ |
| Home _____ | Home Mortgage _____ |
| Other Residences _____ | Other Mortgages _____ |
| Real Estate _____ | Other Debts (Itemize) _____ |
| Rental Properties _____ | _____ |
| Business Assets _____ | _____ |
| Other Assets (Itemize) _____ | Business Liabilities _____ |
| _____ | TOTAL LIABILITIES (B) <input style="width: 100px;" type="text"/> |
| _____ | NET WORTH (C) (A-B=C) <input style="width: 100px;" type="text"/> |
| TOTAL ASSETS (A) <input style="width: 100px;" type="text"/> | TOTAL (D) (B + C) <input style="width: 100px;" type="text"/> |

| SOURCE ON ANNUAL INCOME | ESTIMATE OF ANNUAL EXPENSES |
|---|---|
| Salary _____ | Mortgage Payments _____ |
| Bonus and Commissions _____ | Rent _____ |
| Dividends _____ | Automobile Payments or Lease _____ |
| Real Estate Income _____ | Insurance Premiums _____ |
| Other Income (Itemize) _____ | Taxes _____ |
| _____ | Other Expenses _____ |
| TOTAL <input style="width: 100px;" type="text"/> | TOTAL <input style="width: 100px;" type="text"/> |

GENERAL FINANCIAL INFORMATION

Are any assets pledged? Yes No If yes, explain: _____

Do you have any contingent liabilities? Yes No If yes, explain: _____

Are you a defendant in any legal actions? Yes No If yes, explain: _____

Have you ever filed for bankruptcy or had proceedings commenced against you? Yes No

If yes, explain:

****Attach copies of recent bank and/or brokerage statements verifying liquid assets – Remove account numbers.**

SECTION V
EXPERIENCE AND PROPOSED MANAGEMENT STRUCTURE
(all applicants)

1. List any franchise or food service operations in which the applicant or any of the persons listed above are presently, or have in the past been, associated either through employment or through ownership or stock holdings.

2. Does the activity in item 1 above subject the individual to any restrictive covenant in any existing agreements, or constitute a Competitive Business, which as defined under Company's Operating Agreement is a quick service restaurant that serves hamburgers but does not serve alcohol, or a restaurant or business that generates more than 10% of its revenue from sales of ice cream, yogurt, frozen custard, fruit-based beverages, soft serve or other frozen treats?

3. If any such associations listed in item 1 above have been terminated, state the date of and reason for termination. _____

Restaurant Management Plan

As part of this franchise application package, you must provide your restaurant management plan. The purpose of the management plan is to identify clearly all individuals involved in the proposed franchise by outlining their qualifications, roles, and responsibilities. Please use the following series of questions as a guide to completing your plan.

1. Who are the principals for this proposed business and what are their professional backgrounds?
2. What business qualities, skills, and experience qualify each principal for this business?
3. What responsibilities and duties will each of the described principals have with regard to this proposed business? *Please attach a résumé/work history for each person.*
4. What is the makeup of your proposed management team (Designated and Assistant Managers)? Please identify each individual, and list their duties, and responsibilities. *Please attach a résumé/work history for each person.*
5. Who within this management team will have equity interest in the proposed business?
6. Who will attend the Company training program? *Please refer to the appropriate franchise disclosure document (FDD) for the training requirements for each concept.*
7. What other businesses do you currently own? For each business, please indicate in detail the makeup of the management team for that business. **Note:** If you currently own a *DQ* or *Orange Julius* franchise, which of your management team has already successfully completed the applicable Company training program? When did they attend training?

Initial Franchise Fee

You must include the initial franchise fee when you submit this application to Company. The initial franchise fee is refundable only as described in Item 5 of the FDD.

- The initial franchise fee for a *DQ Grill & Chill* or *DQ Texas Restaurant* is \$45,000 and the initial franchise fee for a *DQ Treat Store* and all other concepts is \$25,000.
- The initial fee must be paid with two checks:
 - one for \$10,000 (the “Initial Franchise Fee Deposit Check”), which will be deposited upon receipt, and
 - one for the remaining amount of the initial franchise fee, which will be deposited upon project consent.

**Please note that checks being held for outstanding applications will be destroyed after 12 months; after 12 months, you will be asked to submit a new check.*

Background and Patriot Check

As part of the application to become a franchisee, each person who has an ownership interest in the franchise or franchise business entity must submit a signed consent form allowing Company to perform a Criminal Background and Patriot Check, which is done by a third-party vendor. The background check will include certain checks mandated by the federal government through the Patriot Act legislation. Also, any person whose financials are being submitted to gain financial approval must submit to the Background and Patriot Checks. **Once the *DQ*[®] Application has been submitted, each applicant will receive an email from our third-party vendor, Trusted Employees, containing log-in access to their website to complete the information needed to run the background and patriot checks. To avoid delays in the development process, once the applicant receives the log-in access, please submit the information as soon as possible as the link provided in the email is only valid for 14 days.**

Restaurant Opening Timeline Considerations

Company support of your proposed project is focused on maintaining an efficient timeline from acceptance of your application through opening. If you are applying for a *DQ Grill & Chill* franchise and your application is approved, you may be eligible to participate in the Timeline Incentive Program, which provides an incentive for you to open your restaurant within the planned timeline.

Lender Capabilities and Requirements:

You are solely responsible for identifying and gaining commitment from a lender that enables you to manage your project within the opening timeline requirements as stated in the consent letter if consent is granted (i.e. SBA preferred and express lenders and providers with the ability to expedite lending). Company has no obligation to assist you with financing and will not adjust timelines based on your inability to timely secure appropriate financing.

Feasibility Information and Requirements:

Prior to consent, you will be required to secure feasibility information to assess necessary design and governmental approval requirements. The reliability and accuracy of the information you provide us could directly impact your project’s required opening timeline. Therefore, it is essential that you provide us with reliable and accurate information on feasibility prior to consent. Company has no obligation to adjust timelines based upon your inability to timely secure any necessary design or governmental approvals.

Company may, but is not obligated to, obtain a site investigation report (“SIR”) for your proposed project, which may include information related to zoning, permitting, parking and loading, signage, environmental, traffic and roadway, utility and other site related requirements, restrictions and processes. If Company obtains an SIR for your project, it is doing so for its own information and purposes. Company may, but it is not obligated to, share the SIR or certain information from the SIR with you. If Company does share the information with you, you understand and agree that the information is not a substitute for you doing your own research and due diligence on the site and project, that Company makes no warranties or guaranties that the information in the SIR is accurate or complete, and that you should not rely on the information in the SIR in determining whether to move forward with the project.

Attachments

Must be submitted with this completed application:

- _____ Initial Franchise Fee Deposit Check of \$10,000 (this check will be cashed upon receipt)
- _____ Check for the remainder of the initial franchise fee (\$35,000 for a *DQ Grill & Chill* or *DQ Texas Restaurant* franchise or \$15,000 for a *DQ Treat* franchise)
- _____ Copies of recent bank and/or brokerage statements verifying liquid assets (please remove account numbers)
- _____ Résumé or detailed work history for all applicants and management team members
- _____ Management plan
- _____ Finance arrangements from lender
- _____ If applying on behalf of a business entity:
 3. For a corporation, the articles of incorporation, by-laws or shareholders agreement, or other documentation evidencing that the corporation has been duly formed and its ownership structure.
 4. For a limited liability company, the articles of organization, operating agreement, or other documentation evidencing that the company has been duly formed and its ownership structure.
 5. For a partnership, the partnership agreement.

Privacy

You can find information about how Company collects, uses, and shares your personal information on its privacy statement found at <https://www.dairyqueen.com/en-us/privacy-statement/>, (applies through the application stage) and <https://dqhub.dairyqueen.net/privacy-statement> (applies to franchisees), including specific privacy rights for residents of states with privacy laws. By signing and submitting this application, you agree that you have read and agree to both privacy statements.

Acknowledgments and Signature

If Applicant is awarded a franchise under this Application, this Application will constitute an integral part of the Operating Agreement and any misrepresentation of fact in the Application will be grounds for default of the Operating Agreement. I understand and agree that a site review and consent by Company does not in any way create or imply an assurance or a representation by Company of the success of the proposed restaurant.

Company does not disclose financial performance information (actual or potential sales, profits, earnings or financial success) to franchise applicants other than as set forth in its FDD or as otherwise authorized by applicable law. Company strongly recommends that you contact several franchise operators in your state to discuss financial performance of restaurants of the type in which you are interested. Company does not warrant or guarantee the accuracy or validity of information obtained from franchise operators. You acknowledge that, other than information published in the FDD, neither Company nor its representatives have stated or suggested (orally,

in writing, or visually) a specific level or range of potential or actual sales, income, gross or net profits or variable expense data in connection with this Application.

I certify that all information contained in this Application is true and accurate. The information included in this Application is for use by Company in determining approval of a franchise. I authorize Company to use other investigative sources that it considers necessary in making its determination, including credit and criminal reporting agencies. I authorize any banks listed on the bank statements submitted in connection with this Application to release information necessary to assist Company in its review.

I acknowledge that I have received and read a copy of the FDD (with the proposed form of Operating Agreement) and that I have been advised to review it and this application with my legal and financial advisors before signing this application.

A) _____
Signature

Date

C) _____
Signature

Date

B) _____
Signature

Date

D) _____
Signature

Date

EXHIBIT F

Gift Card Program Agreements



EXECUTION

UNITED STATES GIFT CARD ENROLLMENT PACKET

Please use the overview and instructions on the following pages as a reference in completing the Gift Card enrollment packet. If you have any questions in completing these forms please contact the Gift Card Franchisee Support Help Desk at 1(866) 874-7901.

*****Missing information will result in application rejection, required resubmission and set up delays.**

Enrollment Packet Contents:

- Enrollment Cover Sheet
- Participation Agreement
- Credit Application
- Prepaid Implementations and Boarding Form

Section A: Participation Agreement

| | |
|---|---------------------|
| Instructions..... | Section A- Page 1-2 |
| Participation Agreement..... | 1-8 |
| Exhibit A (ACH Authorization)..... | A |
| Exhibit B (Schedule of Designated Locations)..... | B |
| Exhibit C (Program Fees)..... | C |
| Addendum #1 (Addendum for FD-150 Terminals)..... | 1-3 |

Section B: Credit Application

| | |
|--|-------------------|
| Instructions..... | Section B- Page 1 |
| Credit Application | 2 |
| Prepaid Implementations and Boarding Form..... | 3 |



COVER SHEET GIFT CARD ENROLLMENT

Please include this cover sheet with your enrollment paperwork.

1. Select one then fill in date:

I am enrolling a NEW location (has never accepted Gift Cards before)

If so, anticipated date of opening is _____.

I am enrolling an existing location.

If so, what was the date of sale/change in ownership _____,
or the anticipated date of sale/change in ownership _____?

2. What is the Dairy Queen Store Number?

Store No. _____

3. Where should we send your initial inventory of DQ/OJ Gift Cards?

Use store location address

Other Address

Business Name: _____
 Street Address: _____
 City/St/Zip: _____
 Attn: _____
 Phone: _____

SECTION A: PARTICIPATION AGREEMENT

INSTRUCTIONS:

Step 1. **Print 2 copies** of the attached Participation Agreement.

Participation Agreement - Page 1

Step 2. On the first line, enter today's date.

Step 3. On the third line, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee.

Participation Agreement - Page 10

Step 4. On the first line, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee.

Step 5. On the remaining lines, sign and enter your name, title, street address, city, state and zip code of the legal entity name, telephone number, fax, email and today's date.

Participation Agreement, Exhibit A

Step 6. In **Section 4 of Exhibit A**, enter the bank name, account number, account title (example: legal entity name of Operated Location, Participating Franchisee or Sub-Franchisee) that account is under and account ABA routing number. Attach a voided check for the account.

Step 7. On the second page of **Exhibit A**, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee on the first line. On the remaining lines, sign and enter your name, title, street address, city, state and zip code of the legal entity name, telephone number, fax and email. Also, please enter your Tax ID number.

Participation Agreement, Exhibit B

Step 8. List each Dairy Queen or Orange Julius Store Number and address information for each Designated Location that you are signing up for the Program.

Participation Agreement, Addendum #1 (Addendum for FD-150 Terminals)

NOTE: Only use/complete the Addendum #1 if Operated Location, Participating Franchisee, or Sub-Franchisee chooses to rent or purchase a FD-150 terminal for use as a "Gift Card only" terminal (no processing).

Step 9. On the first line, enter today's date. On the third line, enter date Participation Agreement was signed (see step #2). These two dates do not need to be the same.

- Step 10. On page 2, **Section 2**, Election, mark your choice (Purchase or Rental). If you select Purchase, we suggest you also select the Equipment Replacement Program to cover your Terminals in case of malfunction.
- Step 11. On page 3, enter the legal entity name of the Operated Location, Participating Franchisee or Sub-Franchisee on the first line. On the remaining lines, sign and enter your name, title, street address, city, state and zip code of the legal entity along with the date Addendum #1 is signed.
- Step 12. Following page 3, complete and sign the **FD Prepaid Implementation and Boarding Form Version Dq**.
- Step 13. Return both completed and signed originals of the Participation Agreement and Credit Application to the following fax number:

FAX: 1- 402- 916- 8946

After processing your Participation Agreement, GIFT will return 1 fully executed copy of the Participation Agreement to you. Accompanying your copy of the Agreement will be a cover letter containing your GIFT Merchant ID Number and First Data Net log-on information with password to access your gift card reconciliation reports via the Internet.

Participation Agreement for U.S. Franchisees and Sub-Franchisees of DQ GC Inc.

This "**Participation Agreement**" is between **First Data Resources, LLC**, successor in interest to Gift Solutions LLC, f/k/a ValueLink, LLC ("**GIFT**") and _____ [insert full legal name] ("**Operated Location**," "**Participating Franchisee**" or "**Sub-Franchisee**"), and shall be effective on the latest date that appears in the signature block. Unless otherwise indicated herein, "**party**" or "**parties**" refer to GIFT and/or Participating Franchisee or Sub-Franchisee. "**Processor**" refers to GIFT and its agents. A "**Designated Location**" is a Dairy Queen Restaurant and/or Orange Julius Store owned and operated by Participating Franchisee or Sub-Franchisee.

Background

- **DQ GC Inc.** ("**Client**") and GIFT entered into that certain Agreement, dated JUNE 14, 2006 (the "**Agreement**"), pursuant to which Client operates a stored value card program ("**Client's Program**" or the "**Program**") and GIFT provides to Client data processing and related services for the Program;
- Operated Location (which are Designated Locations operated by Client), Participating Franchisee or Sub-Franchisee (which collectively are franchisees of Client) desire to participate in the Program and Client has approved Operated Location, Participating Franchisee or Sub-Franchisee to participate in the Program; and
- Operated Location, Participating Franchisee or Sub-Franchisee will engage GIFT to provide, and GIFT has agreed to provide to Operated Locations, Participating Franchisee or Sub-Franchisee, the Services, as defined below, for the Program in accordance with the terms of this Participation Agreement.

The parties agree as follows:

- 1 **GIFT Responsibilities.** GIFT will provide these services (the "Services"):
 - 1.1 **Database; Reports.** GIFT will maintain a Database of Card Data. "**Card Data**" is the transaction record and current value of each Card recorded in the Database. The "**Database**" is the information repository software owned and operated by GIFT or its suppliers.
 - 1.2 **Authorization.** GIFT will respond to authorization requests and process Card transactions received at GIFT's data processing center in GIFT's designated format ("**Authorization**"). GIFT will reduce the Card balance by the amount authorized. Operated Locations, Participating Franchisee or Sub-Franchisee will obtain payment from the Cardholder for any deficiency between the purchase price and the amount authorized. "**Cardholder**" means any person possessing or using a Card or Card number. Authorizations will be provided in a real time or batch environment, as mutually agreed. Authorizations will be based on the available balance recorded in the Database. GIFT is not responsible for determining whether transactions are fraudulent, improper or otherwise unauthorized.
 - 1.3 **IVR; Help Desk.** GIFT will operate an IVR, 24 hours per day, 7 days per week for the processing of mutually agreed transactions. "**IVR**" means an automated interactive voice response system accessible from the U.S. and Canada through a toll free telephone number. GIFT shall provide the following help desks during the term of this Agreement: (i) a Level I help desk that will be available twenty-four (24) hours per day, seven (7) days per week (Christmas Day excluded), for the processing of transactions pursuant to this Agreement, which shall provide Cardholder and restaurant support from a toll free telephone number; and (ii) a Level II help desk that will be available Monday through Friday, 8:00 am to 8:00 pm ET, which shall provide restaurant support from a toll free telephone number that will be provided to Client.
 - 1.4 **Settlement.** GIFT will, through its Agents, and as Processor, provide certain settlement services to Client and Operated Locations, Participating Franchisee or Sub-Franchisee (the "**ACH Settlement Services**") through debits and credits to the Operated Locations, Participating Franchisee or Sub-Franchisee Account (as defined below) and the designated accounts of Client (the "**Merchant Account**") for the net value of Card Transactions. Operated Locations, Participating Franchisee or Sub-Franchisee must provide Client

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with an ACH Authorization in the form of **Exhibit A** hereto, and by executing this Participation Agreement, hereby confirms its authorization of Client and its service providers (including GIFT and Affiliated Processor, acting on behalf of Client) to initiate debit and credit entries to the Operated Locations, Participating Franchisee or Sub-Franchisee Account as necessary or appropriate to effect any Card transaction and all adjustments and corrections thereto, and as necessary or appropriate to effect any other transfer contemplated by this Participation Agreement. Operated Locations, Participating Franchisee or Sub-Franchisee shall comply with and be bound by any applicable law and the rules and regulations of the National Automated ClearingHouse Association as in effect from time to time.

- 1.5 **Returned Items.** In the event that any debit to Participating Franchisee or Sub-Franchisee Account is returned for any reason, including but not limited to, insufficient funds, Participating Franchisee or Sub-Franchisee authorizes Client and its service providers, acting on behalf of Client, to initiate a debit to the Participating Franchisee or Sub-Franchisee Account as set forth in the form of **Exhibit A** for the original debit amount plus any associated returned item fees (including, but not limited to the "**Returned Item Fee**" set forth on **Exhibit C** hereto). Nothing herein shall be construed to limit Client (as third party beneficiaries under this Participation Agreement) or GIFT's ability to collect any amounts owed under this Participation Agreement, and Client (as third party beneficiaries under this Participation Agreement) and GIFT expressly reserve the right to exercise any and all rights and remedies available under applicable law.
- 1.6 **License.** GIFT may provide or permit Operated Locations, Participating Franchisee or Sub-Franchisee to access computer software, enhancements thereto and updates, new releases, and copies thereof ("**Software**"). All right, title and interest in and to all Software will remain in GIFT or its suppliers and no title is transferred to Operated Locations, Participating Franchisee or Sub-Franchisee. GIFT grants to Operated Locations, Participating Franchisee or Sub-Franchisee, and Operated Locations, Participating Franchisee or Sub-Franchisee accepts, the nonexclusive, nontransferable right during the term of this Participation Agreement to use the Software solely to perform its obligations. Operated Locations, Participating Franchisee or Sub-Franchisee will not copy, modify, distribute, display, sublicense, rent, reverse engineer, decompile, create derivative works of, or disassemble the Software, nor will Operated Locations, Participating Franchisee or Sub-Franchisee allow anyone else to do so, except to the extent permitted by applicable law. Operated Locations, Participating Franchisee or Sub-Franchisee acknowledges that the Software is proprietary and Confidential Information of GIFT. Operated Locations, Participating Franchisee or Sub-Franchisee will not alter, remove, modify or suppress any notices in the Software.

2 Operated Location, Participating Franchisee or Sub-Franchisee Responsibilities.

- 2.1 **Card Production.** Operated Locations, Participating Franchisee or Sub-Franchisee will obtain all Cards for the Program from Client. A "**Card**" is a Client-issued plastic card with a magnetic stripe that accesses Card Data. Operated Locations, Participating Franchisee or Sub-Franchisee acknowledges that Client is responsible for the control and distribution of Cards to Operated Locations, Participating Franchisee or Sub-Franchisee under the Program.
- 2.2 **Operated Locations, Franchisee or Sub-Franchisee Account.** Operated Locations, Participating Franchisee or Sub-Franchisee shall establish and maintain a deposit account(s) (the "**Operated Locations, Franchisee or Sub-Franchisee Account**") at an insured depository institution (the "**Depository**") for the settlement of Card transactions and other transactions as authorized from time to time in the Program Procedures (as defined below, and collectively referred to as "**Card Transactions**").
- 2.3 **Distribution; Card Authorization Equipment.** Operated Locations, Participating Franchisee or Sub-Franchisee will actively promote the Program. Operated Locations, Participating Franchisee or Sub-Franchisee will request an Authorization in advance of each transaction. Operated Locations, Participating Franchisee or Sub-Franchisee will provide and maintain (i) all POS devices, telecommunications facilities and other equipment (collectively, "**Card Authorization Equipment**") required for Operated Locations, Participating Franchisee or Sub-Franchisee to electronically transmit Card transaction data from Designated Locations to GIFT; and (ii) any development, programming or other modifications to the Card Authorization Equipment as necessary to access and use Services and Service modifications. A "**POS**" is a

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point of sale terminal, device or system certified to GIFT specifications. The parties will test the Card Authorization Equipment for functionality prior to Program launch.

- 2.4 **Designated Locations.** Operated Locations, Participating Franchisee or Sub-Franchisee shall participate in the Program in each of its Designated Locations. Information regarding Operated Locations, Participating Franchisee or Sub-Franchisee's Designated Locations is set forth in the Schedule of Designated Locations, attached hereto as **Exhibit B**. During the Term, Operated Locations, Participating Franchisee or Sub-Franchisee shall notify GIFT of any changes necessary to keep **Exhibit B** updated, including, without limitation, any restaurant transfers or closures, and this Participation Agreement shall no longer apply with respect to such Designated Locations and, to the extent that Operated Locations, Participating Franchisee or Sub-Franchisee acquires an additional Designated Location, this Participation Agreement shall apply with respect to such new Designated Location. Each time Card Transactions are authorized at a Designated Location of Operated Locations, Participating Franchisee or Sub-Franchisee, Operated Locations, Participating Franchisee or Sub-Franchisee represents and warrants that **Exhibit B** is a complete list of its Designated Locations, and that the information contained therein is true and correct.
- 2.5 **Program Procedures.** The processes and procedures by which Operated Locations, Participating Franchisee or Sub-Franchisee sells Cards and enables use of Cards at Designated Locations are also part of the Program, and Operated Locations, Participating Franchisee or Sub-Franchisee shall be solely responsible that such processes and procedures comply with the Program Procedures, as defined below. Client is solely responsible for defining and implementing those processes and procedures, including those relating to the sale of Cards, service fees (if any), Card redemption, merchandise returns or refunds and Cardholder dispute resolution (collectively, "**Program Procedures**"). Operated Locations, Participating Franchisee or Sub-Franchisee understands that GIFT has no obligation to process any transaction for any card other than Cards supported under the Program.
- 2.6 **Cardholder Fees.** Fees assessed to Cardholders in connection with Cards, including any transaction, maintenance or inactivity fees, shall be as established by Client. Operated Locations, Participating Franchisee or Sub-Franchisee shall not assess any fee or surcharge for purchase, use, activation or any other transaction in respect of a Card unless otherwise defined in the Program Procedures.
- 2.7 **Terminals.** Each Operated Location's, Participating Franchisee's and Sub-Franchisee's Designated Locations must use a terminal certified to GIFT's specifications (the "**Terminal**") for Card Transactions. In the event an Operated Locations, Participating Franchisee or Sub-Franchisee does not currently own, rent or lease the Terminals, it will need to acquire Terminals in accordance with the pricing indicated on **Addendum #1**, attached hereto. Should an Operated Location's, Participating Franchisee's or Sub-Franchisee's Designated Location currently operate one or more point of sale terminals that support Card Transactions and are certified to GIFT's specifications and Client's Program Procedures, such Designated Location may use such certified terminals for Card Transactions.

3 Fees and Charges.

- 3.1 **Fees.** Participating Franchisee or Sub-Franchisee shall pay, in accordance with **Exhibit C**, the Program fees set forth on **Exhibit C** to this Participation Agreement ("**Program Fees**"). Participating Franchisee or Sub-Franchisee agrees that all Program Fees shall be paid by an ACH debit from the Participating Franchisee or Sub-Franchisee Account as set forth in the form of **Exhibit A**, and Participating Franchisee or Sub-Franchisee authorizes Client and its service providers, including GIFT, to debit and/or credit funds from or to the Participating Franchisee or Sub-Franchisee Account for such purpose, on or about the 15th calendar day of each month, for so long as this Participation Agreement is in effect.
- 3.2 **Fee Adjustments.** Program Fees are subject to adjustment if necessary to pass through any increases or decreases in costs associated with the Program. Any such adjustment resulting in an increase in cost associated with Program Fees shall become effective upon thirty (30) days notice to Participating Franchisee or Sub-Franchisee.

4 **Term.** The "**Term**" begins when the Participation Agreement is signed by the parties and continues for so long as the Agreement is in effect, provided, however, that to the extent GIFT is required to provide commercially reasonable

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support services following a termination of the Agreement, the provisions of this Participation Agreement shall remain in effect, but only to the extent necessary for GIFT to perform such services and for Operated Locations, Participating Franchisee or Sub-Franchisee to fulfill its obligations in connection with such services. Notwithstanding anything herein to the contrary, Participating Franchisee or Sub-Franchisee has the right to terminate this Participation Agreement, without cause and without any penalty fee, upon no less than sixty (60) days' prior written notice to GIFT, with a copy of such notice to Client.

5 Termination for Cause.

- 5.1 Either party has the right to terminate this Participation Agreement immediately in the event that the other party is guilty of a material breach of this Participation Agreement, and such breach remains uncured thirty (30) days following receipt of notice thereof. GIFT will provide a copy of such notice of termination to Client.
- 5.2 GIFT may terminate this Participation Agreement upon notice to Operated Locations, Participating Franchisee or Sub-Franchisee: (i) if Operated Locations, Participating Franchisee or Sub-Franchisee or the Program causes GIFT to violate any law or regulation and Operated Locations, Participating Franchisee or Sub-Franchisee or Client fails to cure the condition causing such violation within ten (10) business days after notice; (ii) if Operated Locations, Participating Franchisee or Sub-Franchisee fails to pay any amount due within ten (10) days after receipt of notice; (iii) if GIFT determines, in its sole discretion, that a material adverse change has occurred in the financial condition of Operated Locations, Participating Franchisee or Sub-Franchisee; (iv) in whole or in part, in one or more jurisdictions, if the ACH Settlement Services cause GIFT or its Affiliated Processor to violate any law or regulation and Operated Locations, Participating Franchisee or Sub-Franchisee or Client fails to cure the condition causing such violation within ten (10) business days after notice; (v) if GIFT is informed that Operated Locations, Participating Franchisee or Sub-Franchisee no longer operates as a franchisee of Client; or (vi) if Client instructs GIFT in writing to immediately terminate the Participation Agreement. GIFT will provide a copy of such notice of termination to Client. GIFT's obligation to provide the Services will be suspended during the cure periods referenced in clauses (i) and (iv).
- 5.3 Either party may also terminate this Participation Agreement immediately in the event that the other party shall go into liquidation, suffer the appointment of a receivership of its assets, go into bankruptcy, voluntarily or involuntarily, or otherwise take advantage of any insolvency laws, or upon any voluntary or involuntary sale, transfer, or other disposition of substantially all of the assets of the other party. GIFT will provide a copy of such notice of termination to Client.

6 Termination of Agreement. Termination or expiration of the Agreement results in immediate termination of this Participation Agreement with no notice required.

7 Termination of Franchise Agreement(s). Termination or expiration of Operated Location's, Participating Franchisee's or Sub-Franchisee's franchise agreement(s) with Client ("**Franchise Agreement**") results in immediate termination of this Participation Agreement with respect to the Designated Locations covered by the terminated or expired Franchise Agreement, with no notice required.

8 Exclusivity. During the Agreement term: (i) GIFT will be the sole and exclusive provider of the Services to Operated Locations, Participating Franchisee or Sub-Franchisee; and (ii) Operated Locations, Participating Franchisee or Sub-Franchisee will not, directly or indirectly, offer or promote any other proprietary, closed network, online gift card program. Nothing in the foregoing shall restrict or prohibit Operated Locations, Participating Franchisee or Sub-Franchisee from accepting any Visa, MasterCard, American Express, Discover or other universally accepted credit or debit card or from participating in any "open network" gift card program with other merchants. For purposes of clarification, a "closed network" program refers to a program in which a gift card is accepted only by the issuing merchant, and an "open network" program refers to a program in which a single gift card is accepted by more than one unaffiliated merchants. During the Term of this Agreement, Operated Locations, Participating Franchisee or Sub Franchisee shall have the right to accept a mail issued gift card.

9 Confidentiality. "**Confidential Information**" includes this Participation Agreement and any information obtained by one party ("**Recipient**") regarding the other party ("**Discloser**") or their respective businesses, including all

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confidential or proprietary concepts, Software, documentation, reports, data, specifications, Card Data, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable. Confidential Information will not include information that: (i) is or becomes in the public domain through no fault of Recipient; (ii) was received from a third party free of any obligation of confidence to Recipient's knowledge; (iii) was in Recipient's possession prior to receipt from Discloser;

(iv) is required to be disclosed by law, regulation or court order after giving Discloser as much advance notice as practical; or (v) is independently developed by Recipient's employees, consultants or agents without use of or reference to the Discloser's Confidential Information. Participation Agreement will be used by Recipient only to exercise its rights and to perform its obligations under this Participation Agreement. Recipient will use reasonable care to safeguard Confidential Information. Recipient will return or destroy Confidential Information within a reasonable period after request, except that GIFT may retain Card Data, subject to this **Section 9**, to comply with any legal or regulatory requirements or any potential audit requests or requirements. Breach of the restrictions on use or disclosure of Confidential Information will result in immediate and irreparable harm to Discloser and money damages will be inadequate to compensate for that harm. Discloser will be entitled to equitable relief in addition to all other available remedies to redress any breach. Except as expressly provided herein, no license is granted to Recipient under any Discloser patent, trademark, copyright, trade secret or other proprietary right.

10 Indemnification.

- 10.1 **General.** Subject to the limitations set forth in **Sections 11**, each party will indemnify the other, its Affiliates, and their respective directors, officers, employees, and agents from and against any and all third party claims, losses, liabilities and damages (including reasonable attorneys' fees and costs of settlement) resulting from or arising out of its failure to comply with this Participation Agreement. Operated Locations, Participating Franchisee or Sub-Franchisee further agrees to indemnify GIFT, its directors, officers, employees, and agents from and against any and all third party claims, losses, liabilities and damages (including reasonable attorneys' fees and costs of settlement) resulting from or arising out of GIFT's compliance with Operated Locations, Participating Franchisee or Sub-Franchisee's instructions, orders or specifications. "**Affiliate**" means, with respect to either party, any entity controlling, controlled by or under common control with such party.
- 10.2 **Intellectual Property.** GIFT agrees to indemnify Operated Locations, Participating Franchisee or Sub-Franchisee, its directors, officers, employees and agents from and against all third party claims, losses, liabilities and damages (including reasonable attorneys' fees and costs of settlement) resulting from or arising out of any allegation that GIFT's Software misappropriate or infringe such third party's U.S. copyright, trademark, patent or other intellectual property right, except to the extent that such allegation arises from (i) Operated Locations, Participating Franchisee or Sub-Franchisee's use of Software other than in compliance with this Agreement and any documentation supplied by GIFT, (ii) Operated Locations, Participating Franchisee or Sub-Franchisee's use of Software in combination with other software, equipment, systems, services, processes, components or elements not provided by GIFT, if the infringement or misappropriation would not have occurred but for such use or combination, or (iii) modifications or development requested by Client or Operated Locations, Participating Franchisee or Sub-Franchisee, using designs, instructions or specifications provided or approved by Client or Operated Locations, Participating Franchisee or Sub-Franchisee. Operated Locations, Participating Franchisee or Sub-Franchisee agrees to indemnify GIFT, its directors, officers, employees and agents from and against all third party claims, losses, liabilities and damages (including reasonable attorneys' fees and costs of settlement) resulting from or arising out of any allegation that materials supplied by Client or Operated Locations, Participating Franchisee or Sub-Franchisee (including trademarks, artwork, designs and specifications) misappropriate or infringe such third party's U.S. copyright, trademark, patent or other intellectual property right, except to the extent that such allegation arises from GIFT's use of such materials other than in compliance with (a) this Agreement or (b) any relevant instructions supplied by Client or Operated Locations, Participating Franchisee or Sub-Franchisee.

11 Limitation of Liability; Disclaimer of Warranties.

- 11.1 **Limitation.** Except for **Section 10.2**. Above, GIFT'S, and its suppliers' and processor's, cumulative aggregate liability to Client and Operated Locations, Participating Franchisee and Sub-Franchisees and all other operated locations, participating franchisee and sub-franchisees under the Agreement this Participation Agreement and all participation agreements will be limited to actual direct damages and, in any event, will not: (i) exceed \$3,000,000; or (ii) include any liability for claims arising out of or relating to the cards issued to Participating Franchisees from Client. For example, if Client and two additional Operated Locations, Participating Franchisee and Sub-Franchisees participate in the Program, GIFT'S cumulative aggregate liability to Client and such Operated Locations, Participating Franchisee and Sub-Franchisees for actual direct damages will not exceed \$3,000,000 and will not include any liability for claims arising out of or relating to services and/or items supplied by Client or third parties.
- 11.2 **Exclusion.** In no event will any party to this Participation Agreement, their affiliates, or any of their respective officers, directors, employees, or agents be liable for lost profits, lost business opportunities, lost revenues, exemplary, punitive, special, incidental, indirect or consequential damages or the like, each of which is excluded by agreement of the parties regardless of whether such damages were foreseeable or whether a party has been advised of the possibility thereof.
- 11.3 **Disclaimer.** This is a service agreement. Except as expressly provided in this Participation Agreement, GIFT disclaims all representations and warranties, express or implied, including any warranties of quality, suitability, merchantability, fitness for a particular purpose or noninfringement.
- 11.4 **Time Limitation.** Operated Locations, Participating Franchisee or Sub-Franchisee may not assert any cause of action against GIFT under this Participation Agreement that was or reasonably should have been discovered by Operated Locations, Participating Franchisee or Sub-Franchisee more than one year prior to the filing of a suit or the commencement of arbitration proceedings alleging such cause of action.
- 11.5 **Compliance with Law.** Operated Locations, Participating Franchisee or Sub-Franchisee will comply with all laws and regulations applicable to its business.

12 Pre-condition to Liability. Prior to bringing any claim against GIFT under this Participation Agreement, Participating Franchisee or Sub-Franchisee shall provide Client with written notice detailing the claim ("**Notice of Claim**"), and Client shall have the right to pursue such claim on Operated Location's, Participating Franchisee's or Sub-Franchisee's behalf by providing Operated Location, Participating Franchisee or Sub-Franchisee with written notice of the same within ten (10) business days after receiving the Notice of Claim. If Client elects to pursue such claim on Operated Location's, Participating Franchisee's or Sub-Franchisee's behalf, Operated Location, Participating Franchisee or Sub-Franchisee may participate in the claim with Client at Operated Location's, Participating Franchisee's or Sub-Franchisee's election. Any resolution of a claim brought by Client on Operated Location's, Participating Franchisee's or Sub-Franchisee's behalf shall be binding on Operated Location, Participating Franchisee or Sub-Franchisee. If Client elects not to pursue such claim on Operated Location's, Participating Franchisee's or Sub-Franchisee's behalf, Operated Location, Participating Franchisee or Sub-Franchisee may pursue such claim on its own behalf.

13 Miscellaneous.

- 13.1 **Notices.** Notices will be effective upon receipt if they are received in writing, by registered or certified mail, postage prepaid, return receipt requested or by overnight delivery to the President of the other party at its address on the signature page.
- 13.2 **Independent Contractor; Third Party Beneficiaries.** The parties are independent contractors. Neither party shall have any authority to bind the other. This Participation Agreement is entered into solely for the benefit of GIFT and Operated Locations, Participating Franchisee or Sub-Franchisee, and will not confer any rights upon any person not expressly a party to this Participation Agreement, including Cardholders. GIFT may subcontract with others to provide Services provided that no such use of subcontractors will relieve GIFT of its obligations under this Agreement.
- 13.3 **Complete Agreement.** This Participation Agreement is the complete and exclusive understanding of the

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parties with respect to its subject matter. Except as expressly provided herein, no modification or waiver of this Participation Agreement will be valid unless in writing signed by each party. A party's waiver of a breach of any term will not be a waiver of any subsequent breach of the same or another term.

- 13.4 **Assignment.** Operated Locations, Participating Franchisee or Sub-Franchisee may not assign its rights or delegate its obligations under this Participation Agreement without GIFT's prior written consent.

14 Governing Law; Arbitration. The laws of the State of Delaware, excluding its rules on conflicts of laws, will govern this Participation Agreement. Subject to **Section 12**, all disputes will be submitted to the American Arbitration Association (the "AAA") for resolution before a panel consisting of three arbitrators, one of which will be selected by Participating Franchisee or Sub-Franchisee, one by GIFT and the third selected by mutual agreement of the first two. Arbitration will be conducted in accordance with the Commercial Arbitration Rules of the AAA then in effect. The decision of the arbitrators will be binding upon the parties; except that disputes arising out of **Section 9** will not be subject to arbitration, and may be brought to a court for judicial resolution. Judgment upon any arbitration award or decision may be entered in any court having jurisdiction. Arbitration will be held in Denver, Colorado. Each party will pay its own arbitration expenses and one-half of the fee of the arbitrators and the administrative fee of the AAA. The Colorado Rules of Evidence will apply to such arbitration. The arbitrators will be required to render a decision based on the terms of this Participation Agreement and applicable law.

[Signatures on next page.]

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Authorized Signatures:

State of Formation: _____

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Attention: _____

and copy to: _____

Attention: _____

First Data Resources, LLC

:

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

First Data Resources, LLC

2900 Westside Parkway

Alpharetta, GA 30004

Attention: Vice President Operations

and copy to:

First Data Resources, LLC

6855 Pacific Street

Omaha, Nebraska 68106

Attention: Legal Department

EXHIBIT A

ACH (Debit and Credit) Authorization

By providing the information requested below and signing this ACH Authorization, the undersigned Operated Locations, Participating Franchisee or Sub-Franchisee hereby:

1. Authorizes Client and its service providers, acting on behalf of Client, to initiate ACH debit and credit entries to the deposit account indicated below, and to debit and credit the same to such account, as necessary or appropriate to effect any Card transaction and all adjustments and corrections thereto, and as necessary or appropriate to effect any other transfer contemplated by the Participation Agreement, including, without limitation, any Program fees, (including, but not limited to shipping fees, fulfillment fees, merchandising materials and card fees, etc.);
2. In the event that any debit to the deposit account is returned for any reason, Operated Locations, Participating Franchisee or Sub-Franchisee authorizes Client and its service providers, acting on behalf of Client, to initiate a debit to the account for the original debit amount plus any associated returned item fees;
3. Agrees that Operated Locations, Participating Franchisee or Sub-Franchisee will comply with any applicable law and the rules and regulations of the National Automated Clearing House Association as in effect from time to time; and
4. Certifies that the authorized officer indicated below has the authority to bind Operated Locations, Participating Franchisee or Sub-Franchisee, and that this ACH Authorization constitutes a writing signed by Participating Franchisee or Sub-Franchisee.

Bank Name: _____

Account No.: _____

Account Title: _____

ABA Routing No.: _____

PLEASE ATTACH VOIDED CHECK

*****NO STARTER CHECKS*** If you only have starter checks, instead please provide a short bank letter instead validating the Business checking account name, account number and routing number.**

EXECUTION

Capitalized terms used herein without definition shall have the meaning provided to such terms in the Participation Agreement.

This authorization is to remain in full force and effect until thirty (30) days after the Participation Agreement has been terminated and Client has received written notification from Operated Locations, Participating Franchisee or Sub-Franchisee of this authorization's termination in such time and in such manner as to afford Client and its third party service providers and the Depository a reasonable opportunity to act on it. No such termination shall relieve Operated Locations, Participating Franchisee or Sub-Franchisee of any obligations or liabilities that accrue or relate to events that have occurred prior to such termination.

Authorization and Agreement:

Operated Locations, Participating Franchisee or Sub-Franchisee:
(Please type or legibly write legal entity name on line below)

Legal Entity Name: _____

Signature: _____

Print Name: _____

Title: _____

Street Address: _____

City, State and ZIP: _____

Phone Number: _____

Facsimile (Fax): _____

E-mail: _____

Entity Taxpayer ID #: _____

EXHIBIT B

Schedule of Designated Locations - REQUIRED

Please list each Dairy Queen Store Number and address information for each Designated Location that you are signing up for the program.

| Store Number | Street Address | City | State | Zip Code | Telephone Number |
|---------------------|-----------------------|-------------|--------------|-----------------|-------------------------|
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Please attach additional pages as necessary.

EXHIBIT C

Program Fees

Card Transaction Fee: Participating Franchisee or Sub-Franchisee will pay Client an initial transaction processing fee of **\$0.04** on all Card redemption, reload, balance inquiry, time-out reversal and void transactions initiated from Card Authorization Equipment within each of Participating Franchisee or Sub-Franchisee's Designated Locations, subject to adjustment per **Section 3** of the Participation Agreement.

Help Desk Support Fee: Participating Franchisee or Sub-Franchisee will pay Client a monthly fee of **\$3.50** for each Designated Location that Participating Franchisee or Sub-Franchisee signs up for the Program.

ACH Settlement Services Fee: Participating Franchisee or Sub-Franchisee will pay Client a fee of **\$0.10** for each ACH debit or credit entry initiated to the Participating Franchisee or Sub-Franchisee Account.

ACH Returned Item Fee: Participating Franchisee or Sub-Franchisee will pay Client a returned ACH item fee of **\$25.00** for each ACH entry submitted against the Franchisee or Sub-Franchisee Account that is returned for any reason, including but not limited to insufficient funds. Fee will not be charged to Participating Franchisee or Sub-Franchisee if returned ACH item is caused by Client's service provider.

Terminal Reprogramming Fee: For Participating Franchisee or Sub Franchisee owned FD-150 Terminals that are not provided by GIFT, there is a **\$25.00** per Terminal reprogramming fee associated with downloading a GIFT gift card Terminal application via telephone.

ADDENDUM #1

Addendum for FD-150 Terminals

This Terminal Addendum ("**Addendum**"), effective as of the latest date that appears in the signature block, is between **First Data Resources, LLC**, successor in interest to Gift Solutions LLC, f/k/a ValueLink, LLC ("**GIFT**") and the undersigned **Operated Location, Participating Franchisee** and **Sub-Franchisee**, and supplements the Participation Agreement between them dated _____, 20____ (the "**Agreement**") and sets forth the terms pursuant to which Operated Locations, Operated Location, Participating Franchisee and Sub-Franchisee will purchase or rent Terminals. Capitalized terms not defined herein shall have the meanings assigned in the Agreement.

1. Purchase and Rental Options.

- 1.1. **Purchase.** Participating Franchisee and Sub-Franchisee may purchase Terminals subject to terms set forth below.
 - 1.1.1. **Sale Price; Adjustments.** Operated Locations, Participating Franchisee and Sub-Franchisee may purchase a new Terminal(s) offered by GIFT at a sale price of \$245.00 (the "**Sale Price**").
 - 1.1.2. **Deployment Fee.** In addition, Operated Locations, Participating Franchisee and Sub-Franchisee will be charged a one-time deployment fee of \$75.00 per Terminal deployment per Designated Location.
 - 1.1.3. **Equipment Replacement Program.** Participating Franchisee and Sub-Franchisee may, but shall not be obligated to, participate in an equipment replacement program for Terminal(s) purchased from GIFT that are out of warranty at a cost of \$125.00 per replaced Terminal. Equipment replacement includes, but is not limited to, overnight service on replacement Terminal and call tag pick-up of defective Terminal.
- 1.2. **Rental.** Participating Franchisee and Sub-Franchisee may rent Terminals subject to the terms set forth below.
 - 1.2.1. **Rental Rates.** Operated Locations, Participating Franchisee and Sub-Franchisee may rent Terminal(s) from GIFT, or another provider designated by GIFT pursuant to GIFT's (or the alternative provider's) standard rental agreement terms at a rate of \$25.00 per Terminal with no rental term commitment; \$14.00 per Terminal based on a rental term commitment of 36 months and \$11.00 per Terminal based on a rental term commitment of 48 months. Rental Terminals deployed by GIFT or its alternative provider may be either new or refurbished.
 - 1.2.2. **Deployment Fee.** In addition, Operated Locations, Participating Franchisee and Sub-Franchisee will be charged a one-time deployment fee of \$75.00 per Terminal deployment plus applicable shipping, duties and taxes per Designated Location.
 - 1.2.3. **Purchase Option.** Should Participating Franchisee and Sub-Franchisee choose the Terminal rental option of either a 36 month or 48 month term commitment, Participating Franchisee and Sub-Franchisee shall have the option to purchase any or all of the rented Terminal(s) at \$25.00 per Terminal at the end of the Rental Term. Terminals not purchased shall be returned to the Terminal provider.
 - 1.2.4. **Early Termination Fees.** Should Participating Franchisee and Sub-Franchisee choose the Terminal

EXECUTION

rental option of either a 36 month or 48 month term commitment and if Terminal(s) are rented for less than the term of the rental commitment, Participating Franchisee or Sub-Franchisee will be subject to an administration fee for each rented Terminal at the cessation of the Rental Term equal to (A) For a 36 month rental term; \$10.41 multiplied by the difference between thirty-six (36) and the number of monthly rental payments made by Participating Franchisee or Sub-Franchisee; (B) For a 48 month rental term; \$7.81 multiplied by the difference between forty-eight (48) and the number of monthly rental payments made by Participating Franchisee or Sub-Franchisee and (C) a "Restocking Fee" calculated as follows:

- a) If less than 20 Rental Payments are Made then the Restocking Fee Per Terminal is \$50.00
- b) If 20 to 36 Rental Payments are Made then the Restocking Fee Per Terminal is \$40.00
- c) If 37 to 48 Rental Payments are Made then the Restocking Fee Per Terminal is \$30.00

1.2.5. **Equipment Replacement Program.** All Terminals rented shall be included in an equipment replacement program at no additional cost. Equipment replacement includes, but is not limited to, overnight service on replacement Terminal and call tag pick-up of defective Terminal.

2. Election.

Operated Locations, Participating Franchisee and Sub-Franchisee hereby selects the following (check all applicable and fill in quantities):

| Terminal Option | Terminal Type | Terminal Quantity | Term (if applicable) | Applicable Price | Total |
|--|------------------------------------|-------------------|----------------------|-------------------------|------------|
| <input type="checkbox"/> Purchase | First Data 150 terminal (N-FD-150) | | N/A | \$245.00 per Terminal * | |
| <input type="checkbox"/> Equipment Replacement Program | First Data 150 terminal (N-FD-150) | | N/A | \$125.00 per Terminal | N/A |
| <input type="checkbox"/> Rental | First Data 150 terminal (N-FD-150) | | N/A | \$25.00 per Terminal * | |
| <input type="checkbox"/> Rental | First Data 150 terminal (N-FD-150) | | 36 months | \$14.00 per Terminal * | |
| <input type="checkbox"/> Rental | First Data 150 terminal (N-FD-150) | | 48 months | \$11.00 per Terminal * | |

* Per Terminal Deployment Fee: \$75.00 per terminal:

- Inclusive of all application setup, download, shipping and handling fees.
- Inclusive of one terminal and/or peripherals and/or accessories that accompany one terminal.
- Inclusive of 1-3 business day delivery (3 day guaranteed).

3. ACH Debit Authorization. Operated Locations, Participating Franchisee and Sub-Franchisee authorizes GIFT and its service providers, acting on behalf of GIFT, to initiate ACH debit and credit entries to the deposit account indicated on Exhibit A to the Franchisee and Sub-Franchisee Participation Agreement, and to debit and credit the same to such account, as necessary or appropriate to effect any charge, fee or other transfer contemplated by this Addendum and all adjustments and corrections thereto. Operated Locations, Participating Franchisee and Sub-Franchisee shall comply with Applicable Law and the rules and regulations of the National Automated Clearing House Association as in effect from time to time.

EXECUTION

4. Conflict with Agreement. Except as supplemented or amended by this Addendum, all provisions of the Agreement shall continue in full force and effect, but if there shall be any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall govern and control.

Authorized Signatures:

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices:

Attn: _____
and copy to:

Attn: _____

First Data Resources, LLC

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices:

First Data Resources, LLC
2900 Westside Parkway
Alpharetta, GA 30004
Attn: Vice President Operations
and copy to:
First Data Resources, LLC
6855 Pacific Street
Omaha, Nebraska 68106
Attn: Legal Department

SECTION B: CREDIT APPLICATION

INSTRUCTIONS

- Step 1. **Print 1 copy** of the attached Credit Application.
- Step 2. An owner, partner, or officer must complete and sign the Credit Application. A Social Security number is required. Complete as indicated.

Credit Application

Gift Solutions - Participating Franchisee

All questions must be answered fully in order for this credit application to be processed.

Participating Franchisee Information ("Franchisee")

| | | |
|------------|--|---|
| 1. | Legal Name of Operated Location, Participating Franchisee or Sub-Franchisee: | |
| 2. | Doing Business As (d/b/a): | |
| 3. | Form of Organization: | <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability <input type="checkbox"/> Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other: _____ |
| 4. | State of Incorporation / Formation / Registration: | |
| 5. | Date of Incorporation / Formation / Registration: | |
| 6. | Federal Tax ID No (FEIN): | |
| 7. | Mailing Address (Street/City/State/Zip): | |
| 8. | Time at present address: | |
| 9. | Time in Business: | |
| 10. | Telephone Number: | |
| 11. | Fax Number: | |
| 12. | Contact Name: | |
| 13. | Contact Email address: | |
| 14. | Contact Phone Number: | |
| 15. | Contact Fax Number: | |

Terms and Conditions

All statements contained in this application and in the financial statements and other documentation submitted in support of this application are true and correct. Permission and authorization is hereby granted to First Data Resources, LLC, First Data Corporation and its and their affiliates and representatives (collectively "FDC") as well as to prior employers, trade references, Dun & Bradstreet, banks, consumer credit services, consumer reporting agencies and state and federal government representatives, without regard to whether they are listed herein, to verify, receive, exchange, and obtain business and/or personal credit and other information including, without limitation criminal background checks, as part of this application. The undersigned further agree that neither FDC nor anyone who has furnished FDC any information concerning Franchisee or the undersigned owners and/or principals of Franchisee shall be responsible for any losses or damages of Franchisee or the undersigned owners or principals of Franchisee may claim as resulting from said verification, receipt, exchange, or obtaining business and/or personal credit or other business and/or personal information. Under penalty of perjury, the undersigned certify that: (i) the federal taxpayer identification number shown on this application as Franchisee's Federal Tax ID Number is the correct taxpayer identification number of Franchisee (or Franchisee is waiting for a number to be issued to Franchisee), and (ii) Franchisee is not subject to backup withholding because either Franchisee is exempt from backup withholding, or Franchisee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified Franchisee that it is no longer subject to backup withholding.

Owner/Partner/Officer Information:

Authorized Signature: _____

Date: _____

Print Name: _____

Date of Birth: _____

Home Street Address: _____

Percentage of Ownership: _____

Home Phone Number: _____

Social Security Number: _____

PREPAID IMPLEMENTATION AND BOARDING FORM—REQUIRED VERSION DQ

| FRANCHISEE / SHIP TO: | | TAX REPORTING REQUIREMENTS: | |
|--|--|--|--|
| Franchise Owner Name: | | Business Tax ID: | |
| Franchise Phone #: | | What Type? (SSN, EIN) | |
| Store Phone #: | | GIFT Consortium: | Check one: <input type="checkbox"/> US 8448 <input type="checkbox"/> Canada 8454 |
| Company DBA Name: | | GIFT MID (if already accepting GC today): | |
| Store Location #: | | GIFT Alt MID: (Dairy Queen 5 digit Store #) | |
| Store Address: | | Channel: (First Data, Wells Fargo) | First Data |
| City, State or Province: | | 1099k Address 1 | |
| Zip or Postal Code: | | 1099k Address 2 | |
| Country: | | 1099k City/State/Zip/Country | |
| Franchise Owner Email address: | | Payee Type (Check one): <input type="checkbox"/> D = Main Chain Account <input type="checkbox"/> U = Independently Owned Locations linked or not to a Chain <input type="checkbox"/> E = Not included in IRS Reporting; i.e Corporate locations | |
| MORE INFORMATION TO ASSIST US WITH YOUR REQUEST: | | | |
| Check One: <input type="checkbox"/> New business <input type="checkbox"/> Existing business adding location. | | If you are setting up a <u>new account</u> for a new business, a Gift Card Merchant ID will be assigned for you. | |
| Do you currently own another store that is operating a DQ giftcard program? | <input type="checkbox"/> YES <input type="checkbox"/> NO | Current Locations Gift Card Merchant ID Number: | |
| Gift Card Processor: | First Data | Who is your Credit/ Debit Processor: (Ex. Citi/First Data, BAMS, etc) | |
| Is this a change of ownership? | <input type="checkbox"/> YES <input type="checkbox"/> NO | Existing Credit Merchant ID#: <i>If Applicable</i> | |
| Ship Method for Gift Cards inventory (Initial Card Shipment): | | <input type="checkbox"/> Ground <input type="checkbox"/> Priority <input type="checkbox"/> Overnight | |
| BANKING INFORMATION: | | | |
| Bank Name: | | | |
| Bank Account Name: | | | |
| Bank Account Number: | | | |
| Bank Routing Number: | | | |
| AUTHORIZATION: Your signature on this form confirms that all information submitted on this form is accurate | | | |
| Owner Signature: | | | |
| Date | | | |
| Comments: | | | |
| *All Fields on this form are required in order to complete your request. Please print and sign* | | | |
| Fax Enrollment forms to: 1-402-916-8946 | | | |
| First Data Use Only: | | | |
| New Gift MID: | | | |
| FD Net User ID: | | | |
| FD Net Temp Password: | | | |

EXHIBIT G

Design Services Agreement



AMERICAN DAIRY QUEEN CORPORATION DESIGN SERVICES AGREEMENT

LICENSEE: _____
 ADDRESS: _____ DATE: _____
 CITY/STATE: _____ STORE #: _____
 PHONE: (C) _____ (H) _____

For a base fee of **\$3,000.00** (which is included in the initial new store fee for NRD/ARD licensees that have signed a new operating agreement and paid the full initial new store franchise fee), American Dairy Queen Corporation (“ADQ”) shall provide for use by Licensee **FREESTANDING NEW RESTAURANT/PROTOTYPICAL DESIGN INTENT PLANS** in the form of electronically transferred plan files (“Plans”), which are to be used by the Licensee’s consultants to prepare construction documents for bidding and construction use for a DQ Grill & Chill® restaurant or DQ® Treat store located at the following Authorized Location:

STREET: _____
 CITY/STATE: _____

IMPORTANT: All Plans are and shall remain the property of ADQ. Plans are issued for use at the above address only. Any reproduction, use, or disclosure thereof to unauthorized persons or for any location other than that listed above is prohibited without the written consent of ADQ and subsequent purchase of plans for the proposed new location. Licensee (or its assigns) agrees to pay ADQ \$10,000.00 for each unauthorized use of the Plans.

Licensee must include the following language in any agreement with any contractor, architect, or other individuals doing work on the above-indicated store:

“The Prototypical Design Intent Plans” provided are the property of ADQ. Use of the plans and specifications is limited to the restaurant/store for which work is being contracted. The undersigned and its assigns agree to pay ADQ \$10,000.00 for each reproduction, use or disclosure thereof to unauthorized persons.”

1. BUILDING DATA

| A. Development Type | B. Building Type (check all applicable) |
|---|---|
| <input type="checkbox"/> NRD | <input type="checkbox"/> GC Core 34 (Food) <input type="checkbox"/> Breakfast (Food) |
| <input type="checkbox"/> ARD | <input type="checkbox"/> GC Core 46 (Food) <input type="checkbox"/> Mirror |
| <input type="checkbox"/> Relocation | <input type="checkbox"/> GC Core 60 (Food) <input type="checkbox"/> Texas (Food) |
| <input type="checkbox"/> Replacement | <input type="checkbox"/> DQ/OJ Core 36 (Treat) |
| <input type="checkbox"/> Development Right | |
| <input type="checkbox"/> Territory Operator | |

C. Send electronic HUB File download information to:

E-Mail Address: _____

2. CODE COMPLIANCE

- A. All Plans provided by ADQ are subject to final review and approval by the developer and/or landlord as well as the local building officials for Licensee's restaurant/store location.
- B. The Plans provided by ADQ are per Minnesota code and may not comply with specific state and local requirements throughout the country. IT IS THE LICENSEE'S RESPONSIBILITY TO VERIFY THE COMPLIANCE OF THESE PLANS WITH LOCAL, STATE AND FEDERAL LAWS AND BUILDING CODE REQUIREMENTS AND TO REVISE THE PLANS ACCORDINGLY. THE COST TO REVISE SUCH PLANS IS TO BE BORNE BY THE LICENSEE.
- C. Under the Americans with Disabilities Act ("Act"), certain handicap accessibility requirements are placed on any "person" who owns, leases, leases to, or operates a place of public accommodation. As an owner, lessor, or operator of a restaurant, ADQ Licensees are liable for failures to accommodate disabled people as provided for in the Act. While ADQ employs its best efforts to see that all plans prepared by it comply with the ADA Accessibility Guidelines, it is not an insurer of and does not guarantee compliance, and cannot be responsible for failures by Licensees, their architects, or their contractors to construct buildings that comply with the Act. Consequently, you are advised to seek your own legal counsel in regard to ADA Accessibility Compliance and to ensure that the contractors with whom you work are aware, knowledgeable about, and committed to producing buildings in compliance with the Act.

3. The purpose of the Plans is to establish the design and construction standards for the prototype building. These Plans identify the brand image, design components and DQ® standards required and include:

- A. Site design/Photometrics
- B. Equipment layout and specifications
- C. Exterior and interior building finishes
- D. Exterior and interior details
- E. Exterior Signage
- F. Structural drawings to be utilized for establishing structural component sizes and spans.
- G. Mechanical design
- H. Electrical design
- I. Plumbing design

4. It is the responsibility of the Licensee and its licensed professionals to determine the most appropriate building structural system for the selected site. The Plans specify wood construction, however, an alternative system may be utilized that does not alter the building image and brand identity.

5. OWNERSHIP AND MODIFICATIONS TO THE PLANS--If the Plans are modified by anyone other than ADQ, Licensee shall submit a copy of the modified plans to ADQ for review and written approval. Construction of a modified building shall not commence without plan approval from ADQ. ADQ must approve in writing any proposed alteration to previously approved building plans, including those ADQ or designee prepares. Further, if your local architect makes revisions to ADQ Plans, these revisions shall become the property of ADQ, and ADQ has the right to use those plans in any manner in the future.
6. EXPIRATION OF PLANS-- Plans provided by ADQ are valid for six months from the date of issuance. After the six-month time period, Plans will no longer be valid unless Licensee has obtained a written extension from ADQ.
7. ACKNOWLEDGMENT OF LICENSEE'S CONSTRUCTION RESPONSIBILITIES--See attached Exhibit "A."
8. TO PROCEED, you must first sign this agreement and the attached Non-Disclosure Letter, and send them to:

AMERICAN DAIRY QUEEN CORPORATION
Attn: Architecture/Construction Dept.
8000 Tower, Suite 700
8331 Norman Center Drive
BLOOMINGTON, MINNESOTA 55437

Unless your store is a new ARD or NRD restaurant for which you paid the full, applicable initial franchisee fee, you must include a check made payable to "American Dairy Queen Corporation" for payment of the base fee of \$3,000.00 indicated above.

9. LIABILITY AND INDEMNIFICATION--Licensee waives all claims against ADQ for damages to property or injuries to persons arising out of the design and/or construction of Licensee's building pursuant to this Agreement or in any way relating to the Plans or this Agreement. Licensee must fully protect, indemnify and defend ADQ and its affiliates and hold them harmless from and against any and all claims, demands, damages, and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of, in connection with, or incident to the Plans, the franchised location, this Agreement (regardless of cause or any concurrent or contributing fault or negligence of ADQ) or any breach or failure to comply with this Agreement.
10. INSURANCE--Licensee must purchase and maintain at its own expense liability insurance in an amount equal to the greater of (a) \$2,000,000 per occurrence or a higher amount that ADQ may in the future require of similarly situated Licensees, (b) the amount the lessor of the Restaurant premises may require or (c) the amount required under Licensee's operating agreement for the location. The insurance coverage must start no later than the date Licensee begins construction. Licensee must deliver to ADQ a certificate of insurance and additional

insured and other endorsements showing compliance with this section. The insurance coverage must:

- A. Insure Licensee, ADQ, ADQ’s affiliates and any other person or entity designated by ADQ by name from liability for any and all such damage and injury;
- B. Be written with a company rated no less than “A” by AM Best Insurance Rating;
- C. Name ADQ and its affiliates as an additional insured; and
- D. Provide that ADQ will be given 30 days’ prior written notice of material change in or termination or cancellation of the policy.

ADQ does not represent or warrant that any insurance that Licensee is required to purchase will provide adequate coverage for Licensee. The requirements of insurance specified in this Agreement are for ADQ’s protection. Licensee should consult with its own insurance agents, brokers, attorneys and other insurance advisors to determine the level of insurance protection it needs and desires, in addition to the coverage and limits required by ADQ.

- 11. **DISCLAIMER**--ADQ makes no warranty or representation regarding the Plans or any services or workmanship undertaken pursuant to those Plans. It is essential that Licensee performs its own due diligence to determine whether architects, contractors, and others are qualified and right for the needs of the project. It is Licensee’s sole responsibility to ensure that it complies with all applicable federal, state, and local laws, codes and regulations.
- 12. **ACKNOWLEDGMENT**--The undersigned have read and understood the above-stated description of services to be provided by ADQ and the attached Exhibit A (Acknowledgment of Licensee's Construction Responsibilities). Furthermore, the Licensee understands that the scope of service to be provided for the base fee indicated is specifically limited to that which is described herein.

LICENSEE

BY:

Date _____

AMERICAN DAIRY QUEEN CORPORATION

BY:

Date _____

EXHIBIT "A"

ACKNOWLEDGMENT OF LICENSEE'S CONSTRUCTION RESPONSIBILITIES

GENERAL

1. ENVIRONMENTAL SURVEYS/SOILS TESTING--It is the sole responsibility of Licensee to perform all environmental surveys of the property, including soils tests, and ADQ expressly disclaims any responsibility or liability for the environmental surveys. Soils tests shall include recommendations on building footings, foundation, and parking lot construction. It is STRONGLY recommended by ADQ that a qualified expert perform any tests prior to the purchase or lease of any property.
2. SITE INFORMATION--If a site feasibility drawing was prepared by ADQ for the location, its intent is to show, on a preliminary basis only, the relationship of the building and parking lot within the site. It is not a construction document but rather a guide for a civil engineer. Licensee should contract with a civil engineer to prepare drawings for the location. These drawings should include, but are not limited to:
 - A. Topography and boundary survey
 - B. Drainage/water retention plan
 - C. Final site and grading plan setting building floor slab elevation
 - D. Utilities connections from the building to sources off site
 - E. Site details (i.e., curb detail, parking lot section, culvert/ drain details, etc.)

BIDDING THE PROJECT

1. It is recommended that Licensee secure at least three bids from qualified, licensed contractors for the project. The contractors should submit an A.I.A. document A305-Contractor's Qualification Statement with their bid. This will provide background information on the contractor.
2. Items required by the contractors to bid the project include the drawings, specifications, owner supplied civil drawings, and a copy of the soils report.
3. It is ADQ's recommendation that Licensee require the bidding contractors to include in their bids to Licensee a performance bond equal in price to that of the proposed contract sum. This requirement should be made known to the bidding contractors at the time of letting the project out for bid.

SITE WORK

1. A provision has been made within the drawings for landscaping. It is recommended that Licensee contract with a local landscape architect to prepare the drawings and incorporate them into the site drawings. This should be a part of the general contractor's price, and Licensee should ensure contractors provide bids for this work.
2. Site lighting is indicated on the site feasibility plan. Refer to the plan electrical sheets for exact specifications of light fixtures. Verify local code requirements for specific lighting regulations.
3. The trash enclosure matches the aesthetics of the building. Licensee should inform the site engineer so that a detail can be provided within the site documents.
4. If Licensee is contemplating an underground sprinkler system in the future, a 4" PVC pipe should be laid underneath the drive aisles adjacent to landscape areas to facilitate waterlines without trenching the new paving.

BUILDING PLANS

1. No provision has been made for a floor safe. If one is desired by Licensee, he/she needs to inform the contractors at bid letting.
2. The footing and foundation depths on the drawings are illustrative only. Foundation requirements are to be made on a site specific basis and are dependent on local codes, ordinances and soils test results.
3. If a washer and dryer will be used in the building, electrical and plumbing connections need to be provided. Licensee should communicate this requirement to contractors prior to bidding.
4. The HVAC units on the roof are sized based on design load calculations and an average yearly temperature in the state of Minnesota. Heat loss/heat gain calculations need to be made by a mechanical engineer taking into consideration design load at the store location. The size of the unit may have to be adjusted. The need for a heat loss/gain calculation should be brought to the attention of the bidding contractors.
5. If a fireplace for the interior or exterior is to be installed (upon approval by ADQ) all specifications must comply with governing codes and regulations including safety protections from heat.

LICENSEE SUPPLIED ITEMS

1. There are several building components Licensee is to provide to the general contractor, which Licensee can purchase through N. Wasserstrom & Sons or its designee. Because of long lead time requirements, it is essential that Licensee order these items prior to ground break so as to not impede construction. These items may include:
 - A. Exhaust hoods
 - B. Decor item(s)
 - C. D.T. window
 - D. Walk-in cooler/freezer
 - E. Soft serve machines
 - F. Magnetic loop drive-thru detection system
 - G. Fryers

2. If Licensee is to supply any other items related to the construction of the store, these items should be identified prior to requesting bids in order to avoid double bidding. These items may include but are not limited to the following:
 - A. Mood Media (music system)
 - B. Integrated Technology Platform
 - C. Soft Drink System
 - D. Linen Supply (toilet accessories, hand washing supplies)
 - E. Menu Boards
 - F. Signage
 - G. Grease Retrieval

RECOMMENDED MINIMUM REQUIREMENTS FOR LAND TITLE SURVEYS
WITH TOPOGRAPHIC & PUBLIC UTILITY DATA

All surveys must meet the following minimum requirements:

Physical Requirements

1. Survey shall be prepared at minimum of 1" = 20'.
2. Topography is to be shown on a 25' grid and shall include an area 100' outside of the described property.
3. A location vicinity map shall be provided.
4. A north arrow shall be shown.
5. The street address as it will appear in the records of the local municipality.
6. A complete and accurate, metes-and-bounds description to supplement lot, block, and tract number type information, but describes only the land surveyed.
7. Property lines with bearings, distances, arc length, chord, angle and radii, corner monuments identified; show P.O.B. of description and true P.O.B.; locate all easements of record and common usage. Note if calls are of record and/or as measured.
8. The area of the tract shall be shown in either square footage or acreage to the nearest one thousandth of an acre.
9. All existing trees, adjacent roadways, utility locations, power poles, building lines and easements recorded or apparent unrecorded are to be shown.
10. All existing improvements on or within 50' of the described property are to be shown and identified as to type and general condition.
11. Flow line elevations at sanitary and storm sewers are to be shown.
12. The condition of existing sidewalks, curb, gutters and adjacent streets shall be indicated.
13. Utilities--Locate all public and private utility lines adjoining or that will serve the property. Show size, type, manhole invert and rim elevation, direction of flow, utility pole identification numbers, valves, fire hydrants, traffic signal and street light poles, catch basins, drainage structures, etc. Include sanitary and storm sewers, natural gas, electrical, water, and telephone numbers.

14. Street--Right-of-way lines and proposed future dedications. Public roadways or right-of-ways adjacent to the surveyed property. Street median or other left turn barriers. Note ownership, jurisdiction, name and identification number of streets and highways.
15. Off-Site Improvements--Provide design standards for curb cuts, driveway approaches, new curb and gutters, sidewalks, curb and gutter elevations.
16. Show all monuments, stakes, or marks found or placed and note which were found and which were placed. Interior parcel lines must clearly indicate contiguity, gores and/or overlaps.
17. Show the locations, dimensions and type of all buildings on the surveyed property. Show their location by the shortest dimension of the exterior boundaries and their relationship to any known setback lines.
18. As a result of having viewed the property with reasonable diligence, show any physical evidence of possible easements such as roads, rights-of-way, railroads, drains, telephone, television cable service, telegraph or electric lines, water, sewer, oil or gas pipelines, driveways, billboards, etc. if they are on or run across the surveyed property and appear to serve the public or adjoining property owners. If there are any surface indications of underground easements such as manholes, pipeline markers, sewer or drain outlets, disturbed earth, etc. on (or near, if pertinent) the surveyed property, show them.
19. Show the existence of any lakes, ditches, streams, drainage basins or rivers running through or bordering on the premises being surveyed.
20. All field measurements must be balanced both as to angles and distances so as to provide a mathematical closure. Show the basis of bearings, assumed or otherwise. The plat of survey shall show the following information for any curve: length of arc, radius, central angle and bearing to the radius point from the beginning and end points of the curve.
21. Each survey shall be dated as to month, day and year on which property was surveyed.
22. Each survey shall be signed and sealed by the registered surveyor by whom, or under whose direction, such survey was made.

EXHIBIT H

Construction Consultation Services Agreement



American Dairy Queen Corporation CONSTRUCTION CONSULTATION SERVICES AGREEMENT

Licensee: _____ Date: _____

Address: _____

City/State/Zip: _____ Store #: _____

Phone: _____ ARD NRD DR Replace/Relocate Remodel

American Dairy Queen Corporation (“ADQ”) shall provide construction consultation services to Licensee (“Licensee” or “you”) for the Authorized Location indicated below:

Concept: _____

Address: _____

City/State/Zip: _____

- 1. Scope of Construction Consultation Services:** The activities described in Exhibit “A” attached.
- 2. Cost of Services:** The cost of the construction coordination services will vary depending primarily upon: (1) whether your project involves construction of a new restaurant or the relocation/replacement of an existing restaurant; and (2) whether your new restaurant is in a freestanding building or a leased multi-tenant structure such as an enclosed mall, open air shopping center, strip center, C-Store or non-traditional site.

New Units: If you are constructing a new (NRD/ARD) freestanding restaurant, the cost of the service is \$7,500. If your new restaurant is located in a multi-tenant structure (such as an enclosed mall, open air shopping center, C-Store, strip center) to which you will only be making tenant improvements, the cost of the services is \$5,000. The full fee must be paid when you sign this Agreement. **If you paid a full NRD/ARD initial franchise fee to ADQ, the cost of the service is included in the initial franchise fee.** If your project is cancelled, you will receive: (1) a refund of the entire fee if your building plans have not been submitted to ADQ for review; or (2) a refund of the fee less \$1,500 at any time before construction begins; or (3) no refund after construction begins.

Replacements, Relocations and Remodels: If you are replacing, relocating or remodeling your existing *DQ* restaurant facility, the cost of the service will be \$7,500. The full fee must be paid when you sign this Agreement and before any services are rendered. If you are participating in the current Replacement/Relocation incentive program, if any, please refer to program specific payment options available.

- 3. To Proceed:** Sign and date this agreement and send to American Dairy Queen Corporation, 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437, Attn: Architecture/Construction Department.

- 4. Acknowledgment:** The undersigned acknowledges that ADQ’s obligation under this agreement shall be limited to providing construction consultation services in concert with the project’s selected general contractor and architect for the construction of, and installation of equipment, in the restaurant. ADQ is not responsible for the actual construction of the restaurant, installation of equipment therein, delays in construction, construction or architectural errors or omissions, cost overruns, change orders or any consequential costs, expenses, injuries or damages arising out of or relating to any of those events or conditions, or to the actual construction of, or installation of equipment in the restaurant. ADQ will not provide construction consultation services on projects that are not under contract with, and

under the supervision and control of, a general contractor licensed to work in the city and state where the project is located. Furthermore, the Licensee understands that the scope of services to be provided are specifically limited to those that are described in the attached Exhibit "A" and are not intended to provide a "turn-key" service to the Licensee. ADQ is not responsible for ensuring that the restaurant to be constructed complies with building standards or legal requirements, including, but not limited to, architectural, structural, mechanical, electrical, accessibility (including without limitation those under the Americans with Disabilities Act), and other standards.

5. Additional Billing: If ADQ's construction consultant must be on site for purposes of consulting longer than specified in Exhibit "A" due to delays or complications beyond the control of ADQ, the Licensee agrees to pay ADQ an additional sum of \$200.00 per day for each day the construction consultant is available on site. Should the construction consultant have to make a return visit, related travel expenses, including, but not limited to, air travel, meals and lodging, will be added to the daily \$200.00 fee.

6. Liability and Indemnification: Licensee waives all claims against ADQ for damages to property or injuries to persons arising out of the design and/or construction of Licensee's building. Licensee must fully protect, indemnify and defend ADQ and its affiliates and hold them harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of, in connection with, or incident to the franchised location, this Agreement (regardless of cause or any concurrent or contributing fault or negligence of ADQ) or any breach or failure to comply with this Agreement.

7. Insurance: Licensee must purchase and maintain at its own expense liability insurance in an amount equal to the greater of (a) \$2,000,000 per occurrence or a higher amount that ADQ may in the future require of similarly situated Licensees, (b) the amount the lessor of the Restaurant premises may require or (c) the amount required under Licensee's operating agreement for the location. The insurance coverage must start no later than the date Licensee begins construction. Licensee must deliver to ADQ a certificate of insurance and additional insured and other endorsements showing compliance with this section. The insurance coverage must:

- A. Insure Licensee, ADQ, ADQ's affiliates and any other person or entity designated by ADQ by name from liability for any and all such damage and injury;
- B. Be written with a company rated no less than "A" by AM Best Insurance Rating;
- C. Name ADQ and its affiliates as an additional insured; and
- D. Provide that ADQ will be given 30 days' prior written notice of material change in or termination or cancellation of the policy.

ADQ does not represent or warrant that any insurance that Licensee is required to purchase will provide adequate coverage for Licensee. The requirements of insurance specified in this Agreement are for ADQ's protection. Licensee should consult with its own insurance agents, brokers, attorneys and other insurance advisors to determine the level of insurance protection it needs and desires, in addition to the coverage and limits required by ADQ.

Licensee: _____ **Dated:** _____

Construction Consultation Services Agreement (Including Exhibit "A") Total of Four Pages

Company: AMERICAN DAIRY QUEEN CORPORATION

By: _____ **Dated:** _____

EXHIBIT A

CONSTRUCTION CONSULTATION SERVICES AGREEMENT

THE SERVICES PROVIDED ARE AS FOLLOWS:

1. Consult with the Licensee in the plan review process and with state and local regulatory agencies relevant to compliance with building, health and fire codes. It is the Licensee's sole responsibility to ensure that the plans conform to all state and local codes. (Construction plans and specifications provided by ADQ are design intent drawings based on Minnesota state codes.) (Site-specific changes will need to be made to the plans by the local architect hired by the Licensee).
2. Review availability of utilities (i.e. gas, electricity, sewer and water) to the site/space with the Licensee. Freestanding locations may require, at ADQ's discretion, an on-site visit relative to building location, ingress, egress, sign locations, parking and landscape requirements.
3. Review construction bids with the Licensee and consult with the Licensee in selecting a general contractor for the project, considering price, reputation, and ability to perform. The actual selection of the qualified contractor is the Licensee's sole responsibility.
4. Assist the Licensee and bidding general contractors in reviewing plans and information gathered in the above-mentioned functions to facilitate the submission of more accurate and competitive bids to the Licensee. ADQ recommends that all contract documents be completed on AIA forms.
5. Consult with the Licensee to obtain the required permits from the state and local authorities. It is the Licensee's and/or contractors sole responsibility to obtain permits. It is also the responsibility of the Licensee or contractor to submit the application with proper fee and time allowance to obtain necessary permits on a timely basis. Failure to do so may delay construction.
6.
 - A. Scope of Services for freestanding locations:
Review conditions and work progress with the Licensee and contractor to avoid non-compliance with plans, delays or additional costs. Means of review will be by actual on-site inspections conducted by ADQ personnel or a third party retained by ADQ that consist of a pre-construction inspection or an underground inspection at ADQ's discretion based on the project's needs, rough-in inspection and punch list inspection. Review will also include digital photos, phone conversations and e-mail communication with the general contractor, job superintendent, Licensee and field personnel on a regular basis.
 - B. Scope of Services for tenant improvements in multi-tenant structures:
Review conditions and work progress with the Licensee and general contractor in an effort to avoid non-compliance with plans, delays or additional costs. Means of review will be by actual on-site inspections conducted by ADQ personnel or a third party retained by ADQ that consist of a rough-in inspection and a punch list inspection. Review will also include digital photos, phone conversations and e-mail communication with the general contractor, job superintendent, Licensee and field personnel on a regular basis.
 - C. Scope of Services for Full Level Remodel Locations:
Review of conditions and work progress with the Licensee and contractor to avoid non-compliance with plans, delays or additional costs. Means of review will be by digital photos, phone conversations and e-mail communication with the general contractor, job superintendent, Licensee and field personnel on a regular basis. Review will also consist of up to three actual on-site inspections that consist of a pre-construction or an underground inspection at ADQ's discretion based on the project's needs, rough-in and punch list inspection conducted by ADQ personnel or a third party retained by ADQ.
7. Consult with the Licensee on handling payments to the general contractor when payment applications are made. Money should be disbursed per the construction contract guidelines. Owner must determine whether lien waivers have been obtained and is responsible for obtaining partial and final lien waivers.

8. Consult with the Licensee concerning the process of unloading equipment, initial equipment inspection and acceptance of equipment. The Licensee is solely responsible for determining if items are missing or damaged and for filing any and all claims with the appropriate parties.
9. The Licensee is responsible for the unloading, placement, installation and hook up of all approved equipment. This is to be accomplished through the general contractor, subcontractors and laborers. The ADQ construction consultant will consult with the Licensee concerning the supervision of the equipment installation process. The Licensee is solely responsible for requiring that the general contractor, subcontractor and laborers are available, as determined by the construction consultant, at the appropriate times to comply with the installation schedule. Failure to make such arrangements may delay the equipment installation.
10. For new locations (but not remodels) certain pieces of equipment require a breaking-in period of several days' running time. The Licensee acknowledges that he/she is solely responsible for the final adjustments to these pieces of equipment and is aware that this may require hiring local trade services. The Licensee is required to employ a qualified technician to make proper adjustments to the soft serve machine(s), shake machine(s), *Mr. Misty*® machine, ice machines, display freezers, walk-in cooler/freezers, fryers, chain broilers and other items. Final equipment adjustments should occur once the machines have been operated with actual product.
11. Provide a project final punch list of shortcomings and deficiencies in relation to approved construction plans, addenda, change orders, construction contract and workmanship. Consultant will review all punch list items with the Licensee, Operations field force and general contractor prior to leaving the job site. It is the Licensee's responsibility to ensure that the general contractor completes all punch list items prior to final payment.
12. Consult with the Licensee in obtaining the final approvals of the necessary agencies for building occupancy. The contractor is responsible for contacting the required agencies to make final inspections for the purpose of obtaining the occupancy permit.
13. Consult with the Licensee regarding construction warranty work the contractor may be required to provide. For equipment warranty, the Licensee must work with its equipment vendor.
14. Consult with the Licensee at the Licensee's request to verify that the proper documentation is received from the general contractor (i.e. lien releases, inspection reports) prior to project closeout.

GENERAL NOTES:

1. All design changes to the building and equipment must be made prior to ADQ final plan approval, obtaining final bids and signing of the construction contract. Changes made after signing the contract may result in additional costs to Licensee. **NO CHANGES ARE TO BE MADE WITHOUT NOTIFYING THE CONSTRUCTION CONSULTANT AND OBTAINING WRITTEN APPROVAL FROM ADQ.**
2. All locally furnished approved equipment should be made available to the general contractor to keep construction on schedule. No unapproved equipment will be installed.
3. Bids can be influenced by local governing regulations and requirements, developers' design criteria, and actual site as built conditions. The general contractor shall include all items in the bid. However, because of timing or unforeseen circumstances, some of these items may be added to the total construction cost via approved change orders and paid by the Licensee.
4. ADQ does not assume any responsibility for construction cost overruns or costs associated with opening delays. All construction costs, late fees, rental commencement charges, etc., associated with the project opening are the sole responsibility of the Licensee.

EXHIBIT I

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DQ[®] System Standards and Operations Manual

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EXHIBIT J

Lists of direct-licensed and subfranchised DQ Grill & Chill® and
Dairy Queen®/Brazier® Franchises, and
Texas DQ® Restaurant Franchises

Franchisees Who Have Signed An Operating Agreement, But Not Yet Opened The Location

| Franchisee(s) | City | ST | Phone | email |
|--|---------------|-----------|--------------|-------------------------|
| Third I C Joint LLC / Patel, Anand R / Das, Kalpesh R | Jonesboro | AR | 7692266588 | 2266588@gmail.com |
| Queen Cypress LLC / December, Herrera | Hesperia | CA | 7605968556 | Decembertapia@aol.com |
| DCM Poway LLC / Engler, Craig K | Poway | CA | 6199855272 | ckengler@san.rr.com |
| CrossRoads Portfolio Inc / Davis, Wanda L | Alachua | FL | 8589221070 | crportfolio1@gmail.com |
| Yogiraj Six LLC / Mahant Holding Inc / Patel, Parth N / Patel, Pragnesh K / Patel, Tanujaben | Clermont | FL | 2563372372 | pragnesh6401@gmail.com |
| Apple Pie Partners, LLC / Harvey, David F / Lentz, Maria A | Crawfordville | FL | 8505707424 | mlentz@wip.sale |
| Huda Fatimah Inc / Momin, Ikbal G / Master, Hasan Y / Master, Reema H / Momin, Saheelraza S | Snellville | GA | 6786653497 | ikbal@bellsouth.net |
| Jay Vijaya Laxmi Inc / Patel, Nileshkumar B | Belvidere | IL | 2173907962 | dq10817@gmail.com |
| N & N Restaurants Inc / Rust, Robert M | Chester | IL | 6184433054 | scottrust@yahoo.com |
| Peoria Ice Cream Company / Kepple, Michael D / Kepple, Linda P | East Peoria | IL | 3096353870 | cmclaskey@keppleco.com |
| Paton, William G / Paton, Elaine / Hart, Gavin S / Hart, Kim P | Fort Wayne | IN | 2604385632 | ghart@dqkings.com |
| The Big Green Cow Inc / Lasher, Ron | Lancaster | KY | 8596082328 | biggreencow@live.com |
| Burch Oil Company Inc / F Elliott Burch Jr Revocable Trust / Donald B Burch Family Trust | Leonardtown | MD | 3014811094 | KMattingly@Burchoil.com |
| Jackson Treats LLC / Haidous, Talal Ghassan / Haidous, Mohamad G / Haidous, Tarek G | Jackson | MI | 3136477885 | toddhaidous@hotmail.com |
| J.H. and Sons Isanti Enterprises Inc. / Fowler, James S. / Fowler, Heidi R. | Isanti | MN | 6125983342 | jfowler2003sc@msn.com |
| Warsaw Queen LLC | Warsaw | MO | 6605961615 | JRGUEVARA@GUESA.COM |

Franchisees Who Have Signed An Operating Agreement, But Not Yet Opened The Location

| Franchisee(s) | City | ST | Phone | email |
|---|-------------|-----------|--------------|------------------------------|
| Pramukh Three LLC / Patel, Pragneshkumar K | Columbus | MS | 2563372372 | pragnesh6401@gmail.com |
| QSR 17 LLC / Modi, Nirav V / Brahmbhatt, Jeet D / Brahmbhatt, Darshak B / Anjaniya, Rahul / Shah, Nisit J / Patel, Arvind S | Lumberton | NC | 9107367876 | jeet@freshfoods.us |
| Big Flats Dining Associates LLC / Patel, Arun D / Patel, Hemant H / Patel, Milan Hemant / Atodaria, Nishabahen K | Big Flats | NY | 6073681600 | milanpatel@visionshotels.com |
| STP Hospitality Network Inc / Bathija, Ameen S | Shirley | NY | 6465304138 | dairyqueen.shirley@gmail.com |
| SPGR Enterprises Inc / Warther, Karl E / Haller, Aaron K / Warther, Kurt R | Akron | OH | 3304017949 | dq@spgrenterprises.com |
| Toledo Treats LLC / Haidous, Talal G / Haidous, Jameleh N / Moukalled, Ahmad A | Toledo | OH | 5176171955 | toddhaidous@hotmail.com |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-------------------------------|-----------------|----------------|-----------|------------|--------------|
| Alaska Deep Freeze Holdings LLC / Gowda, Anand U / Reber, Kenneth C / Devore, Cary D / Cook, Patrick L | 611 E Tudor Rd | | Anchorage | AK | 99503-7321 | 9075624455 |
| Alaska Deep Freeze Holdings LLC / Gowda, Anand U / Reber, Kenneth C / Devore, Cary D / Cook, Patrick L | 1975 Abbott Rd | | Anchorage | AK | 99507-3448 | 9075221555 |
| Alaska Deep Freeze Holdings LLC / Gowda, Anand U / Reber, Kenneth C / Devore, Cary D / Cook, Patrick L | 401 W Evergreen Ave | | Palmer | AK | 99645-6956 | 9077461999 |
| Ischi Inc / Ischi, Peter W / Ishci, Valerie | 44669 Sterling Hwy, Ste A | | Soldotna | AK | 99669-7915 | 9072629701 |
| Alaska Deep Freeze Holdings LLC / Gowda, Anand U / Reber, Kenneth C / Devore, Cary D / Cook, Patrick L | 777 E Parks Highway | | Wasilla | AK | 99654-8104 | 9073730098 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 780 Colonial Promenade Pkwy | | Alabaster | AL | 35007-3119 | 2056210907 |
| Fourteen Foods LLC | 3143 Highway 280 | | Alexander City | AL | 35010-4418 | 2564960404 |
| Atmaram LLC / Momin, Sohel N / Momin, Naushad Hussain / Bole, Umangrai / Momin, Gulrajali | 220 E Three Notch | | Andalusia | AL | 36420-3123 | 3342225911 |
| Fourteen Foods LLC | 1153 N Brindlee Mountain Pkwy | | Arab | AL | 35016-1060 | 2568439545 |
| Mily & Tammy LLC / Momin, Rizwan G / Momin, Hani M / Momin, Mohammedsadiq Sabb / Momin, Mohammedtaki Rashidali | 2924 Morgan Rd | | Bessemer | AL | 35022-6450 | 2058007045 |
| Sani-E-Zehra Inc / Momin, Salim G / Momin, Aamir | 5969 Chalkville Rd | | Birmingham | AL | 35235-8609 | 2056551250 |
| Fourteen Foods LLC | 4500 Overton Rd | | Birmingham | AL | 35210-3842 | 2059563621 |
| Fourteen Foods LLC | 5295 US Hwy 280 S | | Birmingham | AL | 35242-5315 | 2059811501 |
| Sims Development Group LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 384 Palisades Blvd | | Birmingham | AL | 35209-5153 | 2059430728 |
| Fourteen Foods LLC | 1905 US Highway 431 | | Boaz | AL | 35957-5915 | 2562819305 |
| Fourteen Foods LLC | 16857 Hwy 280 | | Chelsea | AL | 35043-8311 | 2056783110 |
| Khaybar Inc / Momin, Mazarali Gulammohamed / Momin, Sumanabanu Mazarali / Momin, Sophia / Momin Sahidhusain Khadimhusain | 32871 US 280 | | Childersburg | AL | 35044 | 2563463355 |
| Saboo Foods Inc / Momin, Salim G / Momin, Munis N | 6723 Deerfoot Pkwy | | Clay | AL | 35048 | 2056801337 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 1840 Lee Ave SW | | Cullman | AL | 35055-5265 | 2567758870 |
| Shri Shakti Inc / Patel, Chirag Vishnukumar / Patel, Vishnu | 3219 Pt Mallard Pkwy | | Decatur | AL | 35603-5769 | 2563500050 |
| Gradic, Andress / Gradic, Phillip | 618 Alice Street S | | Dothan | AL | 36301-2424 | 3347944380 |
| Mirakhan LLC / Sodagar, Salimkhan M / Pathan, Asimkhan M | 3131 Ross Clark Cir NW | | Dothan | AL | 36303-3037 | 3347935222 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--------------------------------|----------|--------------|----|------------|------------|
| MP & SAL Inc / Mirashi, Aneil N / Patel, Divyesh Jayantilal / Mohlal, Hoor M / Momin, Aliraja K / Master, Alinanki K / Munshi, Mohmadiftekhar M | 650 N Claxton Ave | | Elba | AL | 36323-1505 | 3348975188 |
| Najir LLC / Bhonhariya, Najirahemad N / Ali, Uzma I / Patel, Heema M | 648 Boll Weevil Cir, Ste C | | Enterprise | AL | 36330-2734 | 8609333831 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 1486 S Eufaula Ave | | Eufaula | AL | 36027-3161 | 3342324718 |
| Fourteen Foods LLC | 2908 Florence Blvd | | Florence | AL | 35630-9553 | 2564836200 |
| Fourteen Foods LLC | 1270 S McKenzie St | | Foley | AL | 36535 | 2515976943 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 1020 Glenn Blvd SW | | Fort Payne | AL | 35967-8413 | 2568444775 |
| Fourteen Foods LLC | 415 E Meighan Blvd | | Gadsden | AL | 35903-1050 | 2565477393 |
| McMath 3 Corp / McMath, Byron G / McMath, Beverly / McMath, Bliss / McMath, Breana / McMath II, Byron | 391 Fieldstown Rd | | Gardendale | AL | 35071-2490 | 2056316001 |
| Fourteen Foods LLC | 3800 Gulf Shores Pkwy, Ste 400 | | Gulf Shores | AL | 36542-2837 | 2519675555 |
| Abeda Inc / Momin, Naushad Hussain / Momin, Mohmedkamil S | 14471 US Hwy 431 S | | Guntersville | AL | 35976-2529 | 2565710344 |
| J-Nan Inc / Jordan, Rexford J / Neal, Wayne / Neal, Norma Gail / Neal, Jason W | 812 NE Main St | | Hanceville | AL | 35077-5461 | 2568871374 |
| Jyotsna & Brinda Inc / Patel, Jaiminkumar Nareshkumar / Patel, Nareshkumar Kantilal / Patel, Binda Ashokkumar | 1906 Hwy 31 SW | | Hartselle | AL | 35640-2832 | 2567736434 |
| Aanvi Inc / Patel, Bhavik R / Patel, Dharmendra R / Patel, Chetanbhai B / Patel, Nikunj B / Patel, Sujikkumar B / Patel, Pragneshkumar S | 1122 Tyson Rd | | Hope Hull | AL | 36043-5707 | 3342884307 |
| Great Treats LLC / Thomas, Randy S / Thomas, Grovealee K | 1349 Hueytown Rd | | Hueytown | AL | 35023-2440 | 2054912798 |
| Cusundae LLC / Van Buskirk, Richard H / Van Buskirk, David L / O'Brien, Michael Richard | 10019 Memorial Pkwy SE | | Huntsville | AL | 35803-1009 | 2562883585 |
| Cusundae LLC / Van Buskirk, Richard H / Van Buskirk, David L / O'Brien, Michael Richard | 214 Oakwood Ave NE | | Huntsville | AL | 35811-1963 | 2567169185 |
| Cusundae LLC / Van Buskirk, Richard H / Van Buskirk, David L / O'Brien, Michael Richard | 4116 University Dr NW | | Huntsville | AL | 35816-3004 | 2564891202 |
| MMBP Inc / Bastakoti, Govinda / Master, Alinaki K / Patel, Divyesh Jayantilal / Munshi, Mohmadiftekhar M / Mohlal, Hoor / Momin, Aliraja K | 3607 N College Ave | | Jackson | AL | 36545-2228 | 2512460083 |
| Gazi LLC / Momin, Mohamed R / Momin, Nazim Razaali / Momin, Mohamad Shomit Muz / Momin, Naziyabanu | 411 Sr 21 | | Jacksonville | AL | 36265 | 2563652240 |
| Mehdi LLC / Momin, Ali M / Momin, Mohmedkamil S / Momin, Sadikali Kamarali | 279 Hwy 78 W | | Jasper | AL | 35501-3739 | 2052213989 |
| Patel, Nareshkumar K | 7584 US Hwy 72 W | | Madison | AL | 35758-9555 | 2568900802 |
| Cusundae LLC / Van Buskirk, Richard H / Van Buskirk, David L / O'Brien, Michael Richard | 11128 County Line Rd | | Madison | AL | 35756-2010 | 2563252740 |

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|---|--------------------------|-----------------|---------------|-----------|------------|--------------|
| Circle K Stores Inc | 14930 S US Highway 231 | | Midland City | AL | 36350-6348 | 3349842204 |
| Sai Ganesha Inc / Patel, Divyesh Jayantilal | 7507 Moffat Rd | | Mobile | AL | 36618-4193 | 2512177190 |
| K & P Investments Inc / Strunk, Shannon R / Strunk, Cynthia / Pugh, Kristin / Pugh, Parker / Baber, Shane / Wood, Lauren | 106 S University Blvd | | Mobile | AL | 36608-3045 | 2517256357 |
| K & P Investments Inc / Strunk, Shannon R / Strunk, Cynthia / Pugh, Kristin / Pugh, Parker / Baber, Shane / Wood, Lauren | 1354 Government St | | Mobile | AL | 36604-2008 | 2513008852 |
| K & P Investments Inc / Strunk, Shannon R / Strunk, Cynthia / Pugh, Kristin / Pugh, Parker / Baber, Shane / Wood, Lauren | 3213 Springhill Ave | | Mobile | AL | 36607-1809 | 2514799300 |
| Zahida LLC / Momin, Tanveera Ajmeri / Momin, Sumanabanu M / Momin, Sophia | 4318 Mobile Hwy | | Montgomery | AL | 36108-5106 | 3342887001 |
| Turner, Pat / Turner, Rita | 6120 Atlanta Hwy | | Montgomery | AL | 36117-2806 | 3342449490 |
| Mmpm Inc / Momin, Fauzul Husan / Mohlal, Hoor M / Master, Alinaki K / Munshi, Mohmadiftekhar M / Momin, Aliraja K / Patel, Divyesh Jayantilal | 3160 Taylor Rd | | Montgomery | AL | 36116-6767 | 3342721818 |
| Fourteen Foods LLC | 1601 Avalon Ave | | Muscle Shoals | AL | 35661-3113 | 2563665376 |
| Fourteen Foods LLC | 3033 Tyler Dr | | Northport | AL | 35476-3287 | 2053186268 |
| Alina Inc / Momin, Mazarali G / Momin, Sumanabanu M / Momin, Sophia | 2019 Pepperell Pkwy | | Opelika | AL | 36801-5441 | 3347429500 |
| Fourteen Foods LLC | 25741 Perdido Beach Blvd | | Orange Beach | AL | 36561-6604 | 2519812155 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 2026 US Hwy 78 E | | Oxford | AL | 36203-2057 | 2564030015 |
| RST Foods Inc / Momin, Mohmedkamil I / Momin, Shamana / Momin, Mohammednaki S / Momin, Alishah Bachubhai / Sabusa, Mohamadtaki V | 1958 Highway 231 S | | Ozark | AL | 36360-2876 | 3347745350 |
| Fourteen Foods LLC | 2258 Pelham Pkwy | | Pelham | AL | 35124-1376 | 2057338075 |
| Bmc Treats LLC / Coppock, Natalie J / Burcham, William Jospeh | 2034 Martin St S | | Pell City | AL | 35128-2326 | 2053383755 |
| Phenix 11 Inc / Patharwala, Sajid R / Momin, Parvezhusen M / Khatoon, Anees | 11 Ashwood Dr | | Phenix City | AL | 36867-2323 | 3342917803 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 205 Interstate Park Dr | | Prattville | AL | 36066-7330 | 3343651568 |
| Fourteen Foods LLC | 2579 Cobbs Ford Rd | | Prattville | AL | 36066-7709 | 3343504936 |
| Diaa & Sai Inc / Munshi, Mohmadiftekhar M / Master, Alinaki K / Patel, Divyesh Jayantilal / Momin, Rizwan G | 617 Celeste Rd | | Saraland | AL | 36571-2012 | 2512870836 |
| Circle K Stores Inc | 21700 John T Reid Pkwy | | Scottsboro | AL | 35768-7903 | 2562594114 |
| Zehra LLC / Momin, Aliraja / Momin, Parvezhusen M / Momin, Jiyabanu S / Momin, Mohmedraza Salim | 515 W Ft Williams | | Sylacauga | AL | 35150-2437 | 2562452188 |

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|--|----------------------|-----------------|--------------|-----------|------------|--------------|
| K & S Foods Inc / Momin, Mohmedkamil I / Sabusa, Mohamadtaki V / Munshi, Mohmadiftekhar M | 1309 Gilmer Ave | | Tallassee | AL | 36078-1098 | 3342833440 |
| Zainabbas Inc / Momin, Mohmedkamil I / Momin, Mohammednaki S / Momin, Shamana | 805 Highway 231 S | | Troy | AL | 36081-3168 | 3345662228 |
| Fourteen Foods LLC | 1091 Southview Ln | | Tuscaloosa | AL | 35405-6392 | 2057585878 |
| Momin Brothers Foods Inc / Momin, Ikbal / Momin, Duraksha / Momin, Alminzehra / Momin, Salim G | 3550 20th Ave | | Valley | AL | 36854-3205 | 3346311221 |
| Tufail & Tamanna Inc / Momin, Abrarali Imtiyazali | 308 S Main St | | Wetumpka | AL | 36092-2805 | 3345149552 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 3005 Pine Street | | Arkadelphia | AR | 71923 | 8704641135 |
| Ragtag LLC / Gallant, Tammy A / Gallant, Ross A | 755 S Saint Louis St | | Batesville | AR | 72501-5822 | 8707933303 |
| Rdmr Inc / Lowe, Rodney B / Lowe, Dyanna M | 1 Riordan Rd | | Bella Vista | AR | 72714-3516 | 4798552362 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 2014 Highway 5 N | | Benton | AR | 72019-6331 | 5017946230 |
| SMDG - Bentonville LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 1302 SE Walton Blvd | | Bentonville | AR | 72712-3720 | 4793672124 |
| You Scream I Scream Enterprises LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 1000 W Main St | | Cabot | AR | 72023-2431 | 5012866141 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 1222 S Rogers St | | Clarksville | AR | 72830-9159 | 4797746907 |
| Tri-Cone Corporation / Stroth, Scott / Stroth, Jeannie | 2650 Donaghey Ave | | Conway | AR | 72032-2317 | 5015046054 |
| Quarles Restaurant Group LLC / Quarles, Michael D / Quarles, Kelly R | 2201 N West Ave | | El Dorado | AR | 71730-3353 | 8704445015 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 310 W Main St | | Farmington | AR | 72730-2619 | 4792674444 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 2091 N Crossover Rd | | Fayetteville | AR | 72703-4327 | 4793324259 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 43 S Broadview St | | Greenbrier | AR | 72058-9231 | 5016790618 |
| O'Dell, Gregory K / O'Dell, Wendy A | 428 S Main St | | Harrison | AR | 72601-5506 | 8707431743 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 708 W Grand | | Hot Springs | AR | 71913-3529 | 5016236422 |
| Ice Cream Joint LLC / Patel, Anand R / Das, Kalpesh R | 4100 E Johnson Ave | | Jonesboro | AR | 72405-8837 | 8703360425 |
| Second I C Joint LLC / Patel, Anand R / Das, Kalpesh R | 2005 S Madison St | | Jonesboro | AR | 72401-4962 | 8703335342 |
| You Scream I Scream Enterprises LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 6100 W 12th St | | Little Rock | AR | 72204-1504 | 5016618171 |

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|--|-----------------------------|-----------------|----------------|-----------|------------|--------------|
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 19428 Cantrell Rd | | Little Rock | AR | 72223-4422 | 5016734027 |
| Rdmr Inc / Lowe, Rodney B / Lowe, Dyanna M | 119 S Bloomington St | | Lowell | AR | 72745-9493 | 4797700808 |
| Farrar Investments Inc / Farrar, Alvin D / Farrar, Kathy | 501 E Main St | | Magnolia | AR | 71753-3637 | 8702344741 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 266 Highway 425 N | | Monticello | AR | 71655-4012 | 8704609009 |
| Magness Oil Company / Magness, Benny W / Magness, Janie A | 140 S Main St | | Mountain Home | AR | 72653-3849 | 8704257818 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 2007 E Main St | | Russellville | AR | 72802-5361 | 4795675593 |
| Life Takes Us Places LLC | 261 Highway 62 E | | Salem | AR | 72576-9546 | 8708954333 |
| You Scream Holdings LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 708 E Beebe Capps Expy | | Searcy | AR | 72143-7093 | 5012034110 |
| You Scream I Scream Enterprises LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 3263 Highway 167 | | Sheridan | AR | 72150 | 8709427216 |
| You Scream I Scream Enterprises LLC / Denton, Todd A / Lively, Robert B / Lively, Nelson R | 1550 Country Club Rd | | Sherwood | AR | 72120-5095 | 5018647441 |
| Sdg-Siloam Springs LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 102 Highway 412 E | | Siloam Springs | AR | 72761-4771 | 4793732222 |
| Sdg-Springdale LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 1471 W Sunset Ave | | Springdale | AR | 72764-5264 | 4793472082 |
| SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 633 E Henri de Tonti Blvd | | Tontitown | AR | 72762 | 4793345680 |
| CNR Food Services Inc / Patel, Narendra G (Nick) | 900 N Airport Rd | | West Memphis | AR | 72301-2801 | 8705592458 |
| Arcn Inc / Patel, Prashant N / Patel, Navin A | 7810 Sheridan Rd | | White Hall | AR | 71602-3233 | 8702472717 |
| Paul, Rajiv | 3905 N 107th Ave | | Avondale | AZ | 85392-5696 | 6237725997 |
| J Thompson Foods LLC / Thompson Sr, Jimmy D / Thompson, Linda L | 6548 E Cave Creek | | Cave Creek | AZ | 85331-8643 | 4804882819 |
| Azg&C LLC / Cowgur, Stephen J / Cowgur, Greg E / Cowgur, Wayne S | 4911 S Arizona Ave | | Chandler | AZ | 85248-4620 | 4802456081 |
| Azg&C LLC / Cowgur, Stephen J / Cowgur, Greg E / Cowgur, Wayne S | 4021 S Gilbert Rd | | Chandler | AZ | 85249-2702 | 4806868376 |
| Cook LLC / Cook, Christopher W / Cook, Teri A / Cook, Lawrence M / Cook, Katherine E | 437 N Gilbert Rd | | Gilbert | AZ | 85234-4529 | 4808929180 |
| C & L Scott Inc / Scott, Chad J / Scott, Leslie D | 1696 N Higley Rd | | Gilbert | AZ | 85234-1603 | 4809246550 |
| Azg&C LLC / Cowgur, Stephen J / Cowgur, Greg E / Cowgur, Wayne S | 2770 S San Tan Village Pkwy | | Gilbert | AZ | 85295-0271 | 4809350024 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|---------------------------|------------------------|-------------|-----------|------------|--------------|
| W M K Lee Enterprises Inc / Lee, Wayne E | 6768 W Deer Valley Dr | | Glendale | AZ | 85310-5949 | 6238251549 |
| Easy Chill'n Corp / Street, William L / Street, Tresa K | 5930 W Greenway Rd Ste 28 | | Glendale | AZ | 85306-3291 | 6025471292 |
| MMPR Hospitality LLC / Kalra, Ramandeep Singh / Kalra, Puja | 13365 W McDowell Rd | | Goodyear | AZ | 85395-2631 | 6232717289 |
| T & K Foods LLC / Kerich, Maria L / Kerich, James M / Trimble, Rosela T | 7770 S 51st Ave | | Laveen | AZ | 85339-1000 | 6026031586 |
| C & L Scott Inc / Scott, Chad J / Scott, Leslie D | 316 S Power Rd | | Mesa | AZ | 85206-5217 | 4809855676 |
| Mb Treats LLC / Barrett, Matthew J / Lee, Wayne E | 5936 E McKellips Rd | | Mesa | AZ | 85215-2755 | 4808302600 |
| A & S Treats LLC / Parikh, Rakesh / Parikh, Roshni B | 541 E Southern Ave | | Mesa | AZ | 85204-4923 | 4808988896 |
| Roshrak LLC / Parikh, Rakesh / Parikh, Roshni B | 2754 S Alma School Rd | | Mesa | AZ | 85210-4028 | 4808208914 |
| W M K Lee Enterprises Inc / Lee, Wayne E | 8889 W Peoria Ave | | Peoria | AZ | 85345-6442 | 6234863361 |
| D & Q Treats Inc / Allen, Andrew Charles / Kingery, Kyla June | 4751 E Warner Rd | | Phoenix | AZ | 85044-3303 | 4805981996 |
| Cipriani Enterprises Inc / Cipriani, William A (Estate) / Cipriani, Joanna H | 2623 W Northern | | Phoenix | AZ | 85051-4850 | 6029950513 |
| Steele, Charlotte M / Steele, Donald L | 2734 W Camelback Rd | | Phoenix | AZ | 85017-3212 | 6022490432 |
| D & Q Treats Inc / Allen, Andrew Charles / Kingery, Kyla June | 4140 E Thomas Rd | | Phoenix | AZ | 85018-7516 | 6029563801 |
| JWE Family LLC / Epley, John W | 4231 W Dunlap | | Phoenix | AZ | 85051-3653 | 6239399228 |
| TIHl Cave Creek Rd Inc / Lowe, Tony L | 12641 N Cavecreek Rd | | Phoenix | AZ | 85022-5832 | 6029921330 |
| TI BI Inc / Lowe, Tony L | 5050 N Central Ave | | Phoenix | AZ | 85012-1506 | 6022749747 |
| Jcb Treats Inc / Beck, Jon M / Beck, Chandra M | 761 E Union Hills Dr | | Phoenix | AZ | 85024-2903 | 6024827639 |
| MMPR Post Falls Hospitality LLC / Kalra, Ramandeep S / Kalra, Puja | 4809 N 75th Ave | | Phoenix | AZ | 85033-1331 | 6238488442 |
| MMPR Post Falls Hospitality LLC / Kalra, Ramandeep S / Kalra, Puja | 12456 N 28th Dr | | Phoenix | AZ | 85029-2433 | 6029421496 |
| TIHl Bell Rd Inc / Lowe, Tony L | 3550 E Bell Rd | | Phoenix | AZ | 85032-2713 | 6027880261 |
| Paul, Rajiv | Desert Sky Mall | 7611 W Thomas Rd #G008 | Phoenix | AZ | 85033-5458 | 6238492440 |
| Kalra Hospitality LLC / Kalra, Ramandeep Singh / Kalra, Puja | 3308 E Baseline Rd | | Phoenix | AZ | 85042-9645 | 6023686900 |

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|---|--------------------------------|-----------------------------|------------------|-----------|------------|--------------|
| Martija, M Leticia | 2230 N Scottsdale Rd | | Scottsdale | AZ | 85257-2125 | 4809470577 |
| Zygutis, Arnold A / Zygutis, Susan | 10263 N Scottsdale Rd | | Scottsdale | AZ | 85253-1424 | 4809910198 |
| VAH LLC / Paul, Rajiv | 10799 Grand Ave | | Sun City | AZ | 85351-3457 | 6239773303 |
| PRL Treats LLC / Leonard, Rick E / Leonard, Paula L | 13623 W Camino Del Sol | | Sun City West | AZ | 85375-4413 | 6232146542 |
| Raknro LLC / Parikh, Rakesh / Parikh, Roshni B | 7510 S Rural Rd | | Tempe | AZ | 85283-4658 | 4808317274 |
| Allisgood.Bu LLC / Chaves, Andres P / Modaff, Charilyn S | 27782 Aliso Creek Rd Ste A-100 | | Aliso Viejo | CA | 92656-3822 | 9493620623 |
| Gonzalez, Jaime / Gonzalez, Maria | 607 E 18th St | | Antioch | CA | 94509-2745 | 9257574845 |
| Qualis Foods LLC / Raza, Rashid | 56265 State Highway 371 | | Anza | CA | 92539 | 9512927604 |
| Parkash Business Center Inc / Abrol, Chetan | 71808 W Baker Blvd | | Baker | CA | 92309 | 7607334170 |
| Grau, Joana I / Grau, Andres G | 18525 Valley Blvd | | Bloomington | CA | 92316-1829 | 9094211151 |
| Camarena, John A | 2255 Winchester Blvd | | Campbell | CA | 95008-3426 | 4088662390 |
| JJ's Empire Inc / Singh, Jatinder / Singh, Rajinder | 816 Bay Ave | | Capitola | CA | 95010-2164 | 8314758325 |
| CVQSRDQ Inc / Singh, Amrit / Chandi, Sandeep S / Chandi, Susana E | 69050 Vista Chino | | Cathedral City | CA | 92234-4803 | 7603259100 |
| Jung & Son Inc / Jung, Hun Tae / Min, Hye S | 6855 Greenback Ln | | Citrus Heights | CA | 95621-5431 | 9167215330 |
| Dever Capital Management LLC / Engler, Craig K | 310 W El Norte Pkwy | | Escondido | CA | 92026-1925 | 7607400737 |
| Joswev Enterprise Inc / Mallari, Jose M / Mallari, Wevina A | 13004 Harbor Blvd | | Garden Grove | CA | 92843-1716 | 7146369755 |
| Chrisella USA Inc / Mallari, Jose M / Mallari, Wevina A | 12510 Valley View St | | Garden Grove | CA | 92845-2006 | 7148986488 |
| TJ and DC Inc / Le, Diem-Chi | 102 Pacific Coast Hwy | | Huntington Beach | CA | 92648-5159 | 7143744408 |
| CVQSRDQ Inc / Singh, Amrit / Chandi, Sandeep S / Chandi, Susana E | 81977 Indio Blvd | | Indio | CA | 92201 | 7602896379 |
| Premier Business Connection / Han, Hyong Hun / Han, Hyeshim | Lake Elsinore Outlet Mall | 17600 Collier Ave, Ste G159 | Lake Elsinore | CA | 92530-2642 | 9512451248 |
| Rostamijam, Gholamreza / Rostamijam, Mohammad H | 12260 Woodside Ave | | Lakeside | CA | 92040-3014 | 6195610142 |
| Hh & J Knoll Enterprises Inc / Knoll Sr, Harold W (Estate) / Knoll, Mayme J (Estate) / Knoll, John W (Estate) / Knoll, B Paulette / Knoll Jr, Harold W / Knoll, Virginia R (Estate) | 25635 Crucero Rd | | Ludlow | CA | 92338 | 7607334709 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------|-----------------|----------------|-----------|------------|--------------|
| A and G Enterprises, A General Partnership / Singh, Amrik / Mann, Gurdip S | 1138 S Main St | | Manteca | CA | 95337-9505 | 2098233108 |
| TJ and DC Inc / Le, Diem-Chi | 25882 El Paseo | | Mission Viejo | CA | 92691-6901 | 9493488189 |
| Jag Enterprises Partnership / Singh, Amrik / Mann, Gurdip S | 2508 Oakdale Rd | | Modesto | CA | 95355-9012 | 2095516428 |
| V C Ventures Inc / Williamson, Vonda K | 40720 California Oaks Rd | | Murrieta | CA | 92562-5727 | 9516776565 |
| One Chance Again Inc / Lee, Maribel / Lee, Michael J | 620 Mission Ave | | Oceanside | CA | 92054-2832 | 7607227030 |
| Ellering, Joseph M | 9295 Greenback Ln | | Orangevale | CA | 95662-4801 | 9169884015 |
| Blue Jay Foods Inc / Koza, Jonathan R / Koza, Janelle / Moffatt, Doug J / Moffatt, Brande | 1700 Churn Creek Rd | | Redding | CA | 96002-0236 | 5302231724 |
| Iskandar, Raous N | 664 E Redlands Blvd | | Redlands | CA | 92373-5242 | 9097922242 |
| Grau, Joana I / Grau, Andres G | 222 S Riverside Ave | | Rialto | CA | 92376-6453 | 9098750540 |
| Roseville Eats Inc / Matthews, Michael J / Matthews, Laurie L | 912 Douglas Blvd | | Roseville | CA | 95678-2712 | 9167829474 |
| Fine Earth Foods LLC / Khangura, Gurveer S / Sohal, Sarbjit K / Sohal, Bahader S / Khangura, Sukhbinder K | 2426 Fruitridge Rd | | Sacramento | CA | 95822-2244 | 9164277915 |
| A & R Services LLC / Rana, Muhammad Ali / Ali, Ayesha / Dhillon, Prince / Kaur, Jagrup | 3341 Arden Way | | Sacramento | CA | 95825-2022 | 9164894473 |
| Queen Verdemont LLC / Herrera, December M / Steeno, Thomas R / Steeno, Sophie D | 3164 Kendall Dr | | San Bernardino | CA | 92407-2010 | 9093526126 |
| Queen Arden LLC / Herrera, December M | 2238 N Arden Ave | | San Bernardino | CA | 92404-3596 | 9092809700 |
| Duan, Tsu Hsiang / Duan, Shu-Lin | 9299 Thornton Rd | | Stockton | CA | 95209-1859 | 2094731929 |
| Simple Earth Foods Inc / Khangura, Sukhbinder K / Khangura, Gurveer S / Sohal, Sarbijit K | 11355 Donner Pass Rd | | Truckee | CA | 96161-4952 | 5305877055 |
| Dhaliwal, Puneet Kaur | 191 Bella Vista Rd | | Vacaville | CA | 95687-5484 | 7074496468 |
| Fortune Frog LLC / Li, Xiao Fang / Song, Yi Wen / Roberts, Dustin M | 2120 Springs Rd | | Vallejo | CA | 94591-5545 | 7076430221 |
| Samra, Iqbal Singh / Samra, Amandeep Singh | 35858 Ghost Town Rd | | Yermo | CA | 92398 | 7602543790 |
| H & H Foods, A General Partnership / Hall, Michael D / Hall, Michelle A / Haro, Arthur | 1375 Live Oak Blvd | | Yuba City | CA | 95991-2919 | 5306712850 |
| D & A Inc / Patrick, B Scott / Irrevocable Trust Agreement For Establishment of Donald and Anita Patrick 1998 Trust To Benefit Todd S Patrick Family | 7580 W 64th Ave | | Arvada | CO | 80003-4412 | 3034241202 |
| Patrick Company Inc / Patrick, B Scott / Patrick, Todd S | 11631 W 64th Ave | | Arvada | CO | 80004-4312 | 3034244101 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|------------------------|----------|-------------------|----|------------|------------|
| Colorado Aurora Inc / Dejbakhsh, Dara / Dejbakhsh, Nader / Ulrich, Dennis C | 3701 Tower Rd | | Aurora | CO | 80011-3521 | 3035768001 |
| First Serve Inc / Paneitz, Daniel | 3265 28th St | | Boulder | CO | 80301-1408 | 3034439262 |
| LIX Brighton Inc / LIX Holding & Management CO / Shannon, Craig M / Shannon, Janice L / Flagg, Michael D | 2564 E Bridge St | | Brighton | CO | 80601 | 3036592282 |
| CcDQ Inc / Douglass, Immanuel Jay / Dennison, Brad E | 1329 Royal Gorge Blvd | | Canon City | CO | 81212-3837 | 7192693511 |
| Ltt Store, Inc / Wingert, Todd R / Wingert, M Louise | 132 S Wilcox St | | Castle Rock | CO | 80104-1911 | 3036884392 |
| LIX Fillmore LLC / LIX Holding & Management CO / Shannon, Craig M / Shannon, Janice L / Flagg, Michael D | 315 W Fillmore St | | Colorado Springs | CO | 80907-6043 | 7196326460 |
| Cool Runnings LLC / Mientka, Daniel M | 6813 Space Village Ave | | Colorado Springs | CO | 80915-9701 | 7195916092 |
| HRARG Dairy Commerce City LLC / Hra Restaurant Group LLC / Hannay, R Craig / Boemer, Jeron B | 14950 East 104th | | Commerce City | CO | 80022 | 3032889483 |
| Wilkerson, Larry K | 1127 E Main St | | Cortez | CO | 81321-3305 | 9705659266 |
| Kds Enterprises Inc / Kraft, Emily A / Kraft, Dustin W / Drumm, Stephanie A / Drumm, Kyle V / Slater, Rick C | 783 Crossroad Circle | | Elizabeth | CO | 80107 | 7205246822 |
| Colorado Fort Morgan Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 1224 Main St | | Fort Morgan | CO | 80701-2053 | 9708676438 |
| Horah LLC / Rash, Phillip D | 7010 S Hwy 85-87 | | Fountain | CO | 80817-1110 | 7193927755 |
| Colorado Kokopelli Blvd Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 598 Kokopelli Blvd | | Fruita | CO | 81521-6300 | 9706398610 |
| LIX Glenwood Inc / LIX Holding & Management CO / Shannon, Craig M / Shannon, Janice L / Flagg, Michael D | 2550 Gilstrap Ct | | Glenwood Springs | CO | 81601-9735 | 9709455757 |
| Colorado North Ave Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 709 N Ave | | Grand Junction | CO | 81501-3138 | 9702455782 |
| Colorado Linden Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 272 Linden Ave | | Grand Junction | CO | 81503-4933 | 9702416630 |
| GDQ Inc / Smith, Daniel L | 3190 W 10th St | | Greeley | CO | 80634-5363 | 9703510881 |
| GDQ Inc / Smith, Daniel L | 4401 Centerplace Dr | | Greeley | CO | 80634 | 9703394776 |
| Shri Radha Nilkamal LLC / Patel, Deep K | 4650 S Yosemite St | | Greenwood Village | CO | 80111-1227 | 7202874283 |
| Lix La LLC / Lix Holding & Management Co / Shannon, Craig M / Shannon, Janice L / Flagg, Michael D | 325 6th St | | Las Animas | CO | 81054-1713 | 7194562345 |
| Eagle Country Ventures LLC / Perry, Jody L / Perry, Michelle M | 5005 S Kipling Pkwy | | Littleton | CO | 80127-7930 | 3039720347 |
| Belltn Ltd / Wingert, Todd R / Litchkowski, Noel R / Wingert, Mamie Louise | 2897 W Belleview Ave | Unit A | Littleton | CO | 80123-8938 | 3037301066 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-----------------------------|---------------------|---------------|-----------|------------|--------------|
| Zieglin Inc / Stockert, Stephen S / Stockert, Julie L | 1945 N Main St | | Longmont | CO | 80501-1913 | 3037766552 |
| LIX Inc / LIX Holding & Management CO / Shannon, Craig M / Shannon, Janice L / Flagg, Michael D | 705 1st Ave | | Monte Vista | CO | 81144-1401 | 7198522180 |
| Roslien, Richard L | 19320 E Plaza Dr | | Parker | CO | 80138-9066 | 3038410277 |
| Dio Mercantile Co / Diodosio, Warren M / Diodosio, Warren J / Diodosio, Robert S | 2105 Oakshire Ln | | Pueblo | CO | 81001-4740 | 7195450198 |
| LIX Sterling Inc / LIX Holding & Management CO / Shannon, Craig M / Shannon, Janice L / Flagg, Michael D | 700 W Main St | | Sterling | CO | 80751-2922 | 9705225864 |
| Lix Grant LLC / Lix Holding & Management Co / Shannon, Craig M / Shannon, Janice L / Flagg, Michael D | 10140 Grant St | | Thornton | CO | 80229-2051 | 3039201897 |
| 79 Porcupine Ltd / Strub, James A | 7960 Sheridan Blvd | | Westminster | CO | 80003-6213 | 3034274270 |
| Rd & C Stores Inc / Slater, Rick C / Porter, Clay D | 503 E 8th Ave | | Yuma | CO | 80759-2139 | 9708488411 |
| S & R Brookfield LLC / Bomba, Timothy W / Dell, Ryan C | 138 Federal Road | | Brookfield | CT | 06804 | 2038850330 |
| DQCT Inc / Stetzer, Glenn / O'Neill, Jennifer S / Matusik, Christopher J / Matusik, Anthony T | 51 Shunpike Rd | | Cromwell | CT | 06416-2497 | 8606130080 |
| Cassetta Management Group LLC / Cassetta, Michael J / Cassetta, Paul M | 2834 Main Street | | Glastonbury | CT | 06033 | 8607818042 |
| Baum, David K | 684 Hartford Rd | | Manchester | CT | 06040-4722 | 8606471076 |
| Chaosky Jr, George S | 956 Broad St | | Meriden | CT | 06450-3471 | 2032387888 |
| TCB Investments Inc / Stetzer, Glenn / O'Neill, Jennifer S / Matusik, Christopher J / Matusik, Anthony T | 1731 Meriden-Waterbury Tpke | | Milldale | CT | 06467-0306 | 8606215735 |
| C & T Investments Inc / Stetzer, Glenn / O'Neill, Jennifer S / Matusik, Christopher J / Matusik, Anthony T | 59 Washington Ave | | North Haven | CT | 06473-1727 | 2032347757 |
| Ejchorszt, Lawrence J / Ejchorszt, Margaret A | Oak Tree Plaza | 276 W Main St Ste 6 | Norwich | CT | 06360-5435 | 8608877996 |
| Cassetta, Michael J / Cassetta, Rosemary | 900 Portland Cobalt Rd | | Portland | CT | 06480-1719 | 8603425280 |
| South Wind 845 LLC / Larkin, Robert W / Somerset, Gary G | 845 Sullivan Ave | | South Windsor | CT | 06074-2047 | 8604322880 |
| Cellucci, Carolyn | 159 Norwich Ave | | Taftville | CT | 06380-1217 | 8608894477 |
| 213 Chase Ave LLC / Hashimi, Rahman | 213 Chase Ave | | Waterbury | CT | 06704-2235 | 2035283052 |
| M Langer LLC / Langer, Michael P | 109 Boston Post Rd | | Westbrook | CT | 06498-1738 | 8606698768 |
| G & C Bear LLC / Jordan, Michael D / Fisk III, Charles L | 200 Buckley Blvd | | Bear | DE | 19701-1299 | 3023282200 |

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|---|-----------------------------------|----------|---------------|----|------------|------------|
| Ice Cream Holdings Two Inc / Patel, Tajesh Dilip / Patel, Kamlesh M / Patel, Urveshkumar D / Patel, Purveshkumar S / Patel, Chandrakant K / Patel, Hiteshbhai B / Patel, Neel D / Patel, Dhaval Bhavesh | 3014 S Dupont Hwy | | Camden | DE | 19934-1368 | 3026976800 |
| Ice Cream Holdings Inc / Patel, Tajesh Dilip / Patel, Kamlesh M / Patel, Urveshkumar D / Patel, Purveshkumar S / Patel, Chandrakant K / Patel, Hiteshbhai B / Patel, Bhavesh | 16 Salt Creek Dr | | Dover | DE | 19901-2436 | 3025005520 |
| Diehl Ventures LLC / Diehl, Jeremy J / Diehl, Ashley T | 107 E Savannah Rd | | Lewes | DE | 19958-1126 | 3026459284 |
| G & C Jordan LLC / Jordan, Michael D | 802 Kohl Ave | | Middletown | DE | 19709-4703 | 3022607296 |
| Schatz Treats LLC / Schatzschneider, Christopher M / Schatzschneider, Rhonda L | 1000 N Walnut St | | Milford | DE | 19963-1245 | 3024229429 |
| Wilson Baker Inc / Baker, W Wayne / Baker, D Allan / Baker, Mark W / Baker, Matthew J / Vieira, Lori B / Baker, Holly L | 1606 Bay Rd Ste 1 | | Milford | DE | 19963-6106 | 3023350949 |
| Mills 40782 LLC / Diehl, Jeremy J / Diehl, Ashley T / Jones, Kyle D / Jones, Mary E | 129 Main St | | Millsboro | DE | 19966-8410 | 3029347240 |
| G & C Newark LLC / Jordan, Michael D / Fisk III, Charles L | 374 E Chestnut Hill Rd | | Newark | DE | 19713-2759 | 3027375071 |
| Wilson Baker Inc / Baker, W Wayne / Baker, D Allan / Baker, Mark W / Baker, Matthew J / Vieira, Lori B / Baker, Holly L | 9072 Middleford Rd | | Seaford | DE | 19973-7855 | 3026288071 |
| Yogiraj Nine LLC / Patel, Pragneshkumar K / Mahant Holding Inc / Patel, Pragneshkumar K / Patel, Tanujaben P | 803 E Semoran Blvd | | Apopka | FL | 32703-5500 | 4078868558 |
| Stuckey's Dairy Queen of Bagdad Inc / Stuckey Jr, W S / Grimes, Bruce | 3675 Garcon Point Rd Hwy 191 | | Bagdad | FL | 32530 | 8506232522 |
| K & S Bradenton LLC / Patel, Bhadrash A / Patel, Rameshbhai J | 7155 State Road 70 E | | Bradenton | FL | 34203-9769 | 9412514300 |
| Fourteen Foods LLC | 8307 State Road 64 | | Bradenton | FL | 34212-9508 | 9417081792 |
| Rosewood87 Inc / Sepulveda, David A / Strasser, Terrence A | 602 W Brandon Blvd (Hwy 60) | | Brandon | FL | 33511-5006 | 8136534049 |
| Classic Curls Inc / Byrne, Daniel E / Byrne, June M | 901 S Broad St | | Brooksville | FL | 34601-3108 | 3527549333 |
| Fourteen Foods LLC | 720 N Tyndall Pkwy | | Callaway | FL | 32404-3218 | 8502575809 |
| Fourteen Foods LLC | 1419 NE PiNE Island Rd | | Cape Coral | FL | 33909-2106 | 2395748239 |
| Kraus, Ronald E / Kraus, Kathy A / Kraus Company Inc / Kraus, John E | 2525 Skyline Blvd | | Cape Coral | FL | 33914-7713 | 2394584410 |
| Patel, Krunal | 11 NE 203rd Ave | | Cross City | FL | 32628 | 3524987500 |
| Atmaram Inc / Shaikh, Matin / Malek, Samir | 727 N Suncoast Blvd | | Crystal River | FL | 34429-5479 | 3527955800 |
| Yogiraj Four LLC / Mahant Holding Inc / Patel, Pragneshkumar K | 70 N Charles Richard Beall Blvd | | DeBary | FL | 32713 | 3863200746 |
| Yogiraj One LLC / Patel, Pragneshkumar K | 511 E International Speedway Blvd | | Deland | FL | 32724-2429 | 3868736050 |

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|---|------------------------|----------|------------------|----|------------|------------|
| Courtney's Treat Store II LLC / Filippelli, Joseph A / Filippelli, Courtney M | 1688 Main St | | Dunedin | FL | 34698-4758 | 7276482434 |
| Fourteen Foods LLC | 211 E Nine Mile Rd | | Ensley | FL | 32534-3146 | 8503770634 |
| Simrin Inc / Dhar, Hemantkumar A / Patrawala, Rita / Momin, Shohel A | 2784 Sadler Rd | | Fernandina Beach | FL | 32034-4566 | 9043212500 |
| R&M Same Here Inc / Groden, Mitchell J / Groden, Randi H | 5810 N Federal Hwy | | Fort Lauderdale | FL | 33308-2631 | 9547761432 |
| Kraus, John E / Kraus Company Inc / Kraus, John E | 14891 S Tamiami Trl | | Fort Myers | FL | 33912-1953 | 2394823145 |
| Fourteen Foods LLC | 3251 Colonial Blvd | | Fort Myers | FL | 33966-1033 | 2399316555 |
| Fourteen Foods LLC | 11533 State Road 82 | | Fort Myers | FL | 33913-2600 | 2393321476 |
| Fourteen Foods LLC | 9011 Cody Lee Rd | | Fort Myers | FL | 33912-4501 | 2397681238 |
| Fourteen Foods LLC | 13250 Palm Beach Blvd | | Fort Myers | FL | 33905-2024 | 2396942244 |
| Northern Stern Corp / Ayoroa, Juan A | 1000 Estero Blvd | | Fort Myers Beach | FL | 33931-2624 | 2394632300 |
| Maddox Holding Partners Inc / Maddox, Dewayne S / Maddox, Benjamin H | 16380 US Highway 331 S | | Freeport | FL | 32439-4100 | 8508354100 |
| Millie & Mahi LLC / Patel, Jayur S / Patel, Sandhya J | 9700 NW 39th Ave | | Gainesville | FL | 32606-7324 | 3523330830 |
| Patel, Krunal V / Patel, Jeegisha K / Patel, Ekta M | 6547 US Highway 90 | | Glen St Mary | FL | 32040-5053 | 9042596411 |
| GI Melby LLC / Melby, Larry M / Melby, Gina A | 4828 Lake Worth Rd | | Greenacres | FL | 33463-3456 | 5618886814 |
| Land O' Sun Management Corporation / Fogg, Alan S Jr / Fogg, Stephen M / Rentz, Suzanne F | 2458 SW US 221 | | Greenville | FL | 32331-3114 | 8509482255 |
| Mfh Holdings Inc / Saenz, Carlos L | 14671 State Road 52 | | Hudson | FL | 34669-4001 | 7273784677 |
| Sweet Delights of Inverness Inc / Byrne, Daniel E / Byrne, June M | 1231 Highway 41 N | | Inverness | FL | 34450-3957 | 3524198521 |
| Wcs Enterprise Inc / Smolios, William B / Smolios, Cheryl L | 5947 Merrill Rd | | Jacksonville | FL | 32277-3424 | 9047431866 |
| Sahsah, Suleiman | 5812 University Blvd W | | Jacksonville | FL | 32216-4924 | 9047370988 |
| Aawn Middle Eastern Food Group Inc / Cougar, Mike | 5630 Normandy Blvd | | Jacksonville | FL | 32205-6249 | 9047819440 |
| Khuja of Jax Inc / Cougar, Mike | 9012 New Kings Rd | | Jacksonville | FL | 32219-2627 | 9044250012 |
| Njs Enterprises of Jax Inc / Smolios, William B | 12405 N Main St #9 | | Jacksonville | FL | 32218-2609 | 9047519000 |

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|---|------------------------------|-------------------------|--------------------|----|------------|------------|
| Ldma Inc / Cook, Layne D / Cook, Donna B | 13966 Village Lake Cir | | Jacksonville | FL | 32258-8459 | 9046193182 |
| Zoe Enterprises Inc / Smolios, William B / Smolios, Cheryl L | 902 N 3rd St | | Jacksonville Beach | FL | 32250-7153 | 9042462211 |
| Land O' Sun Management Corporation / Fogg, Alan S Jr / Fogg, Stephen M / Rentz, Suzanne F | 6580 US Highway 129 S | I-75 & US 129 (Exit 85) | Jasper | FL | 32052-3744 | 3867922679 |
| YM Business Ventures Inc / Malik, Yahyakhan A | 1217 W Vine St | | Kissimmee | FL | 34741-4046 | 4078466305 |
| Fourteen Foods LLC | 19817 Panama City Beach Pkwy | | Laguna Beach | FL | 32413-8721 | 8508094562 |
| Om Shanti Inc of Lakecity / Patel, Kalpen R / Patel, Dipak V | 2984 W US Hwy 90 | | Lake City | FL | 32055-4730 | 3862438988 |
| Mfh Brands Inc / Saenz, Carlos L / Saenz, Pamela A | 17826 Aprile Dr | | Land O' Lakes | FL | 34638 | 8133882503 |
| Fourteen Foods LLC | 351 Missouri Ave N | | Largo | FL | 33770 | 7273873091 |
| Yogiraj Three LLC / Patel, Pragneshkumar K / Patel, Tanujaben P | 609 N 14th St | | Leesburg | FL | 34748-4203 | 3524600540 |
| Guercio, Roy R / Guercio, Shirley J / Dunn, Suzanne Guercio | 817 S Ohio Ave | | Live Oak | FL | 32064-3818 | 3863627009 |
| Fourteen Foods LLC | 23671 State Rd 54 | | Lutz | FL | 33559-7306 | 8139498900 |
| Fourteen Foods LLC | 2800 S Highway 77 | | Lynn Haven | FL | 32444-5610 | 8502484545 |
| Fourteen Foods LLC | 2074 Highway 71 | | Marianna | FL | 32448-5357 | 8504821055 |
| Aasiya Inc / Malik, Mashkurabanu R / Malek, Zibran M | 2590 W Old US Hwy 441 | | Mount Dora | FL | 32757-3547 | 3523835092 |
| The Queen of Cream Inc / Marciano, Michael John / Marciano, Karen E | 694 9th St N | | Naples | FL | 34102-8131 | 2392618667 |
| Pasco Eateries of New Port Richey LLC / Potaris, William P | 6405 State Road 54 | | New Port Richey | FL | 34653-6010 | 7278491263 |
| Spring Hill Treats Lc / Kellin, Vicky L | 9200 Little Rd | | New Port Richey | FL | 34654-4222 | 7276972919 |
| Hudson Food Stores Inc / Smith, James H / Smith, Whitney S / Smith, Earlene | 24252 W Newberry Rd | | Newberry | FL | 32669-2211 | 3524721439 |
| Bush, Randall / Bush, Becky | 406 John Sims Pky E | | Niceville | FL | 32578-2026 | 8506781906 |
| GI Melby LLC / Melby, Larry M / Melby, Gina A | 124 US Highway 1 | | North Palm Beach | FL | 33408-5402 | 5613667748 |
| DQ of Zuber Fla Inc / Lyles, Jeannette M | 4430 W Hwy 326 | | Ocala | FL | 34482-1259 | 3526293417 |
| ROJE-Okeechobee LLC / Wesch, Robert J / Wesch, Janet N | 1212 S Parrott Ave | | Okeechobee | FL | 34974-5272 | 8637636675 |

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|---|---------------------------|----------|-------------------|----|------------|------------|
| Leaman, Craig / Leaman, Kathy | 348 Blanding Blvd | | Orange Park | FL | 32073-4323 | 9043750210 |
| Orange Park Treats Inc / Gallagher, Nancy R / Buchanan, Melissa / Geeser, Scott / Geeser, Melanie | 610 Kingsley Ave | | Orange Park | FL | 32073-5491 | 9042643207 |
| Yogiraj Two LLC / Patel, Pragneshkumar K | 3728 E Curry Ford Rd | | Orlando | FL | 32806-2601 | 4078967861 |
| Fourteen Foods LLC | 7825 E Colonial Dr | | Orlando | FL | 32807-8423 | 3216668950 |
| Fourteen Foods LLC | 14532 E Colonial Dr | | Orlando | FL | 32826-5121 | 4077454088 |
| Jadiba Coporation / Patel, Akshay J / Patel, Jayantibhai K / Patel, Jaimini D / Patel, Chandrika | 8650 Lee Vista Blvd | | Orlando | FL | 32829-8383 | 4079854065 |
| Fourteen Foods LLC | 960 W Mitchell Hammock Rd | | Oviedo | FL | 32765-8101 | 6899994103 |
| K & C Restaurants LLC / Graham, Dan | 4015 CR 216 | | Oxford | FL | 34484 | 3524610591 |
| Fourteen Foods LLC | 134 Alf Coleman Rd | | Panama City Beach | FL | 32407-2525 | 8502345850 |
| Tj's Scenic Hwy LLC / Johnson, Linda R | 7600 Scenic Hwy | | Pensacola | FL | 32504-6840 | 8504731111 |
| The Slusar Family Trust / Slusar, Karen F | 3311 Tamiami Tr | | Port Charlotte | FL | 33952-8051 | 9416256932 |
| Yogiraj Five LLC / Patel, Parth N / Patel, Pragneshkumar K / Mahant Holding Inc / Patel, Pragneshkumar K / Patel, Tanujaben P | 3817 Clyde Morris Blvd | | Port Orange | FL | 32129-2306 | 3864925800 |
| HRARG Dairy Fed Hwy LLC / HRA Restaurant Group LLC / Hannay, Craig R / Hamilton William A | 9019 S US Highway 1 | | Port St Lucie | FL | 34952-3448 | 7723230236 |
| Fourteen Foods LLC | 13316 US Highway 301 S | | Riverview | FL | 33578-9302 | 8135682192 |
| Mahi America Inc / Alkhaja, Riad | 2375 State Road 16 | | Saint Augustine | FL | 32084-0819 | 9048230999 |
| Waldbieser Foods Inc / Waldbieser, John D / Waldbieser, Shirley Lynn | 2601 13th St | | Saint Cloud | FL | 34769-4139 | 4078921880 |
| Begm LLC / Bayood, Mina D / Mikhail, Moamen Y / Girgiss, Hany F / Elsis, Sherin F | 3101 N 66th St | | Saint Petersburg | FL | 33710-3115 | 7273438424 |
| Meyers Family Investments LLC / Meyers, Ronald G | 1046 Periwinkle Way | | Sanibel | FL | 33957-6904 | 2394721170 |
| Jet Oil Inc / Shah, Mahesh R | 10950 Fellsmere Rd | | Sebastian | FL | 32958-7821 | 7725892375 |
| Danboy Enterprises Inc / Mahaffey, Daniel J | 3359 US Hwy 27 S | | Sebring | FL | 33870-5441 | 8633820477 |
| Fourteen Foods LLC | 2255 US Hwy 27 N | | Sebring | FL | 33870-1864 | 8633854105 |
| Chillworks Inc / Boeche, Jon D | 10820 Park Blvd | | Seminole | FL | 33772-5441 | 7273985236 |

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| Adams, Ronald L / Adams, Nina J (Estate) | 5240 E Silver Springs Blvd (Hwy 40) | | Silver Springs | FL | 34488-1710 | 3522364747 |
| Ap South Daytona LLC / Ahlers Jr, Aldo L / Ahlers, Michael S / Ahlers, Kathleen P / Ahlers Sr, Aldo L | 2270 S Ridgewood Ave | | South Daytona | FL | 32119-3071 | 3862651840 |
| Td Chill LLC / Turner, Gary A / Turner, Craig J / Doyscher, Tran T | 370 Suzanne Dr | | Spring Hill | FL | 34607-3930 | 3526842828 |
| Haryl Inc / Fairweather, Harold L / Fairweather, Cheryl M | 3403 N Hiatus Rd Ste1 | | Sunrise | FL | 33351-7502 | 9549905194 |
| Nida Investments Inc / Mohyuddin, Jamshaid (Dean) / Mohyuddin, Saima | 2227 N Monroe St | | Tallahassee | FL | 32303-4731 | 8503863326 |
| Fourteen Foods LLC | 1725 Capital Cir NW | | Tallahassee | FL | 32303-3115 | 8502101493 |
| K&S Tallahassee LLC / Patel, Bhadresh A / Patel, Rutesha / Patel, Sahil R / Patel, Rameshbhai J | 1319 Capital Cir SE | | Tallahassee | FL | 32301-5111 | 8504020424 |
| K&S Tallahassee II LLC / Patel, Bhadresh A / Patel, Rutesha / Patel, Sahil R / Patel, Rameshbhai J | 3687 Bradfordville Rd | | Tallahassee | FL | 32312 | 8508942443 |
| Kader, Nayeem Ahmed / Rahman, Mohammad Saydur / Uddin, Muhammad Salah / Uddin, Salah | 7105 N Pine Island Rd | | Tamarac | FL | 33321-2514 | 9547181004 |
| Property King Fletcher LLC / Wright, Kyle L | 2222 E Fletcher | | Tampa | FL | 33612-9402 | 8139716492 |
| Nekhaila Group Inc / Nekhaila, Sean D | 92661 US Hwy 1 (Overseas Hwy) | | Tavernier | FL | 33070-2761 | 3054403913 |
| Fourteen Foods LLC | 10830 N 56th St | | Temple Terrace | FL | 33617-3644 | 8139886132 |
| Fourteen Foods LLC | 1465 E Venice Ave | | Venice | FL | 34292-3064 | 9414852446 |
| Figuys LLC / Raafat, Marawan H / Kam, Check C | 14180 W Colonial Dr | | Winter Garden | FL | 34787-4205 | 4076141805 |
| Air Maintenance Corporation / Krzeszewski, Kathleen / Kreseski, Daniel P / Kreseski, Michael P | 37930 Medical Arts Ct | | Zephyrhills | FL | 33541-4323 | 8137802826 |
| DQ Acworth Inc / Ibraheem, Amgd K | 4958 Cowan Rd | | Acworth | GA | 30101 | 6789034090 |
| Parrish III, Julian | 109 S Adams St | | Adel | GA | 31620-2527 | 2298963565 |
| M & J of Albany Inc / Patel, Manoj J / Bukhari, Javeed H / Momin, Mansurali R / Momin, Aliraja K | 2401 Dawson Rd Ste A2 | | Albany | GA | 31707-1335 | 2294355050 |
| J&M of Albany LLC / Patel, Manoj J / Momin, Aliraja K / Momin, Mansurali R / Ali, Uzma I | 1804 E Oglethorpe Blvd | | Albany | GA | 31705-2933 | 2294326339 |
| The Lyoness Company Inc / Lyon, Walter W / Davis, R Lindsay / Ogden, Jade L | 202 N Pierce St | | Alma | GA | 31510-2536 | 9126326515 |
| Brahmco Inc / Brahmhatt, Kapil / Brahmhatt, Pallavi | 211 S Main St | | Alpharetta | GA | 30009-7104 | 7704756664 |
| Kanta LLC / Momin, Sohel N / Momin, Naushad Hussain / Patel, Digesh P | 5615 Commerce Blvd | | Alpharetta | GA | 30004-3988 | 4702685362 |

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|---|------------------------------|-----------------------------|-----------------|----|------------|------------|
| The Lyoness Company Inc / Lyon, Walter W / Davis, R Lindsay / Ogden, Jade L | 1321 E Lamar St | | Americus | GA | 31709-3846 | 2293800802 |
| Samuel LLC / Patel, Parth Bharatkumar | 756 E Washington Ave | | Ashburn | GA | 31714 | 2297789232 |
| Sabrin Inc / Momin, Arif Husain / Momin, Malika A / Momin, Nadim | 376 Oak St | | Athens | GA | 30601-3623 | 7062080507 |
| Jinan Corporation / Momin, Nadim M / Momin, Abrarali Imtiyazali / Momin, Mohamed Johel | 900 Highway 29 N | | Athens | GA | 30601-1513 | 7065215009 |
| Nuzhat Aquib Inc / Momin, Asifali F / Momin, Firdosbanu V | 410 North Ave NE | | Atlanta | GA | 30308-2501 | 4048746110 |
| Fishtail Hospitality LLC / Parajuli, Laxman / Ghimire, Raj / Parajuli, Chatura | The Mall At Peachtree Center | 231 Peachtree St NE Ste B71 | Atlanta | GA | 30303-1603 | 4043890682 |
| Amamzahra Inc / Momin, Shohel A / Momin, Asim A / Momin, Zamana M / Malik, Tehsim M | 2837 Central Ave | | Augusta | GA | 30909-3904 | 7066670001 |
| Tanzil Inc / Momin, Asim A / Momin, Zamana M / Momin, Maksudali M / Momin, Abidali M | 3149 Washington Rd | | Augusta | GA | 30907-3835 | 7068601400 |
| Anushazehra LLC / Momin, Asim A / Momin, Zamana M / Mansuri, Saba | 4099 Jimmie Dyess Pkwy | | Augusta | GA | 30909-9469 | 7068559540 |
| Crystal Clear Foods Inc / Momin, Rizwan / Momin, Raishali Y / Momin, Mohmedali / Momin, Shaheen | 3102 Peach Orchard Rd | | Augusta | GA | 30906-3513 | 7065600221 |
| Murshid Inc / Momin, Munis N | 5057 Austell Rd | | Austell | GA | 30106-2855 | 7709441409 |
| Dairy Queen of Bainbridge Inc / Phillips, Gary | 519 W Shotwell St | | Bainbridge | GA | 39819-3909 | 2292462884 |
| Grimsley Sr, Donald A | 154 Highway 441 Byp | | Baldwin | GA | 30511-1815 | 7067767487 |
| Grimsley Sr, Donald A | 3399 State Highway 365 | | Baldwin | GA | 30511 | 7067780828 |
| PNP Investment Inc / Marediya, Rajabhai / Meradia, Pushpin / Meradia, Naufil / Maredia Mohamad | 119 Atlanta St | | Barnesville | GA | 30204-1201 | 7703581550 |
| White Enterprises Inc / Gruber Gerald R / Gruber-White, Freda Lynne | 645 N Boulevard | | Baxley | GA | 31513-0553 | 9123672788 |
| Ali Abbas Inc / Dhar, Hemantkumar A / Patrawala, Aisha M / Momin, Shohel A | 3164 US Hwy 84 W | | Blackshear | GA | 31516-4944 | 9128079890 |
| Hannan Re LLC / Momin, Sohel N | 11365 Columbia St | | Blakely | GA | 39823-2566 | 2297233551 |
| Little Neck Shell LLC / Patel, Falgun B / Patel, Dharmendra S | 2890 Little Neck Road | Unit 101 | Bloomingtondale | GA | 31302 | 9123482762 |
| Meadowbrook Treats LLC / Weir III, Frederick J | 380 Progress Cir | | Blue Ridge | GA | 30513-4429 | 7062582883 |
| Twelve Foods Inc / Pathrawala, Sadiq R / Momin, Asfak R | 6155 Highway 53 | | Braselton | GA | 30517 | 7066540099 |
| Razk 786 LLC / Momin, Mohmadtaki S / Munshi, Mohmadiftekhar M / Sabusha, Mohmedsuja | 1515 Alabama Ave S | | Bremen | GA | 30110-2565 | 7705374626 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|------------------------------|----------|--------------|----|------------|------------|
| Savannah Service & Food LLC / Hodges Jr, Lloyd Inman | 127 Altama Connector Rd | | Brunswick | GA | 31525-1881 | 9122642256 |
| Highway 17 Qsr LLC / Patel, Ashok A / Patel, Raxit | 95 Nascar Blvd | | Brunswick | GA | 31523 | 9123427495 |
| DPA Foods Inc / Gillespie, Tara H | 2295 Buford Hwy | | Buford | GA | 30518-6049 | 7709454643 |
| Uzmaa Inc / Bukhari, Javeed H / Momin, Maksudali M / Momin, Abidali M | 224 Ga Hwy 49 N | | Byron | GA | 31008-4007 | 4789563159 |
| Shri Lal Ji Corporation Inc / Patel, Sanjay S (Estate) / Patel, Jayshri S / Patel, Rajesh S | 142 US Highway 84 E | | Cairo | GA | 39828-1641 | 2293774131 |
| Abs Enterprises of Calhoun LLC / Abernathy, Kenneth N / Abernathy, Randy L | 288 Hwy 53 SE | | Calhoun | GA | 30701-3017 | 7066299522 |
| Harry Phelps Inc / Phelps, Mae Bell G / Phelps, William D / Beasley, Sandra P / Phelps Jr, Jimmie H | 140 US Hwy 19 S | | Camilla | GA | 31730-1956 | 2293365522 |
| Meadowbrook Treats LLC / Weir III, Frederick J | 8420 Vaughn Rd | | Canton | GA | 30115 | 6788809333 |
| Silver Lodestone Inc / Stoner, Bogey A | 300 S Park St | | Carrollton | GA | 30117-3253 | 7708327966 |
| Bilal Inc / Sabusa, Nazima / Momin, Zahira / Momin, Zarin | 919 Joe Frank Harris Pkwy SE | | Cartersville | GA | 30120-2130 | 7703825806 |
| Safar Inc / Momin, Sadiq F / Momin, Zohra G | 622 N Main St | | Cedartown | GA | 30125-2304 | 7707486078 |
| Aaliya Inc / Momin, Shabana / Momin, Mansurali R / Momin, Mohamed R | 2781 Chamblee Tucker | | Chamblee | GA | 30341-3914 | 7704517565 |
| Milledge Investments LLC / Grimsley Jr, Donald A / Odegard, Derek | 1498 Historic Hwy 441 N | | Clarkesville | GA | 30523-6346 | 7067544060 |
| Carter, James Edward Lacey | 7829 US Highway 301 N | | Claxton | GA | 30417-5901 | 9127391104 |
| Brightlite Inc / Momin, Raishali Y / Momin, Rizwan G / Momin, Sohail F | 33 Hwy 441 N | | Clayton | GA | 30525-4245 | 7067825598 |
| Shorter Foods Inc / Hambrick Jr, Gary S | 123 Helen Hwy | | Cleveland | GA | 30528-7803 | 7068652213 |
| Mehdi Inc / Momin, Munis N | 606 N 2nd St | | Cochran | GA | 31014-2211 | 4789344522 |
| Z & Z Foods Inc / Momin, Mohmedkamil I / Momin, Alishah Bachubhai | 2201 Roosevelt Hwy | | College Park | GA | 30337-5009 | 4047613470 |
| Mustufa Inc / Momin, Mohmedvasim S / Momin, Razvina I / Momin, Sadiqali M / Momin, Nadera | 3580 Macon Rd | | Columbus | GA | 31907-2566 | 7065629156 |
| R F Lightwala LLC / Momin, Parvezhusen M / Momin, Nashrin A | 6605 Whittlesey Blvd | | Columbus | GA | 31909-7252 | 7062216981 |
| LTS Corporation / Momin, Mohmadtaki S | 463 S Elm St | | Commerce | GA | 30529-3289 | 7063359197 |
| Binish Inc / Momin, Istiyak H / Momin, Iqbal Husen | 30491 Highway 441 S | | Commerce | GA | 30529-6365 | 7063350555 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-------------------------|-----------------------------|---------------|----|------------|------------|
| Hashemi Enterprises Inc / Momin, Keish / Momin, Risha | 1235 Dogwood Dr SW | | Conyers | GA | 30012-5138 | 7704839643 |
| Treats of Cordela LLC / Momin, Aliraja K / Momin, Tauvkir Hussain | 1401 E 16th Ave | | Cordele | GA | 31015-5163 | 2292732324 |
| Grimsley Sr, Donald A | 1081 Main St N | | Cornelia | GA | 30531-2303 | 7067782233 |
| Aaja Inc / Mohlal, Hoor / Momin, Naziya | 3125 Hwy 278 NE | | Covington | GA | 30014-2301 | 7707868000 |
| North Georgia Fast Foods Inc / Willingham, Judy A / Willingham Jr, Wyatt L / Willingham, Benjamin | 103 Atlanta Rd | | Cumming | GA | 30040-2607 | 7708873240 |
| Meadowbrook Treats LLC / Weir III, Frederick J | 3520 Keith Bridge | | Cumming | GA | 30041 | 4702397924 |
| Raj & Rani Inc / Kapadia, Vasant Kumar J / Kapadia, Ranjan | 2674 Winder Hwy | | Dacula | GA | 30019-1326 | 7709959296 |
| Twelve Springs Inc / Pathrawala, Sadiq R / Momin, Asfak R | 1858 Auburn Road | | Dacula | GA | 30519 | 4703263311 |
| K & Z Foods Inc / Momin, Mohmedkamil I / Sabusa, Mohamadtaki V / Munshi, Mohmadiftekhar M | 60 S Chestatee St | | Dahlonega | GA | 30533-1235 | 7068643834 |
| Al-Ameen Inc / Jariwala, Asif G / Momin, Zaheera / Momin, Shohel A / Momin, Nadir | 7947 Villa Rica Hwy | | Dallas | GA | 30157-8619 | 7705750194 |
| SATA LLC / Momin, Abrarali Imtiyazali / Momin, Ali M | 8619 Dallas Acworth Hwy | | Dallas | GA | 30132-2177 | 6785402498 |
| Dr Investment Enterprises LLC / Staten, Warren Edward / Staten, Robby E | 2773 Cleveland Hwy | | Dalton | GA | 30721-8163 | 7065294401 |
| Weeks Fast Foods Inc / Weeks, John Michael | 1020 Horse Creek Rd SW | I-95 & Ga Hwy 251 (Exit 49) | Darien | GA | 31305-6241 | 9124372167 |
| Dawson Creamery LLC / Patel, Milan / Patel, Umang | 633 Roundtree Dr SW | | Dawson | GA | 39842-1938 | 2299953490 |
| Kiran-Zehra Inc / Momin, Mohmedkamil I / Momin, Alishah Bachubhai / Sabusa, Mohamadtaki V / Momin, Kiran M | 170 Highway 53 E | | Dawsonville | GA | 30534-4288 | 7062658075 |
| Little Shaheen Corp / Momin, Nisarali G | 245 E Trinity Pl | | Decatur | GA | 30030-3480 | 4046003875 |
| Loyal Inc / Momin, Shohel A / Momin, Shanilabanu S / Momin, Kamela / Momin, Asim A | 2212 Lawrenceville Hwy | | Decatur | GA | 30033-3101 | 4046364737 |
| Nigam Inc / Momin, Iqbal R / Momin, Rizwan G | 3680 Flat Shoals Rd | | Decatur | GA | 30034-1632 | 4042449351 |
| Saziya LLC / Momin, Sohel N / Momin, Mahammadnakib M | 301 W 3rd St | | Donalsonville | GA | 39845-1509 | 2295242464 |
| The Lyoness Company Inc / Lyon, Walter W / Davis, R Lindsay / Ogden, Jade L | 918 S Peterson Ave | | Douglas | GA | 31533-5264 | 9123842167 |
| Mehr & Sons Enterprises Inc / Mehr, Tufail A / Mehr, Mohamed S / Mehr, Munawar I | 5815 Stewart Pkwy | | Douglasville | GA | 30135-2373 | 7709496761 |
| Layla Fatema Inc / Momin, Munis N / Momin, Yasmina K / Momin, Mahmedamik S | 6126 Fairburn Rd | | Douglasville | GA | 30134-1928 | 7709425858 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|---------------------------|-----------------|--------------|-----------|------------|--------------|
| K & C Restaurants LLC / Graham, Dan | 701 E Jackson St | | Dublin | GA | 31021-6645 | 4782721737 |
| K & C Restaurants LLC / Graham, Dan | 2007 Veterans Blvd | | Dublin | GA | 31021-3031 | 4782753061 |
| Sonal Inc / Momin, Maksudali M / Momin, Raishali Y / Patel, C A | 3202 Budford Hwy | | Duluth | GA | 30096-3547 | 7704767613 |
| Anusha Inc / Momin, Warish / Momin, Zohebal | 1519 Norman Berry Rd | | East Point | GA | 30344-6939 | 4047676801 |
| DQB of Eastman Inc / Lord, Thomas J | 1045 College St | | Eastman | GA | 31023-6775 | 4783742713 |
| Mohmedreza Inc / Momin, Khushboozehra / Momin, Abbas | 113 Gray Rd | | Eatonton | GA | 31024-7347 | 7064842445 |
| Zainab & Gazi Inc / Momin, Mohmed R / Momin, Naziyabanu / Momin, Mohmadtaki S / Momin, Shabana | 701 Lower Heard St | | Elberton | GA | 30635-2335 | 7062835812 |
| 340 Fairview Road LLC / Momin, Rizwan G / Momin, Iqbal R / Momin, Hani M / Momin, Chantell M | 340 Fairview Rd | | Ellenwood | GA | 30294-2636 | 4703179323 |
| K & A Foods Inc / Momin, Mohmedkamil I / Momin, Alishah Bachubhai | 1043 S Main St | | Ellijay | GA | 30540-3600 | 7066352020 |
| Nazima LLC / Momin, Johar V / Momin, Mohmedsaqlain | 425 N Glynn St | | Fayetteville | GA | 30214-1106 | 7704616661 |
| The Lyoness Company Inc / Lyon, Walter W / Davis, R Lindsay / Ogden, Jade L | 203 Ocilla Hwy | | Fitzgerald | GA | 31750-8878 | 2293451901 |
| Heeba Zahra Inc / Momin, Maksudali M / Momin, Abidali M / Pathrawala, Ashfaque | 603 S 2nd St | | Folkston | GA | 31537-4223 | 9124962228 |
| Daniel, James R / Daniel, Laura L | 200 N Lee St | | Forsyth | GA | 31029-2124 | 4789942560 |
| Rehman Inc / Sodagar, Hamidulakhan M / Momin, Raishali Y | 407 Martin Luther King Dr | | Fort Valley | GA | 31030-4929 | 4788255425 |
| Rlw Management Corporation / Walters Jr, Richard L | 951 Green St NW | | Gainesville | GA | 30501-3325 | 7705326929 |
| Mew Management Corporation / Walters, Mike E | 229 Shallowford Rd NW | | Gainesville | GA | 30504-4133 | 7705344322 |
| Walters, Richard L | 3156 Frontage Rd | | Gainesville | GA | 30504-8209 | 7705031141 |
| APSS Inc / Patel, Atulkamar D | 5004 Augusta Rd | | Garden City | GA | 31408-1602 | 9129660868 |
| Zamena Inc / Momin, Asim A / Momin, Zamena M / Malek, Abdulraheman | 403 N Veterans Blvd | | Glennville | GA | 30427-2055 | 9126543084 |
| Ncl Restaurant I LLC / North Cross Legacy LLC / The Heath Family Management Trust / The Heath Family Wealth Preservation Trust / Heath, Terry J | 315 W Clinton St | | Gray | GA | 31032-5319 | 4789861202 |
| Grayson Food LLC / Momin, Mohmedali / Momin, Rukhsanabanoo S | 2357 Loganville Hwy | | Grayson | GA | 30017-1620 | 7705571771 |
| Jariwala Foods Inc / Momin, Salim G / Momin, Ikbal | 2251 S Main St | | Greensboro | GA | 30642-2729 | 7069201310 |

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|---|------------------------------|----------|---------------|----|------------|------------|
| Faaeza Inc / Momin, Nadim M / Momin, Mohmed Johel F / Momin, Faraz B | 1091 Parkside Main | | Greensboro | GA | 30642-4543 | 7624451041 |
| P U Patel LLC / Patel, Vimal / Patel, Deep | 1110 Memorial Dr | | Griffin | GA | 30223-4528 | 7702281318 |
| Prvd Inc / Patel, Dipen / Patel, Vimal | 1020 W Taylor | | Griffin | GA | 30223-2608 | 7702274021 |
| Zehrabatool Inc / Momin, Maksudali M / Momin, Asim A / Momin, Azim | 5143 Bluegrass Trl | | Grovetown | GA | 30813-4213 | 7623338351 |
| Zakki Corporation / Patharwala, Sajid / Momin, Ayani S | 11146 Tara Blvd | | Hampton | GA | 30228-1674 | 7704716800 |
| Seabolt Services LLLP / Seabolt, Frances / Seabolt, Fletcher (Estate) | 440 E Franklin St | | Hartwell | GA | 30643-2297 | 7063762405 |
| Saffi Inc / Jariwala, Asif / Momin, Shohel A / Momin, Mohmmad Vasim | 134 Broad St | | Hawkinsville | GA | 31036-4815 | 4787833396 |
| T-Jazier Inc / Lord, Thomas J | 75 W Coffee St | | Hazlehurst | GA | 31539-6803 | 9123754235 |
| Blue Star Investments Inc / Momin, Shamana | 231 S Main St | | Hiawassee | GA | 30546-3413 | 7068968153 |
| Maha Ganesh Inc / Patel, Dipen R / Patel, Rajnikant A / Patel, Nilaben R | 757 E Oglethorpe Hwy | | Hinesville | GA | 31313-2814 | 9128765140 |
| Silver Lodestone Inc / Stoner, Bogey A | 3485 Jimmy Lee Smith Pkwy | | Hiram | GA | 30141-2036 | 7709430010 |
| Meadowbrook Treats LLC / Weir III, Frederick J | 4516 Holly Springs Pkwy | | Holly Springs | GA | 30115-7457 | 6785047974 |
| Gazala Inc / Bukhari, Javeed H / Momin, Mohmed G / Momin, Maksudali M / Momin, Abidali M | 342 S Church St | | Homerville | GA | 31634-3013 | 9124872616 |
| Stark Properties Inc / Jones, William B | 112 Peachtree St | | Jackson | GA | 30233-1872 | 7705049973 |
| Kamil Inc / Momin, Mohmedkamil I / Momin, Asifali F / Munshi, Mohmadiftekhar M | 106 Bill Wiggington Pkwy | | Jasper | GA | 30143-6855 | 7062536111 |
| Pioneer Foods LLC / Gillespie II, David C / Gillespie, Ashley S | 545 Panther Dr | | Jefferson | GA | 30549-5402 | 7063877095 |
| Flash Foods LLC / Cst Brands Inc | 50 Ben Fortson Pkwy | | Jekyll Island | GA | 31527 | 9126352573 |
| Mushira Inc / Malek, Samir / Malek, Mushira S / Momin, Maksudali M | 312 S 1st St | | Jesup | GA | 31545-1125 | 9124270634 |
| Rashida Inc / Momin, Sadiq / Momin, Zohra G | 256 N Main St | | Jonesboro | GA | 30236-3201 | 7704715856 |
| Hebah Inc / Momin, Maksudali M / Momin, Nushrat / Ali, Uzma I / Momin, Shohel A / Momin, Kamela | 2561 Kennesaw Due West Rd NW | | Kennesaw | GA | 30144-3500 | 7704284078 |
| Aleeza & Aahil Inc / Shaikh, Matin / Malek, Samir | 1164 Boone Ave | | Kingsland | GA | 31548-5304 | 9125100700 |
| Maza786 Foods LLC / Munshi, Mohmadiftekhar M | 1882 N Main St | | La Fayette | GA | 30728-6443 | 7066701660 |

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|---|-------------------------------|----------|---------------|----|------------|------------|
| Merrill, H Taylor / Merrill, Judith A | 230 New Franklin Rd | | Lagrange | GA | 30240-2344 | 7068826072 |
| Aliasgar02 Inc / Momin, Shamana / Momin, Johar V | 14205 Jones St | | Lavonia | GA | 30553-3370 | 7063561131 |
| Samiya Inc / Momin, Haddi H / Momin, Saifali H / Momin, Samiya R / Momin, Lubna R | 611 E Crogan St | | Lawrenceville | GA | 30046-4950 | 7709632202 |
| Khayber Inc / Momin, Shabana / Momin, Rajahusen / Momin, Mansurali R / Momin, Shahid R / Momin, Mohmed | 3063 Five Forks Trickum Rd | | Lilburn | GA | 30047-1806 | 7707361855 |
| Adrual Inc / Momin, Soyebali M / Momin, Rahil I / Momin, Eazaz Husen M / Momin, Moin | 2885 Evans Mill Rd | | Lithonia | GA | 30038-2414 | 7704824520 |
| Hasan & Zainab Inc / Momin, Gulrajali / Momin, Tanveera Ajmeri / Master, Alinaki K | 2621 Panola Rd | | Lithonia | GA | 30058-4833 | 6786203038 |
| Rhemjet Inc / Momin, Fazalali M / Momin, Rayaba G / Momin, Alina Zehra | 4669 Bill Gardner Pkwy | | Locust Grove | GA | 30248-2437 | 6784325633 |
| Reena Enterprises Inc / Patel, Jayshri S / Patel, Sanjay S (Estate) | 4726 Atlanta Hwy 78 | | Loganville | GA | 30052-7305 | 7704666875 |
| Rusham Inc / Momin, Shohel A / Momin, Kamela / Momin, Raziya / Momin, Phiroja M / Momin, Imran / Momin, Mohmed Taki | 205 US Highway 1 Byp | | Louisville | GA | 30434-6456 | 4786253372 |
| Nuzat Inc / Momin, Maksudali M / Momin, Abidali M / Bukhari, Javeed H / Momin, Shohel A / Ali, Uzma I | 323 W Cypress St | | Ludowici | GA | 31316 | 9125459598 |
| Firdos Inc / Momin, Ahsan G / Momin, Shoeb A | 1010 Veterans Memorial Hwy SW | | Mableton | GA | 30126-3106 | 7709410523 |
| Momin, Hasanali N / Momin, Tofik G | 3855 Pio Nono Ave | | Macon | GA | 31206-3041 | 4787884727 |
| Fitzgibbons, Todd | 4760 Log Cabin Dr | | Macon | GA | 31204-6300 | 4787885223 |
| S Sahil Inc / Sodagar, Hamidulakhan M / Sodagar, Salimkhan M | 1185 Gray Hwy | | Macon | GA | 31211-1857 | 4787453075 |
| Sodagar, Hamidulakhan M / Sodagar, Raziabanu | 4553 Forsyth Rd | | Macon | GA | 31210-4527 | 4784776424 |
| Flash Foods LLC / Cst Brands Inc | 4700 Hartley Bridge Rd | | Macon | GA | 31216-5902 | 4787849079 |
| Flash Foods LLC / Cst Brands Inc | 1608 Bass Rd | | Macon | GA | 31210-6503 | 4784746146 |
| Naved Sami Inc / Momin, Abidhusain A / Momin, Dilshad A | 4471 Ocmulgee E Blvd | | Macon | GA | 31217-5643 | 4787424441 |
| Icy Delights LLC / Kapadia, Vasantkumar J / Patel, Bhavin / Patel, Bhugesh P (Ben) / Patel, Kavin | 1940 Eatonton Rd | | Madison | GA | 30650-4603 | 7064381400 |
| Shaba Inc / Momin, Mohammed Aamir | 309 W 2nd St | | Manchester | GA | 31816-1625 | 7068469296 |
| Barqat 14 Inc / Momin, Atiyazahera / Mohlal, Hoor / Munshi, Mohmadiftekhar M / Master, Alinaki K / Momin, Aliraja K / Patel, Divyesh Jayantilal | 380 Cobb Pkwy S | | Marietta | GA | 30060-9213 | 7704286292 |
| Silver Lodestone Inc / Stoner, Bogey A | 3721 Largent Way | | Marietta | GA | 30064-1672 | 7704268899 |

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|---|----------------------------------|-------------------|----------------|----|------------|------------|
| Silver Lodestone Inc / Stoner, Bogey A | 1265 Powder Springs St | | Marietta | GA | 30064-3939 | 6783247481 |
| Dairy Treats Inc / Spires, Jack B (Estate) / Spires Sr, Hank J | 42 E Oak St | | Mc Rae | GA | 31055-4337 | 2298686394 |
| Mushraf Corporation / Momin, Quamber | 1169 Highway 20 81 | | McDonough | GA | 30253-6521 | 7709576519 |
| Zoha-V Inc / Momin, Shamana / Munshi, Mohmadiftekhar M / Patharwala, Sajid R | 520 Highway 81 E | | McDonough | GA | 30252-2930 | 6787823502 |
| I-Screm LLC / Patel, Atulkamar D / Patel, Pratibha A | 910 S Lewis St | | Metter | GA | 30439-5131 | 9126854724 |
| Flame Broiled Chill Inc / Roberts, Donald Scott / Stenbridge, Steven M | 1105 S Wayne St | | Milledgeville | GA | 31061-3951 | 4784529620 |
| Pushpa Inc / Savla, Sital B / Savla, Kumad / Sardar, Arvind | 1234 US Hwy 25 N | | Millen | GA | 30442-6710 | 4789824627 |
| Reemazahera Inc / Momin, Iqbal / Momin, Reefat / Master, Reema | 614 E Spring St | | Monroe | GA | 30655-2310 | 7702673115 |
| Jalee Monticello LLC / Camp, Timothy O / Mason, Randall E | 808 W Washington St | | Monticello | GA | 31064-4570 | 7064686260 |
| S & P Gas Inc / Patel, Himali / Patel, Parimal | 1630 Lake Harbin Rd | | Morrow | GA | 30260-1709 | 7709614618 |
| Momin, Iqbal R / Momin, Rizwan G | 1207 Southlake Mall | | Morrow | GA | 30260-2324 | 7709606678 |
| Marshall, Thomas A / Marshall, Donna B | 2616 1st Ave SE | | Moultrie | GA | 31788-6227 | 2299854159 |
| Kaval Inc / Momin, Kaval H / Momin, Taslima H | 120 E Spring St | | Mount Vernon | GA | 30445-2950 | 9125832833 |
| Firoja Inc / Momin, Maksudali M / Momin, Abidali M / Momin, Asim A | 113 W Cleveland St | | Nahunta | GA | 31553-9479 | 9124627400 |
| S & N Management LLC / Patel, Vikram C | 415 S Davis St | | Nashville | GA | 31639-2440 | 2296865602 |
| Parveen Inc / Momin, Naushadali F | 61 Jefferson St | | Newnan | GA | 30263-1948 | 7702532454 |
| RAV Investments of Newnan LLC / Patel, Vimal | J & R Plaza | 1700 Highway 34 E | Newnan | GA | 30265-1324 | 7702521787 |
| Hadireza LLC / Momin, Sohel N / Momin, Aashi | 4890 Peachtree Industrial Blvd | | Norcross | GA | 30071-1548 | 6789690732 |
| Maliha LLC / Momin, Sohel N / Momin, Mohammed S | 9125 Roosevelt Hwy | | Palmetto | GA | 30268-1849 | 7704634762 |
| Y & H LLC / Momin, Ali M / Momin, Abrar Imtiyazali | 300 Petrol Pointe | | Peachtree City | GA | 30269-1551 | 7704872100 |
| Carter, James Edward Lacey | 374 W Bacon St | | Pembroke | GA | 31321 | 9126532613 |
| Ali, Uzma I / Bukhari, Zafarhussain / Bukhari, Nida / Bukhari, Faraz / Bukhari, Hebah | 353 General Courtney Hodges Blvd | | Perry | GA | 31069-3203 | 4789875562 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------------|----------|----------------|----|------------|------------|
| Carter, James Edward Lacey | 439 Pooler Pkwy | | Pooler | GA | 31322-5102 | 9127480023 |
| DQB of Powder Springs Inc / Tobler Jr, Victor L / Anderson, Shelby T | 3913 Austell-Powder Springs Rd | | Powder Springs | GA | 30127-2797 | 7709436605 |
| Kamela Inc / Malek, Abdulraheman / Momin, Maksudali M | 160 W Brazell St | | Reidsville | GA | 30453-4400 | 9125573054 |
| Savannah Service & Food LLC / Hodges Jr, Lloyd Inman | 93 Exchange St | | Richmond Hill | GA | 31324-7600 | 9124596430 |
| Savannah Service & Food LLC / Hodges Jr, Lloyd Inman | 593 Towne Park Dr W | | Rincon | GA | 31326-5256 | 9128264850 |
| Fawaz Inc / Momin, Rizvan / Momin, Munafali / Momin, Nasir F | 6974 Highway 85 | | Riverdale | GA | 30274-2902 | 7709976590 |
| Momin, Salim G / Jariwala, Asif G / Momin, Shohel A | 123 S Piedmont Ave | | Rockmart | GA | 30153-2627 | 7706845608 |
| IV Momin Inc / Momin, Abrarali Imtiyazali / Jariwala, Asif G | 1409 Shorter Ave | | Rome | GA | 30165-3962 | 7062353744 |
| Dr Investment Enterprises LLC / Staten, Warren Edward / Staten, Robby E | 4075 Martha Berry Highway | | Rome | GA | 30165 | 7067844097 |
| Bilal Inc / Sabusa, Nazima / Momin, Zahira / Momin, Zarin | 1260 Alpharetta St | | Roswell | GA | 30075-3702 | 7705872253 |
| Spider Webb LLC / Momin, Rizwan / Momin, Raishali Y | 1232 S Harris St | | Sandersville | GA | 31082-6912 | 4784122724 |
| Savannah Service & Food LLC / Hodges Jr, Lloyd Inman | 7100 Hodgson Memorial Dr | | Savannah | GA | 31406-2532 | 9123352420 |
| Takki Inc / Momin, Quamber / Momin, Nasim | 1641 Spring Rd SE | | Smyrna | GA | 30080-3774 | 7704323809 |
| Mahdiraza LLC / Momin, Mohammedsadiq S / Momin, Mohammad Taki Rashidali | 3973 E Main St | | Soperton | GA | 30457-2539 | 9125294689 |
| Marsh, Donald Windel / Marsh, Hugh Smith / Marsh, Lisa Ann | 2191 Northside Dr E | | Statesboro | GA | 30458-2145 | 9127642949 |
| Dolat Inc / Momin, Rizwan G / Momin, Chantell M | 7404 Davidson Cir E | | Stockbridge | GA | 30281-7810 | 7703895281 |
| Ali-Nawaz Inc / Momin, Vajid | 101b N Park Pl | | Stockbridge | GA | 30281-6380 | 7705075557 |
| Tejas Inc / Savla, Sital B / Sardar, Arvind M / Savla, Pushpa B | 391 S Main St | | Swainsboro | GA | 30401-3613 | 4782372431 |
| DQ of Sylvester Inc / Casteel, Mark E | 509 E Franklin St | | Sylvester | GA | 31791-2225 | 2297766992 |
| Mehr & Sons Enterprises Inc / Mehr, Tufail A / Mehr, Mohamed S / Mehr, Munawar I | 844 Exit 1 Hwy 100 | | Tallapoosa | GA | 30176-4417 | 7705745951 |
| Patel, Urmilaben P / Patel, Manixakumari R / Patel, Rakeshbhai R | 304 N Center St | | Thomaston | GA | 30286-3692 | 7066474420 |
| Davis, James / Davis, Joyce | 14375 US Hwy 19 S | | Thomasville | GA | 31792-5393 | 2292261559 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|-------------------------|----------|---------------|----|------------|------------|
| Momin, Hanif V / Momin, Taslima H / Momin, Kaval H / Momin, Shani E Zahera | 210 W 7th St | | Tifton | GA | 31794-4706 | 2293825532 |
| Momin, Hanif V / Momin, Taslima H / Momin, Kaval H / Momin, Shani E Zahera | 1407 Tift Ave | | Tifton | GA | 31794-3537 | 2293862319 |
| Sukaina Inc / Momin, Mohamadjamil A | 1090 Big A Rd | | Toccoa | GA | 30577-6010 | 7068867154 |
| Momin, Altaf Hussain | 4146 Lawrenceville Hwy | | Tucker | GA | 30084-4716 | 7709382323 |
| Flash Foods LLC / Cst Brands Inc | 1043 Pine St | | Unadilla | GA | 31091-3772 | 4786279705 |
| Momin, Rizvan V | 6627 Roosevelt Hwy | | Union City | GA | 30291-1640 | 7709643725 |
| Javed Inc / Thaker, Jyutsana H / Thaker, Yatri H / Mehta, Aash A | 701 N Ashley St | | Valdosta | GA | 31601-4536 | 2292424095 |
| The Lyoness Company Inc / Lyon, Walter W / Davis, R Lindsay / Ogden, Jade L | 3277 Inner Perimeter Rd | | Valdosta | GA | 31602-1060 | 2293330736 |
| Zoheb Inc / Momin, Maksudali M / Ali, Uzma I / Momin, Kamela | 504 E 1st St | | Vidalia | GA | 30474-4626 | 9125370404 |
| Fozia & Mehr Sons Ent Inc / Mehr, Tufail | 811 W Bankhead Hwy | | Villa Rica | GA | 30180-1506 | 6789526655 |
| Sarah Inc / Bukhari, Javeed H / Momin, Maksudali M / Momin, Abidali M / Momin, Asim A / Momin, Zamana M | 1214 Watson Blvd | | Warner Robins | GA | 31093-3428 | 4789228955 |
| Alyaa, Inc / Momin, Maksudali M / Ali, Uzma I / Momin, Zamana M | 713 Lake Joy Rd | | Warner Robins | GA | 31088-6718 | 4782876669 |
| Azima Inc / Momin, Salim G / Jariwala, Asif G | 2342 Hog Mountain Rd | | Watkinsville | GA | 30677-4809 | 7067051624 |
| Dees, Brenda G | 120 Screven Ave | | Waycross | GA | 31501-3451 | 9122836590 |
| SAZZ 92 Inc / Momin, Mohmedsager A / Momin, Komaljehra A | 221 S Liberty St | | Waynesboro | GA | 30830-4546 | 7064371002 |
| DSC Foods LLC / Gillespie II, David C / Gillespie, Ashley S | 51 W May St | | Winder | GA | 30680-2067 | 7708672800 |
| J Riley Inc / Riley, Jeff | 9859 Hwy 92 | | Woodstock | GA | 30188-3865 | 7709260233 |
| Candler Inc / Khedawala, Yunus / Khedawala, Farzana / Tekrawala, Ishaque / Tekrawala, Rabiya | 312 W Trilby St | | Wrightsville | GA | 31096-2141 | 4788643336 |
| Lubna Inc / Momin, Rahil I | 7811 Highway 19 S | | Zebulon | GA | 30295-3467 | 7705678155 |
| Fourteen Foods LLC | 736 8th St SE | | Altoona | IA | 50009-1962 | 5159570557 |
| Fourteen Foods LLC | 418 S Ankeny Blvd | | Ankeny | IA | 50023-3129 | 5159644786 |
| Fourteen Foods LLC | 1304 S Story St | | Boone | IA | 50036-5219 | 5154326645 |

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|---|---------------------|-----------------|--------------|-----------|------------|--------------|
| Rouse, Martin L / Rouse, Donald D / Rouse, Kayleen K | 1625 W Ridgeway Ave | | Cedar Falls | IA | 50613-9535 | 3192602266 |
| Rah Partnership Inc / Smith, Mark A | 108 8th Ave N | | Clinton | IA | 52732-3816 | 5632434831 |
| Smith, Mark A | 4756 Elmore Ave | | Davenport | IA | 52807-3482 | 5634419985 |
| Devine, Leanna / Devine, Judith R | 1221 11th St | | De Witt | IA | 52742-1221 | 5636596800 |
| Millbun Inc / Otto, Melissa M | 640 16th Ave SE | | Dyersville | IA | 52040-2049 | 5638757117 |
| Nissen Inc / Nissen, Craig H / Nissen, Sharla R / Millner, Rene A / Nissen, Donell S | 3204 Main St | | Emmetsburg | IA | 50536-1512 | 7128524002 |
| Nissen Inc / Nissen, Craig H / Nissen, Sharla R / Millner, Rene A / Nissen, Donell S | 1703 Central Ave | | Estherville | IA | 51334-2438 | 7123624818 |
| Fourteen Foods LLC | 1007 13th St N | | Humboldt | IA | 50548-1127 | 5153324544 |
| Fourteen Foods LLC | 807 3rd Ave SE | | Independence | IA | 50644-2802 | 3193344811 |
| Eaw Treats Inc / Warford, Bart D / Sarcone Sr, Stephen B / Welsh, Christopher J | 300 N Jefferson St | | Indianola | IA | 50125-1712 | 5159614725 |
| Wilson, Steven R / Wilson, Rosalie J | 521 Oak St | | Iowa Falls | IA | 50126-2339 | 6416489558 |
| Sioux City DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 607 6th St SW | | Le Mars | IA | 51031-1827 | 7125465021 |
| Dason Inc / Nilles, David J | 1209 W Main St | | Manchester | IA | 52057-2308 | 5639278181 |
| Biehl Brothers LLC / Biehl, Douglas J / Biehl, Robert L / Biehl, Catherine M O | 707 S Main St | | Maquoketa | IA | 52060-3508 | 5636524702 |
| Fourteen Foods LLC | 3481 4th St SW | | Mason City | IA | 50401-1573 | 6414220174 |
| Ice Cream Overload LLC / Daniels, Kelly J / Daniels, Shawn M | 2101 Cedar Plaza Dr | | Muscatine | IA | 52761-2201 | 5632629894 |
| Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 2805 Iowa Ave | | Onawa | IA | 51040-1791 | 7124334700 |
| P & K Enterprises Inc / Fahey, Paul M | 185 Peosta St | | Peosta | IA | 52068-9691 | 5635834646 |
| SC Restaurant LLC / Sioux City DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 1603 1st Avenue SW | | Sioux Center | IA | 51250 | 7127223777 |
| R-Corp Inc / Rasch, Margaret S | 820 Flindt Dr | | Storm Lake | IA | 50588-3205 | 7127326290 |
| Special K Properties Inc / Donithan, Kinch W / Donithan, Koby M | 911 Cedar St | | Tipton | IA | 52772-1115 | 5638862056 |
| Hellman DQu Inc / Hellman, Steven J / Hellman, Teresa L | 2719 University Ave | | Waterloo | IA | 50701-3333 | 3192338603 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|---------------------|----------|-------------|----|------------|------------|
| Soco Inc / Coppess, Sue / Shull, Dennis | 220 E Hickman Rd | | Waukee | IA | 50263 | 5159877801 |
| Teton Group of Blackfoot LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, Ryan G / Crapo, Cade D / Crapo, Judd K | 845 W Bridge St | | Blackfoot | ID | 83221-2022 | 2087825762 |
| BDQ Inc / Siggelkow, Gary T / Pino de Siggelkow, Maria / Siggelkow, Andrew E / Siggelkow, Mary S | 10264 Overland Rd | | Boise | ID | 83709-1439 | 2083232658 |
| BDQ Inc / Siggelkow, Gary T / Pino de Siggelkow, Maria / Siggelkow, Andrew E / Siggelkow, Mary S | 5711 Franklin Rd | | Boise | ID | 83705-1059 | 2083430239 |
| BDQ Inc / Siggelkow, Gary T / Pino de Siggelkow, Maria / Siggelkow, Andrew E / Siggelkow, Mary S | 550 E Boise Ave | | Boise | ID | 83706-5116 | 2084330985 |
| Teton Group of Burley LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, Judd K / Crapo, Ryan G / Crapo, Cade D | 2200 S Overland Ave | | Burley | ID | 83318-2930 | 2086789505 |
| BDQ Inc / Siggelkow, Gary T / Pino de Siggelkow, Maria / Siggelkow, Andrew E / Siggelkow, Mary S | 2324 Blaine St | | Caldwell | ID | 83605-4428 | 2084549927 |
| BDQ Inc / Siggelkow, Gary T / Pino de Siggelkow, Maria / Siggelkow, Andrew E / Siggelkow, Mary S | 5251 Glenwood Rd | | Garden City | ID | 83714-1331 | 2083238189 |
| Db3 Hayden LLC / Dirks, Bret A / Blain, Timothy / Blain, Jessica D / Buchanan, Amanda S | 513 Hayden Ave | | Hayden | ID | 83835 | 2085181531 |
| Teton Group of Idaho LLC / The Teton Group LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, George M (Estate) | 1562 E 17th St | | Idaho Falls | ID | 83404-6367 | 2085243251 |
| Teton Group of Jerome LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, Judd K / Crapo, Ryan G / Crapo, Cade D | 505 S Lincoln Ave | | Jerome | ID | 83338-3026 | 2083242500 |
| Petty Restaurants Inc / Petty, Justin T / Petty, Leah L | 1302 Main St | | Lewiston | ID | 83501-1905 | 2087462831 |
| BDQ Inc / Siggelkow, Gary T / Pino de Siggelkow, Maria / Siggelkow, Andrew E / Siggelkow, Mary S | 107 E Water Tower | | Meridian | ID | 83642-2949 | 2088889029 |
| Cjsd Holdings Inc / Jones, Charley D / Jones, Nancy L / Watts, Steve J | 4849 N Meridian Rd | | Meridian | ID | 83646-6589 | 2082880668 |
| Teton Group of Nampa LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, Judd K / Crapo, Ryan G / Crapo, Cade D | 809 Caldwell Blvd | | Nampa | ID | 83651-1708 | 2084662595 |
| BDQ Inc / Siggelkow, Gary T / Pino de Siggelkow, Maria / Siggelkow, Andrew E / Siggelkow, Mary S | 1211 12th Ave Rd | | Nampa | ID | 83686-6001 | 2084637739 |
| MMPR Post Falls Hospitality LLC / Kalra, Ramandeep S / Kalra, Puja | 3560 E Seltice Way | | Post Falls | ID | 83854-7385 | 2087737097 |
| Tbbd LLC / Dirks, Bret A / Blain, Timothy | 15570 N Vera St | | Rathdrum | ID | 83858-8360 | 2086872898 |
| Teton Group of Rexburg LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, Ryan G / Crapo, Cade D / Crapo, Judd K | 346 N 2nd E | | Rexburg | ID | 83440-1604 | 2083567384 |
| Broulim's Super Market Inc / Broulim, Charles Richard | 150 N State St | | Rigby | ID | 83442-1443 | 2087458140 |
| Rfm Grill LLC / Ridleys Family Markets Inc / Ridley, Donald Mark / Ridley, Jerry L / Ridley, Constance F | 424 Oneida Street | | Rupert | ID | 83350 | 2088296770 |
| Phillips, Annelise | 11735 W State St | | Star | ID | 83669-5223 | 2082860437 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-------------------------|----------|--------------|----|------------|------------|
| Parry, David L | 379 Addison Ave W | | Twin Falls | ID | 83301-5003 | 2087348787 |
| ParryDQ LLC / Parry, Michael K | 805 Blue Lakes Blvd N | | Twin Falls | ID | 83301-4041 | 2087336557 |
| Lence and Lence Inc / Lence, Robert P / Lence Khrista K / Lence, Paula K | 138 E Vienna St | | Anna | IL | 62906-1840 | 6188332171 |
| Om Arcola Inc / Patel, Ajay B | 601 E Springfield Rd | | Arcola | IL | 61910-1804 | 2172684236 |
| Atlanta Treats Inc / Patel, Bharatkumar M / Patel, Sandip Baldevbhai | 102 Empire St | | Atlanta | IL | 61723 | 2176502027 |
| Shri Jay Maa Bahuchar Inc / Patel, Mahendra A / Patel, Urmilaben A / Patel, Vimal D / Patel, Roshani R / Patel, Rameshbhai P | 14400 State Route 4 | | Auburn | IL | 62615-9745 | 2174383612 |
| Freetly Inc / Freetly, Mark E | 817 E 4th St | | Beardstown | IL | 62618-1314 | 2173231843 |
| Toennies, Brian G | 1776 Lebanon Ave | | Belleville | IL | 62221-2436 | 6182779983 |
| Batts, Donna / Batts, Jack L | 1218 N Main St | | Benton | IL | 62812-1093 | 6184393378 |
| Kp Bethalto LLC / Patel, Ketankumar Rajnikant / Patel, Kashmira B | 444 W Bethalto Dr | | Bethalto | IL | 62010-1910 | 6183772253 |
| Bradley, Scott C / Bradley, Kelcey L | 1718 S Main St | | Bloomington | IL | 61701-6766 | 3098276432 |
| Bradley, Wendell R / Bradley, Teresa R | 411 N Veterans Pkwy | | Bloomington | IL | 61704-3551 | 3096624446 |
| Double O Inc / O'bryant, Wesley A / O'bryant, Ruth I | 139 Green St | | Bushnell | IL | 61422-1714 | 3097723602 |
| Vaibhavlakshmi Inc / Patel, Amrutlal H / Patel, Prakashchandra R / Patel, Ramilaben A / Patel, Narshibhai I | 806 N Main St | | Canton | IL | 61520-1254 | 3096498888 |
| R F Scheldt Enterprises Inc / Scheldt, Fred R / Scheldt, Rosemary A | 724 W Main St | | Carlinville | IL | 62626-1260 | 2178548212 |
| Kdmp Inc / Mueller, Patrick M / Mueller, Michelle R / Caplinger, David L / Caplinger, Karla D | 910 12th St | | Carlyle | IL | 62231-1200 | 6185944222 |
| Renshaw, Mary E (Estate) / Renshaw, Brad J / Renshaw, Blake E | 910 W Main St | | Carmi | IL | 62821-1395 | 6183822536 |
| Jmyoung Inc / Young, Jason L / Young, Melissa A | 733 S 5th St | | Carrollton | IL | 62016-1403 | 2179423434 |
| Stevens, Charles E / Stevens, Joyce | 104 E Plaza Dr | | Cartersville | IL | 62918-1973 | 6189853362 |
| Neally Brothers Inc / Neally, Joel D | 415 Buchanan St | | Carthage | IL | 62321-1304 | 2173576632 |
| Raahi Hospitality Inc / Patel, Maulik D | 929 N Route 49 | | Casey | IL | 62420-1453 | 2179325734 |
| Abhv LLC / Patel, Hiren J / Patel, Apurv A | 2411 Old Country Inn Dr | | Caseyville | IL | 62232-2304 | 6184895122 |

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|--|---------------------|-----------------|--------------|-----------|------------|--------------|
| Vardai Inc / Patel, Navnit B / Makwana, Jignesh K / Patel, Rohitkumar J | 427 S Poplar St | | Centralia | IL | 62801-3923 | 6185320716 |
| Chanchal Krupa Inc / Patel, Mahendra A | 3602 N Mattis Ave | | Champaign | IL | 61822-9543 | 2173732412 |
| Shiv Dairy Inc / Patel, Yogesh Bhavanbhai / Patel, Bhargav B / Patel, Dahyabhai K / Patel, Ramanbhai K / Patel, Nilaykumar A | 20 State St | | Charleston | IL | 61920-1454 | 2173456886 |
| Lucky Dairy Inc / Te, Thon / Stone, Hav K | 5636 W Irving Pk Rd | | Chicago | IL | 60634-2741 | 7732826155 |
| B C Y Incorporated / Young, Brent A / Young, Sarah E | 103 E Market St | | Christopher | IL | 62822-1741 | 6187249722 |
| Martin, Randy / Martin, Nancy | 16 Kelli Dr | | Clinton | IL | 61727-2282 | 2179358232 |
| A L A Inc / Kalogerou, Craig L / Kalogerou, Lori A | 1 Collinsport Dr | | Collinsville | IL | 62234-6104 | 6183453633 |
| Getty Up 6 Inc / Toennies, Brian G / Lipe, David G | 1001 S Main St | | Columbia | IL | 62236-2405 | 6182811700 |
| Bluebird Corporation / Rust, Robert M | 304 W Grant St | | Coulterville | IL | 62237-1563 | 6187582822 |
| Jay Kesar Cheharbhavani Inc / Patel, Mahendra A / Patel, Chetan N | 2711 N Vermilion | | Danville | IL | 61832-1431 | 2174436975 |
| Bradley, Wendell R | 610 Snyder St | | Decatur | IL | 62526 | 2178774131 |
| Bradley, Wendell R | 230 W 1st Drive | | Decatur | IL | 62521-5206 | 2174281014 |
| Bradley, Wendell R | 4605 E Maryland St | | Decatur | IL | 62521-5092 | 2178649610 |
| Clark, Robert S | 1780 Sycamore Rd | | Dekalb | IL | 60115-2037 | 8157588876 |
| Vision Strategies Inc / Zardzin, David D / Lenox, James P | 1495 Elmhurst Rd | | Des Plaines | IL | 60018-5526 | 8473547567 |
| Dequ Drama Three LLC / Sofolo, Rocky J / Dillon, David E | 1912 Lowell Park Rd | | Dixon | IL | 61021-9238 | 8159944921 |
| A Taste of Fantasy LLC / Ni, Ting Ting / Ni, Fayi | 912 S Washington St | | Du Quoin | IL | 62832-1912 | 6185423112 |
| Oates Enterprise Inc / Oates, Paul F / Oates, Kathryn M / Oates, William F | 324 W Mazon Ave | | Dwight | IL | 60420-1263 | 8155841118 |
| K & H Frozen Assets Inc / Kalogerou, Craig L / Kalogerou, Lori A | 400 S Buchanan St | | Edwardsville | IL | 62025-2038 | 6186928191 |
| Ganesh Dairy Inc / Patel, Yogesh B / Patel, Bhargav B / Patel, Dahyabhai K / Patel, Ramanbhai K / Patel Nilaykumar A | 1411 S Banker St | | Effingham | IL | 62401-2714 | 2173429432 |
| Seth Campbell Enterprises Inc / Campbell, Seth C | 685 W Main St | | El Paso | IL | 61738-1412 | 3095276460 |
| M & M Campbell Enterprises Inc / Campbell, Seth C / Campbell, Mark W | 411 W Oak St | | Fairbury | IL | 61739-1442 | 8156923728 |

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| Demontster Inc / Smith, Joy Denise / Smith, Monty J | 1204 W Main St | | Fairfield | IL | 62837-2326 | 6188429700 |
| Sanders, Richard S / Sanders, Linda L / Sanders, Chad A / Sanders, Angela A | 804 N State St | | Freeburg | IL | 62243-4004 | 6185396167 |
| Soflon LLC / Sofolo, Steven J / Sofolo, Jane M / Sofolo, Rocky J / Sofolo, Janet M / Dillon, David E / Dillon, Judith A | 651 W South St | | Freeport | IL | 61032-6837 | 8152321235 |
| J & S Brothers Inc / Patel, Jay J | 1048 Grand Ave | | Galesburg | IL | 61401-5130 | 3093421970 |
| J & P Brothers Inc / Patel, Jay J | 678 N Henderson St | | Galesburg | IL | 61401-2514 | 3093421981 |
| Gencol Inc / Diane E Reschke Living Trust / Baksh, Darla A / Burbridge, Kirstin A / Reschke, Eric S (Estate) | 1023 S Oakwood Ave | | Geneseo | IL | 61254-1937 | 3099446482 |
| Kinaya Inc / Patel, Natavarbhai I / Patel, Akashkumar N / Patel, Atulkumar Ranchhodbhai | 510 Broadway St | | Gillespie | IL | 62033-1107 | 2178392215 |
| Perfect Curl Inc / Steen, Robert M / Steen, Robert A | 3905 S State Rte 159 | | Glen Carbon | IL | 62034-3057 | 6182885720 |
| Bailey, David T / Bailey, Wendy L | 5785 Godfrey Rd | | Godfrey | IL | 62035-2425 | 6184665524 |
| Roamry Inc / Steen, Robert M | 3260 Nameoki Rd | | Granite City | IL | 62040-5014 | 6188762253 |
| Kenkris Inc / Snyder, Kenneth E | 718 E Elizabeth St | | Greenup | IL | 62428-1142 | 2179235186 |
| T & J Food and Treats Inc / Spainhour, Thomas A / Spainhour, Jamie Joy | 219 N 3rd St | | Greenville | IL | 62246-1003 | 6186644007 |
| Love Bria Inc / Patel, Saumil Arvindbhai / Patel, Nihal Arvindbhai / Patel, Mimiksha B | 1820 Keokuk St | | Hamilton | IL | 62341-1144 | 2178472711 |
| Getty Up 7 Inc / Lipe, David G / Toennies, Brian G | 12613 State Route 143 | | Highland | IL | 62249-1197 | 6186542651 |
| Bruaim Food and Treats Inc / Shelton, Bruce W / Shelton, Aimee L | 1550 Vandalia Rd | | Hillsboro | IL | 62049-2078 | 2175325225 |
| Om Hoffman Estates Ice Cream Inc / Patel, Dashubhai R | 949 N Roselle Rd | | Hoffman Estates | IL | 60169-4916 | 8472851455 |
| Simpson, Catherine K / Lithgow, Phillip J / Lithgow, Lisa M | 715 W Main St | | Hoopeston | IL | 60942-1038 | 2172836721 |
| Freetly Inc / Freetly, Mark E | 1360 S Main St | | Jacksonville | IL | 62650-3341 | 2172454223 |
| Kalka Inc / Patel, Nilaykumar A / Patel, Brijesh Rasikbhai / Patel, Akashkumar N / Patel, Bhavanaben H / Patel, Bhooshir N | 407 N State St | | Jerseyville | IL | 62052-1704 | 6184983531 |
| Stevens, Charles E / Stevens, Joyce | 501 W Broadway Blvd | | Johnston City | IL | 62951-1119 | 6189835500 |
| Scott, Cory A / Scott, Jackie E | 301 S Main St | | Kewanee | IL | 61443-2863 | 3098547031 |
| Aphpjp Inc / Patel, Hiren J / Patel, Apurv A | 412 S Madison St | | Lebanon | IL | 62254-1609 | 6185372032 |

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|---|-----------------------|-----------------|---------------|-----------|------------|--------------|
| O'Bryant and Sons Inc / O'Bryant, Ruth I | 1225 S Main St | | Lewistown | IL | 61542-1845 | 3095473800 |
| Nikiya Inc / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B / Patel, Natavarbhai I | 910 W Union Ave | | Litchfield | IL | 62056-1067 | 2173242253 |
| Yash Inc / Patel, Sanjay R / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B | 7150 E Riverside Blvd | | Loves Park | IL | 61111-5604 | 8152822888 |
| Nar Narayan Dev Inc / Patel, Pravinkumar S | 601 E Oak St | | Mahomet | IL | 61853-9204 | 2175864061 |
| Southern Sales Inc / Thomas J Wolf Jr Trust / Wolf Jr, Thomas J | 2200 W Main St | | Marion | IL | 62959-1166 | 6189975180 |
| Marion Sales LLC / Wolf Jr, Thomas J | 201 E Deyoung St | | Marion | IL | 62959-2959 | 6189980262 |
| Hansel LLC / Thomas J Wolf Jr Trust / Thomas R Wolf Trust / Julie C Wolf Trust | 1300 Redco Drive | | Marion | IL | 62959 | 6189698340 |
| ANSH Hospitality Inc / Patel, Maulik D | 1213 N Michigan Ave | | Marshall | IL | 62441-5305 | 2178265022 |
| OM Lucky Matteson Ice Cream Inc / Patel, Dashubhai R / Sahi, Jaswinder / Manhani, Shamirdeep | 4559 211th St | | Matteson | IL | 60443-2318 | 7088980359 |
| Mmasusa Inc / Sheehan, Mary M / Sheehan, Mark A | 320 N 19th St | | Mattoon | IL | 61938-2840 | 2172343644 |
| Jashi Foods Inc / Patel, Ajay B / Patel, Nihal Arvindbhai / Patel, Saumil Arvindbhai | 913 Charleston Ave | | Mattoon | IL | 61938-4222 | 2172350911 |
| Mc Sales LLC / Thomas J Wolf Jr Trust / Wolf Jr, Thomas J | 134 E Market St | | Mc Leansboro | IL | 62859-1317 | 6186432733 |
| Anderson, Robert / Anderson, Jeannette | 622 W Mount Vernon St | | Metamora | IL | 61548-9822 | 3093672727 |
| Miller, John Robert | 401 E 5th St | | Metropolis | IL | 62960-2144 | 6185245454 |
| CJ Scotts Inc / Scott, Cory A / Scott, Jackie E / Scott, Jake A | 316 N Main St | | Monmouth | IL | 61462-1743 | 3097347828 |
| Pagoto Corp / Papaioannou, Georgios / Papaioannou, Angela M | 1831 Douglas Rd | | Montgomery | IL | 60538-2159 | 6308019555 |
| Jay Kesar Group Inc / Patel, Mahendra A / Patel, Prakashchandra R / Patel, Urmilaben A / Patel, Chetan | 101 W Main St | | Monticello | IL | 61856-1967 | 2177627641 |
| MIm Food's Inc / Englert, Lois L | 1243 Division St | | Morris | IL | 60450-1565 | 8159423434 |
| R&D Treats Inc / Patel, Pareshkumar G / Patel, Diptiben Paresh | 200 N Sawyer Rd | | Morrison | IL | 61270-2961 | 8157727070 |
| Diya Myra Enterprise LLC / Patel, Kokila J | 401 S Clay St | | Mount Carroll | IL | 61053-1307 | 8152444305 |
| Nikky Pooja Inc / Patel, Yogenrakumar K | 519 Main St | | Mount Vernon | IL | 62864-4117 | 6183156056 |
| BoroCity Blaises LLC / Blaise, Brian W / Blaise, Jennifer B | 1700 Walnut St | | Murphysboro | IL | 62966-1951 | 6186843313 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|-------------------------|-----------------|---------------|-----------|------------|--------------|
| Raymar Inc / Caplinger, Michael R / Caplinger, Melanie M / Caplinger, Raymond D | 979 S Mill St | | Nashville | IL | 62263-2001 | 6183273422 |
| Kenkris Inc / Snyder, Kenneth E | 209 E Jourdan Ave | | Newton | IL | 62448-1513 | 6187834254 |
| T & J Food and Treats Inc / Spainhour, Thomas A / Spainhour, Jamie Joy | 100 S Oak St | | Nokomis | IL | 62075-1336 | 2175632815 |
| Bn Developments Inc / Bradley, Wendell R | 1528 E College Ave | | Normal | IL | 61761-2120 | 3094545850 |
| Schubert, Edward J / Schubert, Susan L | 2770 Dundee Rd | | Northbrook | IL | 60062-2609 | 8474982571 |
| Toennies, Brian G | 300 E Highway 50 | | O Fallon | IL | 62269-2704 | 6186321600 |
| Kp Okawville LLC / Patel, Ketankumar Rajnikant / Patel, Kashmira B | 1504 Frontage Rd | | Okawville | IL | 62271-2330 | 6182436262 |
| Kenkris Inc / Snyder, Kenneth E | 106 N West St | | Olney | IL | 62450-1107 | 6183953524 |
| Reno Enterprises LLC / Dillon, David E / Sofolo, Rocky / Sofolo, Jane M | 210 E Washington St | | Oregon | IL | 61061-9562 | 8158818025 |
| Tanvipriya Corporation / Patel, Rajiv J / Patel, Devila R | 14460 S La Grange Rd | | Orland Park | IL | 60462-2506 | 7083491922 |
| H2Tn LLC / Dillon, David E / Sofolo, Rocky J | 2535 Columbus Street | | Ottawa | IL | 61350 | 8153249485 |
| T & J Food and Treats Inc / Spainhour, Thomas A / Spainhour, Jamie Joy | 333 W 2nd St | | Pana | IL | 62557-1321 | 2175623234 |
| Jay Happy Group Inc / Patel, Archana D | 401 S 2nd St | | Pekin | IL | 61554-4009 | 3093460553 |
| Peoria Ice Cream Company / Kepple, Michael D / Kepple, Linda P | 8530 Knoxville Ave | | Peoria | IL | 61615-2034 | 3096938194 |
| Peoria Ice Cream Company / Kepple, Michael D / Kepple, Linda P | 4204 N Sheridan Rd | | Peoria | IL | 61614-7121 | 3096852706 |
| Peoria Ice Cream Company / Kepple, Michael D / Kepple, Linda P | 7600 N Grand Prairie Dr | | Peoria | IL | 61615-9240 | 3098390551 |
| Prairieland Fs Inc | 401 S 6th St | | Petersburg | IL | 62675-1603 | 2175014766 |
| A Taste of Fantasy LLC / Ni, Ting Ting / Ni, Fayi | 106 S Main St | | Pinckneyville | IL | 62274-1459 | 6183579033 |
| Dairy Queen of Pontiac Inc / Schrock, Dale J | 802 N Ladd St | | Pontiac | IL | 61764-1021 | 8158443222 |
| Geiser Foods Inc / Geiser, Donald F (Estate) | 801 N 12th St | | Quincy | IL | 62301-2429 | 2172249455 |
| Geiser Foods Inc / Geiser, Donald F (Estate) | 1201 Harrison St | | Quincy | IL | 62301-6701 | 2172281232 |
| D Allen D LLC / Deterding, Douglas A / Deterding, Roger L | 1421 S Main | | Red Bud | IL | 62278-1354 | 6182829696 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|-----------------------|----------|------------------|----|------------|------------|
| Jagmit Inc / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B | 1601 Sandy Hollow Rd | | Rockford | IL | 61109-2248 | 8153983303 |
| Jay Maalaxmi Inc / Patel, Sanjay R / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B | 1601 E Riverside Blvd | | Rockford | IL | 61114-4744 | 8156360900 |
| Ramapir Inc (II) / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B | 2222 S Perryville Rd | | Rockford | IL | 61112-1014 | 8153322000 |
| Seven & One Inc / Branch, Stephen C / Branch, Carolyn G | 5482 Elevator Rd | | Roscoe | IL | 61073-9203 | 8156231133 |
| Drover, Brian E | 707 W Rollins Rd | | Round Lake Beach | IL | 60073-1224 | 8475460550 |
| Redshaw Enterprises Inc / Redshaw, Joe W / Redshaw, Charles William | 330 W Clinton | | Rushville | IL | 62681-1303 | 2173224810 |
| Palaki Inc (IL) / Patel, Bhargav B / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B | 701 N 3rd St | | Saint Joseph | IL | 61873-9225 | 2174698078 |
| KennedyDQ Inc / Kennedy, Robert M / Kennedy, Staci N | 519 S Broadway | | Salem | IL | 62881-2208 | 6185480271 |
| Akhand Amar Krupa Inc / Patel, Mahendra A / Patel, Prakashchandra R / Patel, Amrutlal H / Patel, Jitendra R | 1501 Lyndhurst Aly | | Savoy | IL | 61874-9671 | 2173563065 |
| Arya Raina Inc/ Patel, Yogendrakumar Kacharabhai / Patel. Raiben Y / Kasodariya, Neel H | 1600 W Main St | | Shelbyville | IL | 62565-9570 | 2177743632 |
| CJ Scotts Inc / Scott, Cory A / Scott, Jackie E / Scott, Jake A | 2263 7th St | | Silvis | IL | 61282-1654 | 3097964641 |
| M & S Investment Properties Inc / Rust, Robert M | 100 W Jackson St | | Sparta | IL | 62286-1666 | 6184433054 |
| Ck Dairy Dreams Inc / Arnberger, Kevin R / Arnberger, Carmen P | 1663 N Grand Ave E | | Springfield | IL | 62702-4145 | 2175237777 |
| Freeziker LLC / Freetly, Mark E / Freetly, Janis L / Hunziker, Chad G / Hunziker, Natalie | 1742 Wabash Ave | | Springfield | IL | 62704-5302 | 2175470900 |
| Freeziker Dreams Ltd / Freetly, Mark E / Hunziker, Chad G / Arnberger, Kevin R | 3121 E Atlanta | | Springfield | IL | 62702-0001 | 2176795059 |
| Kal-Magee Enterprises Inc / Kalogerou, Craig L | 1553 Herman Rd | | Staunton | IL | 62088-4348 | 6186355194 |
| Hartel Restaurants Inc / Hartel, Bruce W | 106 W Broadway | | Steeleville | IL | 62288-1405 | 6189653463 |
| Dubree Investments Inc / Dubree, Jason T | 1203 W 4th St | | Sterling | IL | 61081-3114 | 8156261313 |
| Hans LLC / Patel, Sanjaykumar D / Patel, Hiren J / Patel, Apurv A | 810 Edwardsville Rd | | Troy | IL | 62294-1327 | 6186673868 |
| OM Tuscola Inc / Patel, Ajay B / Patel, Hirenkumar S | 1100 E Southline Rd | | Tuscola | IL | 61953-2048 | 2172532500 |
| Jay Mahakali Inc / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B / Patel, Yogesh B | 911 W University | | Urbana | IL | 61801-2438 | 2173444108 |
| Living Waters Enterprises LLC / Coleman, Scott D / Barnes, Roger S / Myers, Nicholas | 533 E Vine St | | Vienna | IL | 62995-1615 | 6186588862 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|-----------------------------------|-----------------|--------------|-----------|------------|--------------|
| Hampleman, Lula | 1003 N Springfield St | | Viriden | IL | 62690-1029 | 2179654287 |
| Anderson, Robert / Anderson, Jeannette | 1224 Peoria St | | Washington | IL | 61571-2353 | 3094442912 |
| Rssn Inc / Patel, Sanjaykumar | 175 Marketplace Dr | | Waterloo | IL | 62298-3364 | 6189392626 |
| Amarjyoth Inc / Patel, Balbhadrakumar H / Patel, Yamini B | 1130 N State St | | Westville | IL | 61883-1222 | 2172672897 |
| Guarino, Sam R / Guarino, Debra A | 1288 E Edwardsville Rd | | Wood River | IL | 62095-2502 | 6182540712 |
| Aahana LLC / Patel, Piyush Jayantibhai / Patel, Anjana Kanaiyalal | 704 E Veterans Pkwy | | Yorkville | IL | 60560-1889 | 6305538455 |
| Middle Foods LLC / O'neil, Patrick M / O'neil, Holly R | 416 S Orange St | | Albion | IN | 46701-1133 | 2606367773 |
| Nsd Inc / Dawood, Nader S | 501 S Scatterfield Rd | | Anderson | IN | 46012-3604 | 7656448956 |
| Angola Treat's Inc / Haidous, Talal Ghassan | 1303 N Wayne St | | Angola | IN | 46703-2348 | 2603194436 |
| Straub Enterprises Inc / Straub, Dean A / Straub, Patricia A (Estate) | 1018 W 7th St | | Auburn | IN | 46706-2015 | 2609087658 |
| Herm Inc / Hermes, David C | 80 State Rd 46 E | | Batesville | IN | 47006-7634 | 8129346652 |
| M & M Foods Inc / Mitchell, Steven D / Bennett, Carrie O | 309 W Main St | | Bloomfield | IN | 47424-1339 | 8123843320 |
| Indy Go Gas & Convenience LLC / Hart, Gavin S / May, Travis W | 960 N Main St | | Bluffton | IN | 46714-1316 | 2608244404 |
| Three Cords Restaurant Management LLC / Hart, Gavin S / Elliot, Ora K / Harlan, Hugh P | 809 W Main St | | Boonville | IN | 47601-1579 | 8127151015 |
| HPO Foods LLC / O'Neil, Patrick M / O'Neil, Holly R | 1141 W Plymouth St | | Bremen | IN | 46506-1863 | 5745463384 |
| Vanmieghem Enterprises Inc / Vanmieghem, Tyler / Vanmieghem, Jennifer E | 705 E Main | | Brownsburg | IN | 46112-1424 | 3178524195 |
| Fourteen Foods LLC | 115 W Commerce St | | Brownstown | IN | 47220-1903 | 8123584030 |
| Jalaram Inc / Amin, Gaurang K / Amin, Pinal G | 951 N Range Line | | Carmel | IN | 46032-1361 | 3178465256 |
| Blizzard Bunch Inc / Vinyard, Theodore L / Vinyard, Mary Beth | 9917 W 133rd Ave | | Cedar Lake | IN | 46303-8519 | 2193745888 |
| Food Solutions Management LLC / Johnson, Cory Daniel / Manak, Parminder Singh / Singh, Ravinder | 2351 N Centerville Rd | | Centerville | IN | 47330-9608 | 7658555791 |
| Sweet Restaurants Inc / Sweet Jr, David E / Sweet, Jennifer A | 404 E Main St | | Chesterfield | IN | 46017-1444 | 7653783144 |
| S M Pendleton Incorporated / Pendleton, Scott M | 552 Indian Boundary Rd Ste A&B | | Chesterton | IN | 46304-5505 | 2199268844 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|------------------------|----------|----------------|----|------------|------------|
| Klopstad Enterprises Inc / Klopstad, Richard G / Klopstad, Josephine S | 90 S Peru St | | Cicero | IN | 46034 | 3179844504 |
| Fourteen Foods LLC | 1055 Veterans Pkwy | | Clarksville | IN | 47129-2369 | 8122189127 |
| Radha Swami Inc / Barot, Harsh Bhanubhai / Patel, Pravin Bhemabhai / Patel, Hasmuk Bhemabhai / Patel, Sanket Baldevbhai | 8959 Crawfordsville Rd | | Clermont | IN | 46234-1589 | 3172915770 |
| Kenkris Inc / Snyder, Kenneth E | 110 Elm St | | Clinton | IN | 47842-2402 | 7658322537 |
| D & T Enterprises Inc / Christina & April Enterprises LLC / Hursey, April M / Sinegar, Christina D | 409 N Main St | | Columbia City | IN | 46725-1311 | 2602447964 |
| Franke Third Street Corporation / Franke, John R | 616 3rd St | | Columbus | IN | 47201-6811 | 8123729601 |
| Sachleben & Sachleben Inc / Sachleben, James H / Sachleben, Paula C | 2215 Columbus Center | | Columbus | IN | 47203-3464 | 8123767311 |
| Cartwright, Gregory S / Cartwright, Dena L | 2602 N Park Rd | | Connersville | IN | 47331-3002 | 7658250918 |
| Fourteen Foods LLC | 2130 Edsel Lane NW | | Corydon | IN | 47112-2030 | 8127380319 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 1560 US 231 South | | Crawfordsville | IN | 47933-3813 | 7653623915 |
| Vinyards Inc / Vinyard, Theodore L / Vinyard, Mary Beth | 1318 N Main St | | Crown Point | IN | 46307-2719 | 2196634363 |
| Key & Napier Inc / Napier, Taylor A / Napier, Donald A | 25 S German Church Rd | | Cumberland | IN | 46229-3103 | 3178941111 |
| Indy Go Gas & Convenience LLC / Hart, Gavin S / May, Travis W | 236 N 13th St | | Decatur | IN | 46733-1412 | 2607242929 |
| Polly Corp / O'neil, Patrick M / O'neil, Holly R | 705 W Main St | | Delphi | IN | 46923-1326 | 7655643583 |
| Half Dozen Inc / Vinyard, Theodore L / Vinyard Mary Beth | 341 N Halleck St | | Demotte | IN | 46310-9419 | 2199872816 |
| K2DQ Inc / Spurlock, David R / Spurlock, Marcia A | 1084 Joliet St | | Dyer | IN | 46311-1939 | 2198658192 |
| D R B Inc / Smith, David W / Smith, Robert (Estate) / Smith, Barbara (Estate) | 54530 Cty Rd 17 | | Elkhart | IN | 46516-5320 | 5742950060 |
| DT Soft Serve LLC / Russo, William F / Russo, Deborah A / Russo, Dominick M | 206 W Jackson Blvd | | Elkhart | IN | 46516-3017 | 5742941789 |
| Russo and Russo LLC / Russo, William F / Russo, Deborah A / Russo, Dominick M | 1839 Cassopolis St | | Elkhart | IN | 46514-3103 | 5742621222 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 1920 S Anderson | | Elwood | IN | 46036-3324 | 7655523422 |
| Hood Dairy Inc / Hood, Tony E / Hood, Claudia J / Hood, Brian H / Medicis, Lara A | 4830 University Dr | | Evansville | IN | 47712-6584 | 8124236400 |
| Ne-Ro Inc / Schloss, Michael K | 1159 E Virginia St | | Evansville | IN | 47711-5741 | 8124229341 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--------------------------|-----------------|--------------|-----------|------------|--------------|
| Marion Foods Inc / Nasser, Bahram | 5200 Division | | Evansville | IN | 47715-3224 | 8124770034 |
| Ne-Ro Inc / Schloss, Michael K | 6801 Highway 41 N | | Evansville | IN | 47711-1956 | 8124256107 |
| Robynhood Corp / Kirk Jr, Wilson M / Kirk, Paula L / Wainman, Amanda J | 4140 1st Ave | | Evansville | IN | 47710-3616 | 8124284022 |
| Marion Foods Inc / Nasser, Bahram | 2720 N Green River Rd | | Evansville | IN | 47715-1412 | 8124012232 |
| Sinbad LLC / Acton, Leslie D / Acton, Charles R / Acton, Andrew L | 11976 N Allisonville Rd | | Fishers | IN | 46038-2314 | 3175787077 |
| Sarah Inc / Dawood, Nader S | 13092 Publishers Pl | | Fishers | IN | 46038-8826 | 3175783737 |
| Angel Inc / Patel, Balbhadrakumar H / Patel, Yamini B | 13647 Olivia Way | | Fishers | IN | 46037-7687 | 3177768805 |
| Fourteen Foods LLC | 700 Highlander Point Dr | | Floyds Knobs | IN | 47119-9442 | 8129239551 |
| Ne-Ro Inc / Schloss, Michael K | 808 E Oak St | | Fort Branch | IN | 47648-1666 | 8127533579 |
| Hyden Operations Lima LLC / Operations LLC / Hyde, Jake / Hyde, Ciara | 4438 Lima Rd | | Fort Wayne | IN | 46808-1250 | 2604822781 |
| Paton, William G / Paton, Elaine / Hart, Gavin S / Hart, Kim P | 1818 N Coliseum Blvd | | Fort Wayne | IN | 46805-4955 | 2604838314 |
| H&H Coldwater LLC / Harlan, Hugh P / Harlan, Doug H / Hart Management Corporation / / Hart, Gavin S / Hart, Kim P | 501 Lower Huntington Rd | | Fort Wayne | IN | 46819-1442 | 2607474713 |
| Hyden Operations Sherman LLC / Hyden Operations LLC / Hyde, Jake / Hyde, Ciara | 2218 Sherman | | Fort Wayne | IN | 46808-2359 | 2604265995 |
| Paton, William G / Paton, Elaine / Hart, Gavin S / Hart, Kim P | 8037 Coldwater Rd | | Fort Wayne | IN | 46825-3413 | 2604970777 |
| HPO Foods LLC / O'Neil, Patrick M / O'Neil, Holly R | 10207 Illinois Rd | | Fort Wayne | IN | 46814-8971 | 2606256863 |
| Paton, William G / Paton, Elaine / Hart, Gavin S / Hart, Kim P | 10180 Maysville Rd | | Fort Wayne | IN | 46835-9589 | 2607480078 |
| Paton, William G / Paton, Elaine / Hart, Gavin S / Hart, Kim P | 3132 Saint Joe Center Rd | | Fort Wayne | IN | 46835-2070 | 2603876206 |
| Hart Management Corporation / Hart, Gavin S / Hart, Kim P | 5115 E Dupont Rd | | Fort Wayne | IN | 46825-1752 | 2604830112 |
| Hart Management Corporation / Hart, Gavin S / Hart, Kim P | 3103 N Anthony Blvd | | Fort Wayne | IN | 46805-2227 | 2604868900 |
| Kleiner Investments LLC / Kleiner, Lee M / Kleiner, Richard G | 346 West Broadway | | Fortville | IN | 46040-1407 | 3174855998 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 1958 E Wabash St | | Frankfort | IN | 46041-2751 | 7656548221 |
| Napier, Don A / Napier, Carol S | 480 N Morton St | | Franklin | IN | 46131-1301 | 3177366821 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-----------------------|--------------------|--------------|-----------|------------|--------------|
| Fourteen Foods LLC | 8493 W State Road 56 | | French Lick | IN | 47432-9621 | 8129364282 |
| Marpro LLC / O'Neil, Patrick M / O'Neil, Holly R | 4969 Sloan Dr | | Gas City | IN | 46933-9539 | 7655736895 |
| Goshen Foods LLC / O'neil, Patrick M / O'neil, Holly R | 723 W Pike St | | Goshen | IN | 46526-2335 | 5745335114 |
| Middle Foods LLC / O'neil, Patrick M / O'neil, Holly R | 822 Lincoln Way E | | Goshen | IN | 46526-4217 | 5745334558 |
| Nilkanth LLC / Patel, Vandna C / Patel, Chirag N / Patel, Bhavin J | 12422 State Rd 23 | | Granger | IN | 46530-6026 | 5742712990 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 801 W Main St | | Greenfield | IN | 46140-2064 | 3174622566 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 403 E Freeland Rd | | Greensburg | IN | 47240-8881 | 8126637583 |
| Kraus Enterprises Inc / Kraus, Matthew E | 330 S State Road 135 | | Greenwood | IN | 46142-1422 | 3178881034 |
| Linda B Angell Inc / Angell, Linda B | 225 W Ridge Rd | | Griffith | IN | 46319-1013 | 2199231639 |
| OM Lucky Hammond Ice Cream Inc / Patel, Dashubhai R. / Sahi, Jaswinder / Manhani, Shamirdeep | 954 Indianapolis Blvd | | Hammond | IN | 46320-1005 | 2196555094 |
| K 2 R of Hebron Inc / Deyoung, Roger O / Deyoung, Kathy S / Deyoung, Kerry R | 620 N Front St | | Hebron | IN | 46341-9205 | 2199965510 |
| Frey QD Incorporated / Frey, Patrick R / Frey, Cole A / Frey, Victoria A | 530 Main St | | Hobart | IN | 46342-5248 | 2199427032 |
| Pasueco Inc / Schmett, Jessica L | 1404 N Main St | | Huntingburg | IN | 47542-9251 | 8126835083 |
| HPO Foods LLC / O'Neil, Patrick M / O'Neil, Holly R | 1105 1st St | | Huntington | IN | 46750-2398 | 2603563828 |
| Napier Restaurants Inc / Napier, Taylor A / Napier, Jaime K | Emerson Plaza | 5231 E Thompson Rd | Indianapolis | IN | 46237-2090 | 3177829887 |
| Malka Morris LLC / Jacobs, Marlene Glanzman | 2920 W Morris St | | Indianapolis | IN | 46241-2715 | 3172419000 |
| Lampe Inc / Lampe, Eugene / Lampe, Cindy | 6320 W 38th St | | Indianapolis | IN | 46254-2964 | 3172933764 |
| David Atherton Inc / Atherton, David S | 6245 E Washington St | | Indianapolis | IN | 46219-6611 | 3173571141 |
| R & Bg Inc / Gore, Robert G / Gore, Brenda L | 7116 N Keystone Ave | | Indianapolis | IN | 46240-3242 | 3172559697 |
| Woodward's Inc / Clark, Thomas E | 9008 E 10th St | | Indianapolis | IN | 46229-2502 | 3178985687 |
| Mike Foods Corporation / Yacko II, Michael L | 2935 W 71st St | | Indianapolis | IN | 46268-2240 | 3173410214 |
| Clark, Thomas E / Clark, Cindy Lynn | 3906 E 10th St | | Indianapolis | IN | 46201-2609 | 3173539397 |

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|--|---------------------------|----------------|----------------|----|------------|------------|
| Rrkjv Shiv Inc / Patel, Ashwin Bhailalbhai / Patel, Shilpaben Ashwin | 7515 Rockville Rd | | Indianapolis | IN | 46214-3073 | 3172719193 |
| Jinlik LLC / Patel, Maulik Rameschchandra / Patel, Rameshchandra Ambalal / Patel, Durga Anilkumar / Patel, Ankit Dhaya | 10605 Pendleton Pike | | Indianapolis | IN | 46236-2836 | 3178263737 |
| Jay Sadhi Inc (IN) / Patel, Pravin B / Patel, Dhimant Manharlal / Patel, Sanket Baldevbhai / Patel, Hasmukh Bhembhai | 9040 N Meridian St | | Indianapolis | IN | 46260-2334 | 3172183394 |
| Fourteen Foods LLC | 2909 E 10th St | | Jeffersonville | IN | 47130-5913 | 8122888456 |
| Jeff-DQ LLC / Shamburger, Jennifer / Rcg-JeffDQ LLC / Gatewood Iii, Robert C | 213 E 10th St | | Jeffersonville | IN | 47130-3644 | 8122808750 |
| S & W Enterprises I LLC / Woodward, Douglas S / Stephens, Stephen (Estate) / Wright, Tracy | 830 W North St | | Kendallville | IN | 46755-1014 | 2603491235 |
| Marpro LLC / O'Neil, Patrick M / O'Neil, Holly R | 2130 W Sycamore St | | Kokomo | IN | 46901-4122 | 7654528751 |
| Marpro LLC / O'Neil, Patrick M / O'Neil, Holly R | 151 S Reed Rd | | Kokomo | IN | 46901-4993 | 7654577783 |
| Jblp Inc / Patel, Jay J / Patel, Kanubhai G / Patel, Bhadreshkumar K | 1233 Pine Lake Rd | | La Porte | IN | 46350-2055 | 2193250400 |
| University Restaurants II LLC / O'Neil, Patrick M / O'Neil, Holly R / Yacko, Mark M / O'Neil, Patrick R | Crossings Shopping Center | 4717 Meijer Ct | Lafayette | IN | 47905-4684 | 7654487979 |
| Polly Corp / O'neil, Patrick M / O'neil, Holly R | 2831 US Hwy 231 S | | Lafayette | IN | 47909-2852 | 7654717727 |
| Kudzu LLC / O'neil, Patrick M / O'neil, Holly R | 3949 State Road 38 E | | Lafayette | IN | 47905-9464 | 7654461610 |
| Clark, Thomas E | 4815 Franklin Rd | | Lawrence | IN | 46226-2006 | 3175451710 |
| Goshen Foods LLC / O'neil, Patrick M / O'neil, Holly R | 909 Lincoln Way S | | Ligonier | IN | 46767-1707 | 2608947578 |
| Logan Dairy Inc / Patel, Hasmukh B / Patel, Jigna Hasmukh / Patel, Jigar Rasikbhai / Patel, Nikita Jigar | 3520 E Market St | | Logansport | IN | 46947-2287 | 5749922253 |
| Kenkris Inc / Snyder, Kenneth E | 212 Mill St | | Loogootee | IN | 47553-1928 | 8122954141 |
| Next Gen Vinyard Inc / Vinyard, Theodore L / Vinyard, Mary Beth | 1805 E Commercial Ave | | Lowell | IN | 46356-2112 | 2196960428 |
| Nnsd Inc / Dawood, Nader S | 1204 S Baldwin | | Marion | IN | 46953-1527 | 7656623222 |
| HPO Foods LLC / O'Neil, Patrick M / O'Neil, Holly R | 615 Annette Dr | | Markle | IN | 46770-9614 | 2607582196 |
| Wolf & Schwab Inc / Wolf, Deborah K / Schwab, William A / Schwab, Karen S | 1810 S Ohio St | | Martinsville | IN | 46151-3320 | 7653496308 |
| Silver Platters Inc / Vinyard, Theodore L / Vinyard, Mary Beth | 2506 Franklin St | | Michigan City | IN | 46360-4543 | 2198799187 |
| Goshen Foods LLC / O'neil, Patrick M / O'neil, Holly R | 416 N Main St | | Middlebury | IN | 46540-9216 | 5748255222 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|------------------------|-----------------|------------------|-----------|------------|--------------|
| Fuller, Jeffrey J / Fuller, Gretchen | 217 N Warpath Dr | | Milan | IN | 47031-9531 | 8126542528 |
| Maxjack Inc / Lauer, Brittany M (Betz) | 117 E McKinley | | Mishawaka | IN | 46545-6216 | 5742595161 |
| Russo and Russo A Partnership / Russo, William F / Russo, Deborah A | 3303 Lincoln Way E | | Mishawaka | IN | 46544-3957 | 5742595262 |
| Mar-Ka Inc / Shupe, Mark A / Shupe, Kathryn A | 110 Fields St | | Mooreville | IN | 46158-1491 | 3178312065 |
| Hood Enterprises of Evansville Inc / Hood, Tony E / Hood, Claudia J / McDonnough, Lori Ann | 740 E 4th St | | Mount Vernon | IN | 47620-2011 | 8128386013 |
| Anderson, Matthew J | 700 E McGalliard Ave | | Muncie | IN | 47303-2019 | 7652899211 |
| Anderson, Matthew J | 3820 W Bethel Ave | | Muncie | IN | 47304-5438 | 7652166011 |
| Anderson, Matthew J | 3201 S Madison St | | Muncie | IN | 47302-5604 | 7652823244 |
| Forrest Green Meadow Inc / Vinyard, Theodore L / Vinyard, Mary Beth | 830 Ridge Rd | | Munster | IN | 46321-1720 | 2198368003 |
| HPO Foods LLC / O'Neil, Patrick M / O'Neil, Holly R | 1057 E Market St | | Nappanee | IN | 46550-2257 | 5747733314 |
| Fourteen Foods LLC | 648 State St | | New Albany | IN | 47150-4734 | 8129440247 |
| Fourteen Foods LLC | 3302 Kamer Miller Rd | | New Albany | IN | 47150-9300 | 8125420828 |
| Pickzynka Inc / Pickett, Todd A / Trzynka, Ann M | 1410 US Hwy 30 | | New Haven | IN | 46774-1736 | 2604931030 |
| Marion Foods Inc / Nasser, Bahram | 8095 High Pointe Dr | | Newburgh | IN | 47630-3026 | 8124906336 |
| MP Treats Inc / Barot, Harsh Bhanubhai / Patel, Pravin B / Patel, Hasmukh B / Patel, Sanket B | 5625 Pebble Village Ln | | Noblesville | IN | 46062-7360 | 3178045218 |
| Middle Foods LLC / O'neil, Patrick M / O'neil, Holly R | 309 State Rd 13 N | | North Manchester | IN | 46962-1394 | 2609822582 |
| MJB Management Group LLC / Baker, Michael J | 971 N State St | | North Vernon | IN | 47265-7472 | 8123527738 |
| Nadine Inc / Dawood, Nader S | 3001 W US Highway 36 | | Pendleton | IN | 46064-9280 | 7657781700 |
| HPO Foods LLC / O'Neil, Patrick M / O'Neil, Holly R | 1621 W Jefferson St | | Plymouth | IN | 46563-1680 | 5749366000 |
| Frey Ice Inc / Frey, Patrick R / Frey, Lisa M | 6310 Ameriplex Dr | | Portage | IN | 46368-1392 | 2197069981 |
| Ne-Ro Inc / Schloss, Michael K / Schloss, Sondra J | 1205 W Broadway St | | Princeton | IN | 47670-1137 | 8123852485 |
| Forroak Inc / Vinyard, Theodore L / Vinyard, Mary Beth | 8790 W State Rd 114 | | Rensselaer | IN | 47978-8812 | 2198663110 |

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|--|----------------------|-----------------|--------------|-----------|------------|--------------|
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 1420 E 9th St | | Rochester | IN | 46975-8931 | 5742233345 |
| Rockville Ventures Inc / Llewellyn, Jason C / Duncan, James D / Sharon M Piazza Revocable Trust / Piazza, Sharon M | 600 N Lincoln Rd | | Rockville | IN | 47872-1114 | 7653443137 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 1821 N Main St | | Rushville | IN | 46173-9343 | 7659385577 |
| Red Spoon Crew Inc / Vinyard, Theodore L / Vinyard, Mary Beth | 9461 Wicker Ave | | Saint John | IN | 46373-9768 | 2193654200 |
| Fourteen Foods LLC | 604 S Main St | | Salem | IN | 47167-9795 | 8128831258 |
| Demara Inc / Hoyda, Dennis J / Hoyda, Marion M | 235 Highway 30 | | Schererville | IN | 46375 | 2192279728 |
| Fourteen Foods LLC | 1 Triangle Dr | | Sellersburg | IN | 47172-1744 | 8122465221 |
| Shiv Chocolate LLC | 2710 W 236th St | | Sheridan | IN | 46069-9305 | 3177585555 |
| Nilkanth III Inc / Patel, Vandna C / Patel, Chirag N | 220 N Dixie Way | | South Bend | IN | 46637-3308 | 5742723220 |
| Nilkanth II Inc / Patel, Vandna C / Patel, Chirag N | 4836 W Western Ave | | South Bend | IN | 46619-2308 | 5742881100 |
| Frick's Dairy Queen Inc / Frick, James B / Wright, Angela S | 3907 S Michigan St | | South Bend | IN | 46614-2541 | 5742912330 |
| Lane, Joseph E / Lane, Darlene (Estate) | 2015 South Bend Ave | | South Bend | IN | 46637-5686 | 5742711102 |
| SI Ventures Inc / Borders, Steven P / Borders, Lori D | 1847 Lincoln Way E | | South Bend | IN | 46613-3422 | 5742873952 |
| Bgbb Inc / Griffin, Michael P / Griffin, Stephanie E | 1930 E Southport Rd | | Southport | IN | 46227-5216 | 3177831309 |
| Castille Street Foods Inc / Bungler, Chance W / Ferkinhoff, Thomas G | 404 E Morgan St | | Spencer | IN | 47460-1542 | 8128292711 |
| Pirtles Fast Food Inc / Pirtle, Brian L / Pirtle, Kathleen M | 121 W Wolfe St | | Sullivan | IN | 47882-1055 | 8122686629 |
| Goshen Foods LLC / O'neil, Patrick M / O'neil, Holly R | 700 S Huntington St | | Syracuse | IN | 46567-1856 | 5744572651 |
| Futurae I LLC / Nasser, Bahram H | 108 US Hwy 66 E | | Tell City | IN | 47586-2042 | 8125477443 |
| Quad D Restaurants Inc / Derickson, Dustin G | 395 E Davis Dr | | Terre Haute | IN | 47802-4072 | 8122349653 |
| Thorntown Enterprises LLC / O'Neil, Patrick M / O'Neil, Holly R | 4961 W State Road 47 | | Thorntown | IN | 46071-9493 | 7654362330 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 800 E Jefferson St | | Tipton | IN | 46072-8750 | 7656754095 |
| Hasan Enterprises Inc / Hasan, Shakil | 1 Trafalgar Sq | | Trafalgar | IN | 46181-9515 | 3178784249 |

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|---|-----------------------------|-----------------|----------------|-----------|------------|--------------|
| Jay Ambe Krupa Inc / Patel, Vimal Dineshbhai / Patel, Romil Rameshbhai / Patel, Rameshbhai Prahladbhai / Patel, Urmilaben A | 2002 Laporte Ave | | Valparaiso | IN | 46383-5932 | 2194629643 |
| Kmcc Inc / Crozier, Kevin L / Crozier, Marci | 3029 N Calumet Ave | | Valparaiso | IN | 46383-2609 | 2194644455 |
| Armbrecht, Edward L / Armbrecht, Larry | 914 S Adams St | | Versailles | IN | 47042-9796 | 8126894005 |
| Vincennes QS LLC / Nasser, Bahram Hamidi | 103 N 6th St | | Vincennes | IN | 47591-2021 | 8128824925 |
| University Restaurants LLC / O'Neil, Patrick M / O'Neil, Holly R | Purdue West Shopping Center | 1402 W State St | West Lafayette | IN | 47907-2062 | 7657436610 |
| JG Holdings LLC / George, Jeffrey S | 940 Tournament Trl | | Westfield | IN | 46074-6200 | 3178048896 |
| Ganesh A & B Food Inc / Patel, Rekhaven | 56 S Flynn Rd | | Westville | IN | 46391-9469 | 2197852832 |
| Napier Investments Inc / Napier, Joseph M | 99 S Hwy 31 | | Whiteland | IN | 46184-1547 | 3175357587 |
| J & S Enterprises Inc / Alexander, John / Alexander, Shellee M | 1010 S Monticello St | | Winamac | IN | 46996-9409 | 5749466777 |
| Middle Foods LLC / O'neil, Patrick M / O'neil, Holly R | 2304 E Winona Ave | | Winona Lake | IN | 46590-2107 | 5742672315 |
| Quest Logic Investments LLC / Kleiner, Lee M | 340 S 1st St | | Zionsville | IN | 46077-1609 | 3178733751 |
| Hanny LLC / Hanneman, Paul G | 212 W Central | | Andover | KS | 67002-9617 | 3167335033 |
| Rokal Inc / Everhart, Robin R | 412 S 10th St | | Atchison | KS | 66002-2770 | 9133672878 |
| Neill Enterprises LLC / Neill, Rick E / Fruechting, Vail D | 416 W 7th Ave | | Augusta | KS | 67010-1310 | 3167752243 |
| Sheets Enterprises Inc / Sheets, Alan J / Sheets, Jeanette J | 1310 28th St | | Belleville | KS | 66935-2606 | 7855272008 |
| Heiland & Heiland Associates / Heiland Sr, Donald D / Heiland, Carol J / Heiland Jr, Donald D | 3053a US 24 Hwy | | Beloit | KS | 67420 | 7857385092 |
| Bonner Treats LLC / Rodger D Taylor 2011 Revocable Trust / Taylor, Rodger D / Julie L Boyle Revocable Trust / Boyle, Julie L / Boyle, Bradley D / Metz, Matthew C | 103 E Front St | | Bonner Springs | KS | 66012-1024 | 9134221005 |
| Ashir 2 Group LLC / Chaudray, Ahtsham Ashraf / Gill, Sadia | 324 Cross St | | Burlington | KS | 66839-1189 | 6203648966 |
| LJ Moon Enterprises Inc / Moon, Lowell J | 1005 Lincoln St | | Concordia | KS | 66901-4325 | 7852433275 |
| Lindy Inc / Montgomery, Richard J / Jenkins, Joyce Elnora | 23 N Union St | | Council Grove | KS | 66846-1226 | 6207675635 |
| Hanneman LLC / Hanneman, Paul G / Hanneman, Regina L | 314 N Baltimore Ave | | Derby | KS | 67037-1604 | 3167880781 |
| Swinney Inc / Swinney, Kathryn M / Swinney, Ryan L | 1700 W Wyatt Earp Blvd | | Dodge City | KS | 67801-3256 | 6202272912 |

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|---|-------------------------|-----------------|---------------|-----------|------------|--------------|
| I C Walter Enterprises Inc / Jacqueline Walter Trust / Walter, Steven M / Walter, Mildred R | 1502 Church St | | Eudora | KS | 66025-9532 | 7855425050 |
| Rick Kellenberger Family Registered Limited Liability Partnership LLP / Kellenberger, Ricky D / Kellenberger, Karen J | 2328 S Main St | | Fort Scott | KS | 66701-3026 | 6202242226 |
| Glow Enterprises LLC / Lowe, Rodney / Lowe, Dyanna / Gain Jr, Robert W / Gain, Jacklyn / Worth, Clarence J / Worth, Demaris E | 500 E 7th St | | Galena | KS | 66739-1728 | 6207835914 |
| A N Properties LLC / Quddus, Abdul / Quddus, Nadia | 518 E Main St | | Gardner | KS | 66030-1331 | 9139384912 |
| Sagar Estates LLC / Sodagar, Lubna J | 212 N Maple St | | Garnett | KS | 66032-1059 | 7854487110 |
| Copper Coin Inc / Pinney, Jeffery R / Pinney, Jana L | 18503 W Kellogg Dr | | Goddard | KS | 67052-9236 | 3165506998 |
| Hoisington Enterprises LC / I C Walter Enterprises Inc / Steiner, Leon J / Steiner, Becky L | 301 E 9th St | | Hoisington | KS | 67544-1801 | 6206532806 |
| Hospitality Holdings LLC / Vandewater, Wayne R / Vandewater, Patricia A | 915 W 4th Ave | | Holton | KS | 66436-1209 | 7853643110 |
| North Main Treats Inc / Shaban, Radwan A | 2515 N Main St | | Hutchinson | KS | 67502-3640 | 6206632231 |
| Texkan Restaurants LLC / Littleton, Brent L / Littleton, Dorothy K | 1325 N Pennsylvania Ave | | Independence | KS | 67301-2221 | 6203318989 |
| I C Walter Enterprises Inc / Jacqueline Walter Trust / Walter, Steven M / Walter, Mildred R | 1835 Massachusetts St | | Lawrence | KS | 66044-4259 | 7858433588 |
| I C Walter Enterprises Inc / Jacqueline Walter Trust / Walter, Steven M / Walter, Mildred R | 2545 Iowa St | | Lawrence | KS | 66046-4042 | 7858429359 |
| Hoeffner, William C | 215 W Main St | | Lyons | KS | 67554-1911 | 6202572882 |
| Copper Coin Inc / Pinney, Jeffery R / Pinney, Jana L | 3820 N Maize Rd | | Maize | KS | 67101 | 3167776682 |
| Hufnagel, Michael D / Hufnagel, Lana J | 1015 N 3rd St | | Manhattan | KS | 66502-5603 | 7857764117 |
| Loren Root Enterprises Inc / Root, Loren H | 3116 Anderson Ave | | Manhattan | KS | 66503-2810 | 7855395389 |
| Awar Enterprises LLC / Al Awar, Alaa S / Al Awar, Etaf G | 1435 N Main St | | McPherson | KS | 67460-1901 | 6202410933 |
| Joco Treats LLC / Rodger D Taylor 2011 Revocable Trust / Taylor, Rodger D / Julie L Boyle Revocable Trust / Boyle, Julie L / Boyle, Bradley D / Metz, Matthew C | 13385 S Blackbob Rd | | Olathe | KS | 66062-1504 | 9137647272 |
| Rahma Group LLC / Quddus, Abdul / Quddus, Nadia | 13525 College Blvd | | Olathe | KS | 66215-4063 | 9134511110 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 17930 W 119th St | | Olathe | KS | 66061-9531 | 9133969021 |
| Maloney, Joe P / Maloney, Judith L | 1444 S Main St | | Ottawa | KS | 66067-3529 | 7852424506 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 8601 W 137th St | | Overland Park | KS | 66223-1215 | 9137308920 |

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|--|----------------------------------|-----------------|--------------|-----------|------------|--------------|
| Azaan Enterprise LLC | 409 S Silver St | | Paola | KS | 66071-1663 | 9134721206 |
| Jeeya Investments LLC / Patel, Raj M | 2111 N Broadway St | | Pittsburg | KS | 66762-2836 | 6204045060 |
| Bobek Enterprises Inc / Bobek, Kevin L / Bobek, Shari A | 201 NW 3rd St | | Plainville | KS | 67663-1806 | 7854347242 |
| J & K's Dream Inc / Kerns, Kurtis E / Kerns, Joni R | 1307 Castle Rock St | | Quinter | KS | 67752-5201 | 7857543340 |
| Warren, Charles E / Warren, Janet I | 1000 Buckeye Ave | | Salina | KS | 67401-6796 | 7858255150 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 22520 Midland Dr | | Shawnee | KS | 66226-3531 | 9135436009 |
| Diamond Investment Corporation / Bennett, Scott E | 3320 SW 29th St | | Topeka | KS | 66614-2011 | 7852730440 |
| Katt, Cindy K | 521 Barclay Ave | | Wakeeney | KS | 67672-2434 | 7857432160 |
| Neill Enterprises LLC / Neill, Rick E / Fruechting, Vail D | 5335 E Central Ave | | Wichita | KS | 67208-4131 | 3166885335 |
| Neill Enterprises LLC / Neill, Rick E / Fruechting, Vail D | 3248 N Rock Rd | | Wichita | KS | 67226-1313 | 3166364563 |
| M and W Shaban Inc / Shaban, Ghassan A / Shaban, Moeen M / Shaban, Waleed M | 1520 S Webb Rd | | Wichita | KS | 67207-4259 | 3166857381 |
| Copper Coin Inc / Pinney, Jeffery R / Pinney, Jana L | 7777 W Maple St | | Wichita | KS | 67209 | 3167798282 |
| Service Industry of Albany Kentucky LLC / Padron II, Patrick S / Shearer, Kent L | 807 Tennessee Rd | | Albany | KY | 42602-1027 | 6065571092 |
| Fourteen Foods LLC | 3300 13th St | | Ashland | KY | 41102-5466 | 6063245511 |
| Fourteen Foods LLC | 12759 US Route 60 | | Ashland | KY | 41102-7020 | 6069299445 |
| Fourteen Foods LLC | 610 Knox St | | Barbourville | KY | 40906-1304 | 6065466322 |
| Fourteen Foods LLC | 1200 E John Rowan Blvd | | Bardstown | KY | 40004-2065 | 5022641108 |
| Fourteen Foods LLC | 421 S US Highway 119 | | Baxter | KY | 40806-8329 | 6065731880 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 22 Big Hill Dr | | Beattyville | KY | 41311-8725 | 6064643242 |
| D & C Associates Inc / Canty, Mathew A / Decker, Brian L / Canty, Grover M | 1800 N Main St | | Beaver Dam | KY | 42320-9500 | 2702743577 |
| Compass Hospitality Incorporated / Page II, James A | 330 N Main St | | Benton | KY | 42025-1138 | 2705271733 |
| Marion Foods Inc / Nasser, Bahram | 168 US Hwy 68e (Draffenville) | | Benton | KY | 42025-7123 | 2705270028 |

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|--|---------------------|-----------------|----------------|-----------|------------|--------------|
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 131 Clay Dr | | Berea | KY | 40403-1349 | 8598681034 |
| Fourteen Foods LLC | 2430 Nashville Rd | | Bowling Green | KY | 42101-4033 | 2707459966 |
| Fourteen Foods LLC | 629 US 31w Byp | | Bowling Green | KY | 42101-4931 | 2707821812 |
| Fourteen Foods LLC | 298 Bypass Rd | | Brandenburg | KY | 40108-1606 | 2703497565 |
| Semper Fi Foods Inc / Taste of The West LLC / Rizvi, Junaib Ahmed | 817 S Main St | | Brownsville | KY | 42210-9035 | 2705973791 |
| Fourteen Foods LLC | 4388 US Hwy 62 | | Calvert City | KY | 42029 | 2703957818 |
| Fourteen Foods LLC | 207 Jordan Dr | | Campbellsville | KY | 42718-2566 | 2704652010 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 690 Ky 15 S | | Campton | KY | 41301-9552 | 6066686363 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 517 N Dixie Hwy | | Cave City | KY | 42127-9513 | 2707733372 |
| Fourteen Foods LLC | 201 S 2nd St | | Central City | KY | 42330-1635 | 2707543800 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 5796 Main St | | Clay City | KY | 40312-1306 | 6066631088 |
| Fourteen Foods LLC | 1011 Jamestown St | | Columbia | KY | 42728-1013 | 2702526435 |
| Fourteen Foods LLC | 70 S Stewart Rd | | Corbin | KY | 40701-4655 | 6065287019 |
| Fourteen Foods LLC | 6603 W Highway 22 | | Crestwood | KY | 40014-9082 | 5022419362 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 112 Ladish Rd | | Cynthiana | KY | 41031-1564 | 8599545117 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 135 Jane Tr | | Danville | KY | 40422-9403 | 8592382284 |
| Fourteen Foods LLC | 15 Industrial Pk Rd | | Dawson Springs | KY | 42408-2419 | 2707972685 |
| Grimm, Jason M / Grimm, Polly A | 405 S Mulberry St | | Elizabethtown | KY | 42701-1405 | 2707655310 |
| Jerry Rizer Inc / Van Buskirk Jr, Robert / Grimm, Jason M / Grimm, Polly A | 1807 N Dixie Hwy | | Elizabethtown | KY | 42701-5551 | 2707693368 |
| Fourteen Foods LLC | 625 W Main St | | Elkton | KY | 42220-9789 | 2702659040 |
| MJB Management Group LLC / Baker, Michael J | 10 Elm St | | Eminence | KY | 40019-1003 | 5025180044 |
| F-Dale-DQ LLC / Carroll, James J / Rcg-FairdaleDQ LLC / Gatewood Iii, Robert C | 400 Fairdale Rd | | Fairdale | KY | 40118-9701 | 5023672408 |

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|---|---------------------------|--------------|--------------|----|------------|------------|
| Fourteen Foods LLC | 912 Bellefonte Rd | | Flatwoods | KY | 41139-2006 | 6068362831 |
| Shantaba Treats LLC / Patel, Rajan N / Patel, Vivek Maneklal | 8460 US Highway 42 | | Florence | KY | 41042-9642 | 8592832830 |
| Fourteen Foods LLC | 1219 US Hwy 127 S | | Frankfort | KY | 40601-4329 | 5028758804 |
| Fourteen Foods LLC | 120 Jett Dr | | Frankfort | KY | 40601-7531 | 5023522296 |
| Fourteen Foods LLC | 1599 Nashville Rd | | Franklin | KY | 42134-6962 | 2705864121 |
| AMC 21 LLC / Patel, Chintu B / Shah, Manan P | 1955 Highland Pike | | Ft Wright | KY | 41017-8136 | 8594152010 |
| Fourteen Foods LLC | 101 Finley Dr | | Georgetown | KY | 40324-8706 | 5028689444 |
| Freddie Rigdon Enterprises Inc / Rigdon, Timothy W | 400 N L Rogers Wells Blvd | | Glasgow | KY | 42141-1333 | 2706513864 |
| Fourteen Foods LLC | 618 N Carol Malone Blvd | | Grayson | KY | 41143-1124 | 6064748262 |
| Fourteen Foods LLC | 216 S Main St | | Greensburg | KY | 42743-1529 | 2709323525 |
| Elliott Foods LLC / Elliott, Ora Kevin | 450 N Main St | | Greenville | KY | 42345-1412 | 2703770090 |
| Fourteen Foods LLC | 1006 Old US Hwy 60 E | | Hardinsburg | KY | 40143-2518 | 2707566410 |
| Druthers of Harrodsburg Inc / Kelly, Larry W / Stephenson, John W / Bellando, Richard / Montgomery, Barbara A | 945 N College St | | Harrodsburg | KY | 40330-1080 | 8597340252 |
| Blackgold Foods Inc / Booth, Steven J / Moore, Edward L | 101 Black Gold Ct | | Hazard | KY | 41701-2619 | 6064360451 |
| Shree Shaktikrupa Inc / Patel, Sunil B / Patel, Bhagabhai R | 2144 Kilgore Pl | | Hebron | KY | 41048-8664 | 8596892253 |
| Louis B Hatchett Enterprises Inc / Hatchett, Louis B / Hatchett, Wilma D | 930-B N Green St | | Henderson | KY | 42420-2749 | 2708274625 |
| E M B Food Services Inc / Moore, Edward L / Ellison, William C / Booth, Steven J | 150 Highway 899 | | Hindman | KY | 41822-8951 | 6067854006 |
| Fourteen Foods LLC | 4570 Fort Campbell Blvd | | Hopkinsville | KY | 42240-8753 | 2708866500 |
| Hyden Foods Inc / Robinette, Bentley J | 21340 Hwy 421 | | Hyden | KY | 41749-8555 | 6066722450 |
| Fast Eats LLC / Booth, James H | 122 Board Walk | | Inez | KY | 41224 | 6062984596 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 198 Back Ln | | Jackson | KY | 41339-9640 | 6068245111 |
| Lag-DQ LLC / Liska LLC / Coggeshall, Liska / Rcg-LagrangeDQ LLC / Gatewood Iii, Robert C | Lagrange Sq Ctr | 325 S 1st St | Lagrange | KY | 40031-1223 | 5022229822 |

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| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 606 W Broadway St | | Lawrenceburg | KY | 40342-1308 | 5028399972 |
| Fourteen Foods LLC | 655 W Main St. | | Lebanon | KY | 40033 | 2703213009 |
| L-Field-DQ LLC / Michelle Meredith Enterprises LLC / Meredith, Michelle / Rcg-LeitchfieldDQ LLC / Gatewood Iii, Robert C | 613 S Main St | | Leitchfield | KY | 42754-1056 | 2702595822 |
| Scher Enterprises Inc / Potter, Deedra J | 3509 Lansdowne Dr | | Lexington | KY | 40517-1401 | 8592731311 |
| Fourteen Foods LLC | 2300 Palumbo Dr | | Lexington | KY | 40509-1011 | 8592694712 |
| Fourteen Foods LLC | 350 Virginia Ave | | Lexington | KY | 40504-2641 | 8593818841 |
| Fourteen Foods LLC | 464 W New Circle Rd | | Lexington | KY | 40511-1831 | 8592589808 |
| London Foods Inc / Robinette, James W | 161 Highway 192 W | | London | KY | 40741-2428 | 6068772380 |
| Fast Eats LLC / Booth, James H | 27 Commerce Dr | | Louisa | KY | 41230 | 6066734800 |
| Fourteen Foods LLC | 9656 Bluegrass Pkwy | | Louisville | KY | 40299-1947 | 5024930878 |
| Fourteen Foods LLC | 4902 Old Brownsboro Rd | | Louisville | KY | 40222-6464 | 5024260735 |
| Fourteen Foods LLC | 5103 Outer Loop | | Louisville | KY | 40219-4154 | 5029647664 |
| TB-DQ LLC / Carroll, James / RCG-TB-DQ LLC / Gatewood III, Robert C | 4137 Taylor Blvd | | Louisville | KY | 40215-2367 | 5023614590 |
| Fourteen Foods LLC | 2058 Portland Ave | | Louisville | KY | 40203-1064 | 5027745565 |
| Fourteen Foods LLC | 6205 Bardstown Rd | | Louisville | KY | 40291-3003 | 5022312417 |
| Fourteen Foods LLC | 2208 Goldsmith Ln | | Louisville | KY | 40218-1005 | 5024514052 |
| Fourteen Foods LLC | Park Place Mall | 9080 Dixie Hwy | Louisville | KY | 40258-1053 | 5029958275 |
| Fourteen Foods LLC | 5516 National Tpke | | Louisville | KY | 40214-3726 | 5023679429 |
| Fourteen Foods LLC | 3221 Poplar Level Rd | | Louisville | KY | 40213-1030 | 5026350690 |
| Fourteen Foods LLC | 4026 Taylorsville Rd | | Louisville | KY | 40220-1502 | 5024540409 |
| Fourteen Foods LLC | 11699 Dixie Hwy | | Louisville | KY | 40272-4863 | 5029955322 |
| Fourteen Foods LLC | 4811 Norton Healthcare Blvd | | Louisville | KY | 40241-2803 | 5023397779 |

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|---|----------------------|------------------|------------------|-----------|------------|--------------|
| Burger Queen of Manchester Inc / Cheshire, Vincent E / Cheshire Daniel E | Garrard Shop Cntr | 2779 Rte Hwy 421 | Manchester | KY | 40962 | 6065985526 |
| Nasseri, Bahram | 213 Sturgis Rd | | Marion | KY | 42064-1235 | 2709654261 |
| Fourteen Foods LLC | 12405 Main St | | Martin | KY | 41649-7813 | 6068750376 |
| Dhariya Chocolates LLC / Patel, Ankitkumar H / Patel, Kirit Nathalal / Patel, Durga A / Patel, Vishnubhai N | 914 Paducah Rd | | Mayfield | KY | 42066-3605 | 2702474000 |
| Key Foods Inc (Ky) / Robinette, James W | 1019 Main St S | | Mc Kee | KY | 40447-7089 | 6062878385 |
| Fourteen Foods LLC | 100 N 12th St | | Middlesboro | KY | 40965-1027 | 6062488730 |
| Bond Inc / Bond, William O / Bond, William M | 11806 Shelbyville Rd | | Middletown | KY | 40243-1415 | 5022450800 |
| MJB Management Group LLC / Baker, Michael J | 12901 Highway 421 N | | Milton | KY | 40045-1402 | 5022685291 |
| Burger Queen of Monticello Inc / Smith, W Darrell | 1490 N Main St | | Monticello | KY | 42633-1903 | 6063489235 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 11 Old Cranston Rd | | Morehead | KY | 40351-9118 | 6067840064 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 512 E Main St | | Morehead | KY | 40351-1318 | 6067800405 |
| Futuræ LLC / Nasseri, Bahram H / Nasseri, Thomas L | 310 N Morgan St | | Morganfield | KY | 42437-1414 | 2703890537 |
| Kentucky Waters Inc / Waters, Gregory L / Jhs Hamburger LLC / Kcs Holdings LLC / Amc Investments LLC | 1100 Camargo Rd | | Mount Sterling | KY | 40353-8857 | 8594984972 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 405 N Bardstown Rd | | Mount Washington | KY | 40047-7643 | 5025386123 |
| Fourteen Foods LLC | 118 N Dixie Hwy | | Muldraugh | KY | 40155-1102 | 5029426585 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 1332 Main St | | Munfordville | KY | 42765-9428 | 2705245666 |
| Fourteen Foods LLC | 900 S Main St | | Nicholasville | KY | 40356-2152 | 8598854070 |
| Fourteen Foods LLC | 100 N Plaza Dr | | Nicholasville | KY | 40356-2510 | 8598870517 |
| Fourteen Foods LLC | 151 State Highway 2 | | Olive Hill | KY | 41164 | 6062865260 |
| Tst Corp / Young, Terry J | 3022 E 4th St | | Owensboro | KY | 42303-0243 | 2706844189 |
| Fourteen Foods LLC | 1715 Frederica St | | Owensboro | KY | 42301-4814 | 2706846351 |
| D & C Associates Inc / Canty, Mathew A / Decker, Brian L / Canty, Grover M | 3224 New Hartford Rd | | Owensboro | KY | 42303-1701 | 2706836248 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--------------------------|-----------------|------------------|-----------|------------|--------------|
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 78 Miller Scenic View Dr | PO Box 458 | Owingsville | KY | 40360 | 6066742221 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 205 Locust Dr | | Paris | KY | 40361-2254 | 8599876666 |
| Fourteen Foods LLC | 450 S Mayo Tr | | Pikeville | KY | 41501-1524 | 6064374785 |
| Fourteen Foods LLC | 4321 N Mayo Trl | | Pikeville | KY | 41501-3209 | 6064324100 |
| Fourteen Foods LLC | 14429 Robert L Madon Byp | | Pineville | KY | 40977-8078 | 6063372100 |
| Fourteen Foods LLC | 1059 N Lake Dr | | Prestonsburg | KY | 41653-1287 | 6068868602 |
| Fourteen Foods LLC | 305 Marion Road | | Princeton | KY | 42445 | 2709631629 |
| Fourteen Foods LLC | 9515 US Highway 42 | | Prospect | KY | 40059-9237 | 5022283725 |
| The Big Green Cow Inc / Lasher, Ron | 1007 Sylvia Dr | | Richmond | KY | 40475-8019 | 8596265570 |
| Fourteen Foods LLC | 131 N Keenland Dr | | Richmond | KY | 40475-8687 | 8596233625 |
| Burger Queen of Russell Springs Inc / Cheshire, Daniel E | 74 E Steve Wariner Dr | | Russell Springs | KY | 42642-4494 | 2708583737 |
| Fourteen Foods LLC | 340 Hopkinsville Rd | | Russellville | KY | 42276-1282 | 2707266304 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 509 E Mountain Pkwy | | Salyersville | KY | 41465-9400 | 6063491616 |
| Druthers of Scottsville Inc / Smith, W Darrell | 1605 Gallatin Rd | | Scottsville | KY | 42164-8907 | 2702375050 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 1670 Midland Trl | | Shelbyville | KY | 40065-1639 | 5026337390 |
| Fourteen Foods LLC | 184 N Joe B Hall Ave | | Shepherdsville | KY | 40165-6007 | 5025436140 |
| Fourteen Foods LLC | 791 Front Gate Rd | | Simpsonville | KY | 40067-5660 | 5027220422 |
| Burger Queen of Somerset Inc / Cheshire, Vincent E / Cheshire, Daniel E | 475 S US Hwy 27 | | Somerset | KY | 42501-3445 | 6066794104 |
| Burger Queen of Somerset East Inc / Cheshire, Vincent E / Cheshire, Daniel E | 205 N Main St | | Somerset | KY | 42501-1404 | 6066788563 |
| Druthers Systems Inc / Gatewood Iii, Robert C / Hensley, Thomas L (Estate) | 28866 US Hwy 119 | | South Williamson | KY | 41503-3939 | 6062374791 |
| Mgm Ellison Development LLC / Ellison Sr, George R / Ellison, Margie / Ellison, Michael S | 1002 Lancaster St | | Stanford | KY | 40484-1371 | 6063659760 |
| Burger Queen of Stanton Inc / Thomas, Roger K | 199 Main St | | Stanton | KY | 40380 | 6066635367 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-----------------------------|-----------------|----------------|-----------|------------|--------------|
| Fourteen Foods LLC | 661 Taylorsville Rd | | Taylorsville | KY | 40071-7798 | 5024778273 |
| Zoha LLC / Momin, Munir A / Momin, Mahammadnakib M / Momin, Zahirabbas A | 101 E 1st St | | Tompkinsville | KY | 42167-1629 | 2704878845 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 198 Frankfort St | | Versailles | KY | 40383-1163 | 8598733079 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 3540 Lexington Rd | | Versailles | KY | 40383 | 8598732363 |
| Mnapna Inc / Patel, Sunil B / Patel, Jigar R / Patel, Durga A / Patel, Arvind B | 616 E Main St | | Warsaw | KY | 41095-9656 | 8595674263 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 505 Prestonsburg St | | West Liberty | KY | 41472-1141 | 6067433737 |
| Fourteen Foods LLC | 800 Hazard Rd | | Whitesburg | KY | 41858-7303 | 6066571021 |
| Buddix LLC / Buten, Robert / Buten, Constance / Haddix, Elmer David / Haddix, Victoria | 1010 Town Dr | | Wilder | KY | 41076-9753 | 8594411010 |
| Fourteen Foods LLC | 50 Penny Ln | | Williamsburg | KY | 40769-7473 | 6065490007 |
| Fourteen Foods LLC | 55 N Main St | | Winchester | KY | 40391-2605 | 8597442858 |
| Caudill and Wright Enterprises Inc / Caudill, Steven W / Wright, Paul E | 1422 Fulton Rd | | Winchester | KY | 40391-2727 | 8597375555 |
| MMPR Abbeville Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 2719 Charity St | | Abbeville | LA | 70510-4064 | 3373852587 |
| Morrison, Marcella A (Estate) | 737 Macarthur Dr | | Alexandria | LA | 71303-3114 | 3184425505 |
| Liberto, William J | 5830 Monroe Hwy | | Ball | LA | 71405-3361 | 3186400959 |
| MMPR Baton Rouge Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 3444 S Sherwood Forest Blvd | | Baton Rouge | LA | 70816-2230 | 2256362140 |
| Fourteen Foods LLC | 7251 E Texas St | | Bossier City | LA | 71111-6941 | 3185847254 |
| Harry Bamburg Inc / Bamburg Jr, Harry T / Bamburg Iii, Harry T | 1035 Ringgold Ave | | Coushatta | LA | 71019-9072 | 3189324025 |
| Acadia Area Operations Inc / Doucet, Heath P / Broussard, Jason M | 19026 Crowley Eunice Hwy | | Crowley | LA | 70526-0800 | 3372504662 |
| MMPR Denham Springs Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 27418 Juban Rd | | Denham Springs | LA | 70726-7962 | 2252718800 |
| Dequincy Restaurant Inc / Brown, Fredia / Brown, Pam | 1001 E Fourth St | | Dequincy | LA | 70633-3711 | 3377867972 |
| S Deridder Restaurants Inc / Doucet, Heath P / Doucet, Dana | 410 Mahlon St | | DeRidder | LA | 70634-4230 | 3374637454 |
| Dairy Queen of Eunice Inc / Chehade, Atef | 1551 W Laurel Ave | | Eunice | LA | 70535-4015 | 3375461200 |

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|--|---------------------------------|-----------------|--------------|-----------|------------|--------------|
| MMPR Gretna Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 78 Westbank Expressway | | Gretna | LA | 70053-3654 | 5043022114 |
| MMPR Hammond Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 210 W Minnesota Park Rd | | Hammond | LA | 70403-6125 | 9853404100 |
| MMPR Houma Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 1798 Martin Luther King Jr Blvd | | Houma | LA | 70360-2408 | 9853466983 |
| MMPR Lafayette 1 Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 5732 Johnston St | | Lafayette | LA | 70503-5303 | 3374566665 |
| MMPR Lafayette 2 Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 2121 Kaliste Saloom Rd | | Lafayette | LA | 70508-6119 | 3373458487 |
| Lake Area Operations Inc / Doucet, Heath P / Broussard, Jason M | 3921 Nelson Rd | | Lake Charles | LA | 70605-2415 | 3375645293 |
| Pat-Rick LLC / Smyth, Patrick L / Allen, Richard L | 190 Alexandria Hwy | | Leesville | LA | 71446-2987 | 3374046400 |
| N Market Restaurant Inc / Haynes, John Stanley | 202 Highway 5 | | Logansport | LA | 71049-3398 | 3186972687 |
| MMPR Marrero Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 1636 Barataria Blvd | | Marrero | LA | 70072-4309 | 5043097457 |
| C J Avery Enterprises LLC / Avery, Chad A / Avery, Jennifer C | 1105 Shreveport Rd | | Minden | LA | 71055-3704 | 3183711400 |
| Fourteen Foods LLC | 1600 Sterlington Rd | | Monroe | LA | 71203-3570 | 3188558239 |
| Ice Cold Ops LLC / Brembeda LLC / Carbo, Michael B / The Shops At Skyline LLC / Marks, Rowan Spencer | 212 South Dr | | Natchitoches | LA | 71457-5042 | 3182140055 |
| Ice Cold Ops LLC / Brembeda LLC / Carbo, Michael B / The Shops At Skyline LLC / Marks, Rowan Spencer | 5386 University Pkwy | | Natchitoches | LA | 71457-7150 | 3182288360 |
| Tioga DM Inc / Looney, James D / Looney, Melissa | 2451 Highway 28 E | | Pineville | LA | 71360-4650 | 3184876111 |
| MMPR Prairieville Hospitality LLC / MMPR Louisiana QSR Holdings LLC / Kalra, Ramandeep Singh / Kalra, Puja | 36572 C Braud Rd | | Prairieville | LA | 70769-3139 | 2253133290 |
| Rayne Restaurants Inc / Chehade, Atef | 1320 the Blvd | | Rayne | LA | 70578-6217 | 3373344265 |
| Quarles Restaurant Group LLC / Quarles, Michael D / Quarles, Kelly R | 1428 Cooktown Road | | Ruston | LA | 71270-2104 | 3182323248 |
| Fourteen Foods LLC | 9565 Mansfield Rd | | Shreveport | LA | 71118-4401 | 3186267835 |
| Nkfg LLC / Cheshire, Vincent Eugene Jr | 1130 Gause Blvd | | Slidell | LA | 70458-3012 | 9852149074 |
| Calcasieu Restaurants Inc / Chehade, Atef | 602 N Adams St | | Welsh | LA | 70591-3508 | 3377343506 |
| Fourteen Foods LLC | 5435 Cypress St | | West Monroe | LA | 71291-7507 | 3186003294 |
| Zovira Inc / Traiforos, Nicholas N / Traiforos, Lisa A | 130 Pond St | | Ashland | MA | 01721-2063 | 5088812050 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------|----------|-----------------|----|------------|------------|
| Dimacopoulos, Theodore | 21 N Main St | | Bellingham | MA | 02019-1551 | 5089660461 |
| Rohirrim Inc / Traiforos, Anthony G / Traiforos, Michael G | 1535 Memorial Dr | | Chicopee | MA | 01020-3932 | 4135353005 |
| Pappas, George M | 122 Main St | | Foxboro | MA | 02035-1839 | 5085436488 |
| Star Ice Partners LLC / Teixeira, Francisco / Gainey, Kenneth W / Ramos, Arthur P | 579 Washington St | | Hanover | MA | 02339-2384 | 7819241139 |
| Prm Foods Inc / Meader, Kevin A | 441 Main St (Rte 28) | | Harwich Port | MA | 02646-1616 | 5084323340 |
| Af Foods Inc / Fedeli, Adam D / Fedeli, David M | 18 Sack Boulevard | | Leominster | MA | 01453 | 9787981053 |
| Pirperis Inc / Pirperis, Demos / Pirperis, Nickoletta / Pirperis, Arthur / Pirperis, Eleni / Gkalios, Theodoros / Gkalios, Jamie E | 190 West St | | Milford | MA | 01757-2239 | 5084734654 |
| Nikpet Inc / Pappas, Pantalitsa | 389 N Washington St | | North Attleboro | MA | 02760-1316 | 5086953947 |
| Goldacre Licensee Inc / Gertsios, Triantafillos / Gertsios, Ilias | 291 Main St | | Spencer | MA | 01562-1836 | 5088852748 |
| Hanioti Licensee Inc / Moudios, Nickolas W / Moudios, Erin, M / Pirperis, Demos / Pirperis, Nickoletta / Pirperis, Arthur / Gkalios, Jamie E | 328 W Boylston St | | West Boylston | MA | 01583-2341 | 5088532700 |
| Thebe Enterprises LLC / Hagen, Richard A / Desai, Manoo V | 721 Grafton St | | Worcester | MA | 01604-2334 | 5084590799 |
| NMS Glen Burnie LLC / Shrestha, Deepak K / Shrestha, Sunil Kumar / Shrestha, Indira | 5734 Ritchie Hwy | | Brooklyn Park | MD | 21225-3641 | 4433128522 |
| Burch Oil Co Inc / Burch Jr, F Elliott / Burch, Donald B (Estate) | 30075 Three Notch Rd | | Charlotte Hall | MD | 20622-3169 | 3018842100 |
| Mckenzie, Donna J | 1330 W Industrial Blvd | | Cumberland | MD | 21502-4414 | 3017226373 |
| Jss Enterprises LLC / Saulsbury, Jeffrey S / Saulsbury, John S | 8438 Ocean Gtwy | | Easton | MD | 21601-7150 | 4108223347 |
| Brycy Inc / Golwalla, Darius B / Golwalla, Sunita | 2030 Liberty Rd (Rte 26) | | Eldersburg | MD | 21784-6129 | 4105495500 |
| Cool Food Inc / Qureshi, Shafiqul H / Shrestha, Sunil Kumar / Shrestha, Sabina / Shrestha, Deepak K | 22 Shining Willow Way | | La Plata | MD | 20646-4224 | 3019348757 |
| Kvmrc LLC / Wash J & L Inc / Peterson, Roger D / Peterson, Dale R / Peterson-Dockeney, Vicki J / Dockeney, Clayton | 1205 National Hwy | | Lavale | MD | 21502-7602 | 3017292280 |
| Zes LLC / Patel, Sanjay / Habib, M Zubair | 21753 Great Mills Rd | | Lexington Park | MD | 20653-3800 | 2402378390 |
| Dream On Enterprises LLC / Mortimer, Greg / Mortimer, Sheri | 12740 Garrett Hwy | | Oakland | MD | 21550-1161 | 3013346161 |
| AIC of West OC Inc / Ramadan, Mohamad S | 12641 Ocean Gtwy | | Ocean City | MD | 21842-9558 | 4103907321 |
| AIC OF GC INC / Ramadan, Mohamad S | 11401 Coastal Highway A | | Ocean City | MD | 21842 | 4433732639 |

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|---|-----------------------------|------------------|------------------|-----------|------------|--------------|
| Knaack, James A / Knaack, Patricia A | 1140 Annapolis Rd | | Odenton | MD | 21113-1602 | 4105519223 |
| HSDQ 01 Inc / Gill, Hardev S / Satija, Sushil / Sidhu, Gurjit Singh / Sandhu, Rajvinder | Golden Ring Shopping Center | 8650 Pulaski Hwy | Rosedale | MD | 21237-3008 | 4105745546 |
| PNA Development II LLC / Parmar, Mandip / Chawla, Simmi / Natesan, Vel / Natesan, Usha / Anderson, Jeffrey / Anderson, Pamela | 2611 N Salisbury Blvd | | Salisbury | MD | 21801-2142 | 4439440724 |
| PNA Development II LLC / Parmar, Mandip / Chawla, Simmi / Natesan, Vel / Natesan, Usha / Anderson, Jeffrey / Anderson, Pamela | 1202 Nanticoke Rd | | Salisbury | MD | 21801-8217 | 4437368546 |
| Ansa LLC / Leighton, Nicole A | 661 Minot Ave | | Auburn | ME | 04210-4071 | 2077777768 |
| WDQ Inc / Bouchard, May B / Bouchard, Ellery W / Wood, Lori A / Wood, Jasen C | 23 Belmont Ave | | Belfast | ME | 04915-6865 | 2073382352 |
| Ellsworth Soft Serve LP / Thorne, Thomas N / Thorne, Christopher N / Smith, Jay A / Ross, Gary M / Policow, Ellen M | 265 High St | | Ellsworth | ME | 04605-1715 | 2074120427 |
| Salomon, Laurence E / Salomon, Dixie / Salomon, Matthew S | 174 State Rd | | Kittery | ME | 03904-1536 | 2074394949 |
| Hannon, Larry / Hannon, Kathleen / Hannon, William / Hannon, Ruth | 613 Stillwater Ave | | Old Town | ME | 04468-2156 | 2078279446 |
| Maine-Ly Foods Inc / Davis Jr, Bernard E | 34 Park St | | Rockland | ME | 04841-2862 | 2075944827 |
| R Squared LLC / Patten Jr, Robert F | 272 Main St | | Westbrook | ME | 04092-4713 | 2078542381 |
| Windham Q LLC / Napolitano Sr, Arthur P | 753 Roosevelt Tr | | Windham | ME | 04062-5341 | 2078929727 |
| WDQ Inc / Bouchard, May B / Bouchard, Ellery W / Wood, Lori A / Wood, Jasen C | 35 Main St | US Rte 1 | Woolwich | ME | 04579-4533 | 2073894426 |
| Dja Incorporated / Armata, Jacob D / Armata, Donald M | 201 E Lead St | | Bessemer | MI | 49911-1407 | 9066636061 |
| Hughes Enterprises Inc / Hughes, Steven J / Hughes, Charron M | 12101 Market Place Dr | | Birch Run | MI | 48415-9489 | 9896240153 |
| Edvis Inc / Edmonds, Charles N / Edmonds, Cynthia L / Edmonds, Scott M / Davis, Dawn M | 2444 S Center Rd | | Burton | MI | 48519-1152 | 8107423250 |
| Sbs Management Group Inc / Sattelberg, Dennis L / Sattelberg, Carl E / Beecher, David W | 1089 E Caro Rd | | Caro | MI | 48723-1203 | 9896737042 |
| B & R Eeats of Cheboygan Inc / Neuman, Ronald J / Neuman, Brenda L | 117 N Main St | | Cheboygan | MI | 49721-1637 | 2316279741 |
| Parkway Dairy Inc / Schroeder, Daryl G / Schroeder, Nannette D | 20515 N Nunnely Rd | | Clinton Township | MI | 48036-2447 | 5864653203 |
| Hughes, Steven J / Hughes, Charron M | 3450 W Vienna Rd | | Clio | MI | 48420-1373 | 8105641453 |
| Coldwater Treats LLC / Haidous, Talal Ghassan | 559 E Chicago St | | Coldwater | MI | 49036-2022 | 5172798542 |
| Davison Treats LLC / Haidous, Talal G / Taha, Ghassan M | 7525 Lapeer Rd | | Davison | MI | 48423-2530 | 8102141210 |

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|--|------------------------|------------------|---------------|-----------|------------|--------------|
| Dearborn Treats LLC / Haidous, Talal Ghassan / Haidous, Amane Karaali | 4600 Greenfield Rd | | Dearborn | MI | 48126-2844 | 3135589870 |
| Dundee Gf LLC / Salameh, Ali / Salamey, Salem A | 606 Tecumseh St | | Dundee | MI | 48131-1054 | 7347080476 |
| Lcas LLC / Wilcox, Adam S / Wilcox, Lindsay C | 118 W Bay St | | East Tawas | MI | 48730-1202 | 9893622071 |
| Onaga, Michael / Onaga, Debra | 17207 E 9 Mile Rd | | Eastpointe | MI | 48021-2554 | 5867738570 |
| Duceatt, Carol | 3852 Pine Grove Ave | | Fort Gratiot | MI | 48059-4215 | 8109828066 |
| Family Fare Inc | 829 W Main St | | Gaylord | MI | 49735-1998 | 9897313298 |
| 4-U Ventures LLC / Shear, Alfred J / Shear, Connie G | 954 E Saginaw Hwy | | Grand Ledge | MI | 48837-9419 | 5177316148 |
| D&J Brothers Inc / Patel, Jay J / Patel, Dhruv | 6450 M 36 | | Hamburg | MI | 48139 | 8102311991 |
| Cappon Foods LLC / Cappon, Jesse T / Cappon, Jamie L | 1025 W M-43 Hwy | | Hastings | MI | 49058 | 2699454174 |
| Hillsdale Treats LLC / Haidous, Talal Ghassan / Haidous, Mohamad G / Haidous, Tarek G | 3285 W Carleton Rd | | Hillsdale | MI | 49242-9458 | 5176105099 |
| Jay Mahi Inc / Patel, Baldevbhai P / Patel, Nileshkumar B / Patel, Bhadreshkumar B / Patel, Daxaben R / Patel, Jayantibhai V | 3058 W Shore Dr | | Holland | MI | 49424-7508 | 6163993090 |
| Krishna Food Inc / Patel, Gunjan J / Patel, Sanjaykumar B / Patel, Kirit N | 1120 N Saginaw St | | Holly | MI | 48442-1353 | 2486343251 |
| BJP LLC / Lafontaine, Paul A | 1761 S Cedar St | | Imlay City | MI | 48444-1363 | 8107246904 |
| D M & G's Inc / Miller, Vern / Miller, Kari | 700 S Carpenter Ave | | Kingsford | MI | 49802-5510 | 9067742602 |
| Ty Foods Inc / Storm, Luke M / Storm, Stacia D | 1406 Jordan Lake St | | Lake Odessa | MI | 48849-1286 | 6163744671 |
| Cadillac Court Investments LLC / Dick, Kenneth W / Gilbert, William / Dick, Barbara / Calhoun, Gerald / Calhoun, Sandra | 888 S Main St | | Lapeer | MI | 48446-3043 | 8106673288 |
| Downing Enterprises Inc / Downing, Fred / Downing, Sharon / Downing, Neil | 201 W Central Ave | | Mackinaw City | MI | 49701-9793 | 2314200452 |
| Bazi Inc / Bazi, Steve / Khammo, William A | 23185 Hall Rd | | Macomb | MI | 48042-5451 | 5865980010 |
| Swanson & Tasson Inc / Tasson, Steven Michael / Swanson, Kevin Charles | 3260 US Highway 41 W | | Marquette | MI | 49855-9483 | 9062732042 |
| Marshall Treats LLC / Haidous, Talal G / Haidous, Tarek, G / Haidous, Mohamad G | 15998 W Michigan Ave | | Marshall | MI | 49068-8539 | 2692564037 |
| Tri-City Treats / Wagner, Margaret M / Wagner, Michael W / Walencewicz, Thomas | Eastlawn Plaza | 917 S Saginaw Rd | Midland | MI | 48640-4602 | 9894863663 |
| Monroe Treats LLC / Haidous, Amane K. / Haidous, Hussein H. / Haidous, Youssef H. | 1390 N. Telegraph Road | | Monroe | MI | 48162 | 7343710000 |

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|--|---------------------------------|--------------------|------------------|----|------------|------------|
| MPO Foods LLC | 3145 S 11th St | | Niles | MI | 49120-4700 | 2696840202 |
| Sundae Street Up LLC / Nickel, Cory D | 413 W US Highway 2 | | Norway | MI | 49870-1125 | 9065639260 |
| MrDQ Enterprises Inc / Rumenapp, Micheal J | 1220 Military St | | Port Huron | MI | 48060-5421 | 8109822808 |
| Just Chillin N Grillin / Zettel, Dominic M / Zettel, Terry L | 309 Bennett St | | Rose City | MI | 48654-9587 | 9896852703 |
| Jay Ambe Food Inc / Patel, Hasumatiben Bimalkumar / Patel, Ankitkumar H / Suthar, Krishna D / Patel, Sanjaykumar Bharatkumar / Patel, Gunjan Jitendrakum | 29580 Gratiot Ave | | Roseville | MI | 48066-4146 | 5867712775 |
| Frickman Enterprises Inc / Frick, James B / Ulman, David L | 2901 Niles Ave | | Saint Joseph | MI | 49085-2417 | 2699831319 |
| Kursinsky Family Enterprises Inc / Kursinsky, Duane / Kursinsky, Wanda J | 286 E Sanilac Rd | | Sandusky | MI | 48471-1150 | 8106483301 |
| Store 45092 LLC / Cordaro, Dawn E | Sterling Heights Assembly Plant | 38111 Van Dyke Ave | Sterling Heights | MI | 48312-1138 | 5862686900 |
| Frickman Enterprises Inc / Frick, James B / Ulman, David L | 4478 Red Arrow Highway | | Stevensville | MI | 49127-8305 | 2695562253 |
| Indy Go Gas & Convenience LLC / Hart, Gavin S / May, Travis W | 1100 W Chicago Rd | | Sturgis | MI | 49091-9260 | 2696513396 |
| Taylor Treats LLC / Haidous, Amane Karaali / Haidous, Hussein | 8115 Telegraph Road | | Taylor | MI | 48180 | 3137247775 |
| Jk Veer Inc / Patel, Baldevbhai / Patel, Nileshkumar B / Patel, Bhadreshkumar B / Patel, Shilpaben A | 200 S US Hwy 131 | | Three Rivers | MI | 49093-9161 | 2692732868 |
| S & J Enterprises of Utica Inc / Gohl, John W / Girjis, Sohail D | 45814 Van Dyke Ave | | Utica | MI | 48317-5370 | 5867394711 |
| Store 44836 LLC / Cordaro, Dawn E | 28039 Mound Rd | | Warren | MI | 48092-2633 | 5868066266 |
| Serra, Albert F | 1801 Washtenaw Ave | | Ypsilanti | MI | 48197-1702 | 7343404108 |
| Team Deadrick Inc / Deadrick, Chris R | 221 2nd St NE | | Aitkin | MN | 56431-1523 | 2189272918 |
| Hinnenkamp, Shayna K / Thom, Lawrence A / Thom, Sandy K | 331 7th St S | | Albany | MN | 56307-9452 | 3208452960 |
| C & A Inc / Hillman, Craig / Hillman, Alesia | 1701 Broadway | | Alexandria | MN | 56308-2705 | 3207634556 |
| Lommen, John D | 600 E Elm St | | Annandale | MN | 55302-1150 | 3202743479 |
| Jindra, Timothy F | 3511 Round Lake Blvd NW | | Anoka | MN | 55303-5002 | 7634218271 |
| Kotrba Enterprises Inc / Kotrba, Benjamin J / Kotrba, Wendy K | 424 Main St | | Anoka | MN | 55303-2017 | 7634213892 |
| BDQ Inc (Mn) / Rice, Jamison J / Rice, Ruth A | 104 Highway 34 | | Barnesville | MN | 56514-3339 | 2183542231 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|---------------------------|-------------------------------|------------------|----|------------|------------|
| Lss LLC / Shebeck, Leigh R / Shebeck, Stacy B | 301 Lake Ave S | | Battle Lake | MN | 56515-4218 | 2188645288 |
| Fourteen Foods LLC | 325 S Walnut St | | Belle Plaine | MN | 56011-2130 | 9528736500 |
| Fourteen Foods LLC | 300 Fern St | | Big Lake | MN | 55309-9460 | 7632637400 |
| Mockingbird LLC / Kraus, John E / Walz, Jill M | 12721 Central Ave NE | | Blaine | MN | 55434-4865 | 7637558600 |
| Hart, Kevin L / Hart, Jillane L | 317 Highway Ave S | | Blooming Prairie | MN | 55917-1444 | 5075832296 |
| Fourteen Foods LLC | Southport Shopping Center | 3701 W Old Shakopee Rd Ste 50 | Bloomington | MN | 55431-3562 | 9528844777 |
| Fourteen Foods LLC | 9304 Lyndale Ave. S. | | Bloomington | MN | 55420 | 6124645583 |
| Fourteen Foods LLC | 1130 Giant Dr | | Blue Earth | MN | 56013-1715 | 5076000071 |
| Brainerd Ice Box Investments Inc / Josephson, Todd W / Josephson, Rhonda K | 522 C St NE | | Brainerd | MN | 56401-3115 | 2188296997 |
| Stedman, David K | 105 Minnesota Ave | | Breckenridge | MN | 56520-1945 | 2186435190 |
| Dbk of Roseau Inc / Klosowski, Richard J / Klosowski, Beth | 609 Hwy 55 E | | Buffalo | MN | 55313-1703 | 7636821761 |
| Queen Nelly LLC / Michaud, Thomas D / Michaud, Carrie L | 1301 Hwy 13 E | | Burnsville | MN | 55337-2912 | 9528901040 |
| Kilo Sierra Investments Corp / Kontz, Gary Lee / Stoks, Gary Richard | 9 St Olaf Ave S | | Canby | MN | 56220-1430 | 5072235995 |
| S.C. Puschinsky Inc / Puschinsky, Shawn A / Puschinsky, Cassie L | 115 6th St NE Ste A | | Cass Lake | MN | 56633-3428 | 2183352908 |
| Kotrba Enterprises Inc / Kotrba, Benjamin J / Kotrba, Wendy K | 11200 Aquila Dr N | | Champlin | MN | 55316-3791 | 7634278441 |
| Big D Enterprises Inc / Hendrickson, Daniel L / Hendrickson, Debra A | 2935 N Chestnut St | | Chaska | MN | 55318-1300 | 9524484054 |
| Fourteen Foods LLC | 720 Nelson Dr | | Clearwater | MN | 55320 | 3205586855 |
| Son Group V LLC / The Son Family Trust / Plaisted, Richard L / Plaisted, Gloria H | 1402 Hwy 33 S | | Cloquet | MN | 55720-2627 | 2188791953 |
| Escalate Affluently Inc / Haukos, Joshua D | 230 Cokato St W | | Cokato | MN | 55321-4654 | 3202862761 |
| Knauf Enterprises Inc / Knauf, Maridee L | 880 Highway 23 E | | Cold Spring | MN | 56320-4519 | 3206853836 |
| Kgb Inc / Luoma, Darin D / Luoma, Kerri A | 370 Northdale Blvd NW | | Coon Rapids | MN | 55448-3362 | 7637575900 |
| Jindra, Phil A | 3595 River Rapids Dr NW | | Coon Rapids | MN | 55448-4103 | 7633236887 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-----------------------|----------|------------------|----|------------|------------|
| JJAK LLC / Nelson, Aaron R / Nelson, Kristy A / Schafer, Jason J / Schafer, Jennifer L | 714 Oak St | | Crosby | MN | 56441-1117 | 2185466124 |
| Zabka Investments LLC / Zabka, Thomas A / Zabka, Nicole M | 36404 County Road 66 | | Crosslake | MN | 56442-2506 | 2186924443 |
| Schland LLC / Hjelmeland, Dustin L / Schwan, John P | 108 6th St | | Dawson | MN | 56232-2137 | 3207692300 |
| Escalate Affluently Inc / Haukos, Joshua D | 403 W River Rd | | Delano | MN | 55328-9103 | 7639722660 |
| Kensinger, Leslie / Kensinger, Ellen | 900 McKinley Ave | | Detroit Lakes | MN | 56501-3504 | 2188478154 |
| Midwest Restaurant Holdings LLC / TC Investments LLC / Johnson, Casey C / Johnson, Tonya M / KLC Holdings LLC / Christianson, Kevin L / K. Christianson Family Trust | 1702 Center Ave W | | Dilworth | MN | 56529-1330 | 2185121003 |
| Group 17 Inc / Kreidermacher, Kiel P / Kreidermacher, Patrick A | 307 Canal Park Dr | | Duluth | MN | 55802-2396 | 2187220799 |
| Lipinski, Thomas A / Lipinski, Margaret A | 5692 Miller Trunk Hwy | | Duluth | MN | 55811-1231 | 2187298756 |
| Top Curl LLC / Selby, Luke W / Selby, Tara K | 4630 Rahn Cliff Rd | | Eagan | MN | 55122-3397 | 6516882725 |
| Msw Foods Inc / Wilson, James M / Wilson, Vicki S | 1412 Central Ave NE | | East Grand Forks | MN | 56721-1605 | 2187737602 |
| Fourteen Foods LLC | 16340 Terry Pine Dr | | Eden Prairie | MN | 55344-2107 | 9529062005 |
| DQ Training Restaurants LLC | 7700 Normandale Blvd | | Edina | MN | 55439-3139 | 9524059427 |
| Mitchell, Scott D / Mitchell, Annette B | 403 Morton Ave | | Elk River | MN | 55330-2512 | 7634411823 |
| Ivancich Inc / Ivancich, Paul F (Estate) / Klun, Kelly M | 1441 E Sheridan St | | Ely | MN | 55731-1744 | 2183655101 |
| Hendrickson & Associates Inc / Hendrickson, Charles / Hendrickson, Winnie | 4050 Hwy 60 W | | Faribault | MN | 55021-8456 | 5073340453 |
| Clemons, Paul / Clemons, Julie | 705 Willow St | | Farmington | MN | 55024-1147 | 6514637244 |
| Skthom Inc / Hinnenkamp, Shayna K | 719 E Vernon Ave | | Fergus Falls | MN | 56537-3031 | 2187365737 |
| Tbtb Inc / Nelson, Trudy J | 555 Lake St S | | Forest Lake | MN | 55025-2610 | 6514646608 |
| FosstonDQ Inc / Holland, Casey T / Holland, Kelly M | 400 1st St E | | Fosston | MN | 56542-1502 | 2184351095 |
| Fourteen Foods LLC | 225 OsborNE Rd NE | | Fridley | MN | 55432-3122 | 7635715080 |
| Bakers Eats LLC / Baker, Dale D / McKeever-Baker, Laurel A | 227 10th St E | | Glencoe | MN | 55336-2026 | 3208643804 |
| Himmel LLC / Mcdonald, Seth A / Mcdonald, Carrieann M | 120 Highway 61 N | | Grand Marais | MN | 55604 | 2183879809 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|---------------------------|-----------------|---------------------|-----------|------------|--------------|
| South GRDQ Inc / Hutchins, Kari Ann | 1940 Pokegama Ave S | | Grand Rapids | MN | 55744-4289 | 2183263366 |
| GFDQ Inc / Aus, James P / Aus, Nancy C | 560 Hwy 212 W | | Granite Falls | MN | 56241-1360 | 3205644268 |
| BtndDQ LLC / Copperud, Gary W / Gunia, Kandi Jo | 17650 Hwy 65 NE | | Ham Lake | MN | 55304 | 7634343400 |
| Johnson-Schultz Restaurant LLC / Johnson, Heidi J / Schultz, Nicholas V / Schultz, Staci D | 1310 Hobart St | | Hawley | MN | 56549 | 2184830293 |
| Son Group III LLC / Plaisted, Richard L / Plaisted, Gloria H | 4703 Market St | | Hermantown | MN | 55811-2642 | 2187271668 |
| Fourteen Foods LLC | 105 Grindstone Ct | | Hinckley | MN | 55037 | 3203847584 |
| Bakers Eats LLC / Baker, Dale D / McKeever-Baker, Laurel A | 46 Main St N | | Hutchinson | MN | 55350-1806 | 3205872076 |
| Ice Box Investments Inc / Josephson, Todd W / Josephson, Rhonda K / Wickham, Dennis D / Wickham, Denise L | 1306 3rd Ave | | International Falls | MN | 56649-2958 | 2182833428 |
| Igh Restaurant LLC / Selbitschka, Michael A / Olson, Joshua P / Lehn, Joseph J | 6655 Cahill Ave | | Inver Grove Heights | MN | 55076-2026 | 6514550339 |
| Staples Enterprises Inc / Staples, Alan / Staples, Brent | 1021 Highway 71 N | | Jackson | MN | 56143-1086 | 5078474662 |
| Fourteen Foods LLC | 10950 175th Ct W | | Lakeville | MN | 55044-5546 | 9528925001 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 13105 Lake Blvd | | Lindstrom | MN | 55045-9528 | 6512572536 |
| Fourteen Foods LLC | 2110 Northern Lights Blvd | | Lino Lakes | MN | 55038-7752 | 6514266310 |
| Fourteen Foods LLC | 625 Apollo Dr | | Lino Lakes | MN | 55014-3020 | 6512552502 |
| LpDQ LLC / Mitzel, Matthew D / Mitzel, Stephanie J | 710 Commerce Rd | | Long Prairie | MN | 56347-1521 | 3207322776 |
| Kilpatrick LLC / Kilpatrick, Jason J | 711 8th Ave | | Madison | MN | 56256-1125 | 3205983858 |
| Luke's Treats Inc / Hanscom, Luke D | 850 Wildwood Rd | | Mahtomedi | MN | 55115-1850 | 6517774686 |
| Fourteen Foods LLC | 13770 83rd Way N | | Maple Grove | MN | 55369-4645 | 7634209830 |
| Maplewood Restaurants LLC / Selbitschka, Michael A / Olson, Joshua P / Lehn, Joseph J | 819 Century Ave N | | Maplewood | MN | 55119-3822 | 6517397143 |
| MDQ Inc / Aus, James P | 1206 E College Dr | | Marshall | MN | 56258-2010 | 5075329350 |
| Boyd, Thomas K / Boyd, Teresa J | 259 W Hwy 65 | | McGregor | MN | 55760 | 2187682050 |
| S & L Thom Inc / Thom, Lawrence A / Hinnenkamp, Shayna K / Thom, Cheri / Thom, Travis / Thom, Sandy K | 208 E Cty Rd 173 | | Melrose | MN | 56352-1602 | 3202563399 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|----------------------|-----------------|------------------|-----------|------------|--------------|
| Peralta Enterprise Inc / Peralta, Andrew L | 38 County 12 N | | Mentor | MN | 56736-3602 | 2186372215 |
| SL Michaels Holdings LLC / Michaels Associates LLC / Michaels, Stephen L / Michaels, Daniel P | 415 10th Ave SE | | Milaca | MN | 56353-3778 | 3209833451 |
| Fourteen Foods LLC | 4912 County Road 101 | | Minnetonka | MN | 55345-2637 | 6124270602 |
| Fourteen Foods LLC | 1110 Highway 25 NE | | Monticello | MN | 55362-3304 | 7632950133 |
| MFL Inc / Schultz, Todd A / Schultz, Marin F | 802 30th Ave S | | Moorhead | MN | 56560-5006 | 2185122222 |
| Danby Inc / Dougherty, Daniel D / Dougherty, Rebecca B | 91 Arrowhead Ln | | Moose Lake | MN | 55767-9453 | 2184854317 |
| Sure Would Inc / Sherwood, Barry L / Sherwood, Kimberlyn A | 550 Highway 65 S | | Mora | MN | 55051-1937 | 3206792055 |
| Nalipinski, Thomas A / Millapinski Companies LLC / Nalipinski, Brian J | 24 Atlantic Ave | | Morris | MN | 56267-1317 | 3205892227 |
| Yoder Family Enterprises LLC / Schultz, Nicholas V / Schultz, Staci D / Johnson, Heidi J | 264 Hwy 10 S | | Motley | MN | 56466-9074 | 2183526152 |
| Wagner & Reiland Inc / Wagner, Kevin R / Reiland, Bradley C / Reiland, Jennifer L | 409 4th Ave SW | | New Prague | MN | 56071-1307 | 9527583349 |
| Winter, Daniel M / Winter, Shelly L | 1501 N Broadway St | | New Ulm | MN | 56073-1234 | 5073599229 |
| Fowler Enterprises Inc / Fowler, James S / Fowler, Heidi R | 38729 14th Ave | | North Branch | MN | 55056-5497 | 6516747680 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 2730 E 16th St | | North Saint Paul | MN | 55109-2342 | 6517771511 |
| Tomkat Inc / Haubrich, Thomas S / Haubrich, Kathy S | 511 N Morse St | | Norwood | MN | 55368-9778 | 9524673452 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 1520 W Lincoln | | Olivia | MN | 56277-1263 | 3205232200 |
| Treatsz LLC / Hinnenkamp, Timothy P / Hinnenkamp, Shayna K / Luedtke, Zachary T | 38664 US Highway 169 | | Onamia | MN | 56359-8012 | 3205323499 |
| Stedman, David K | 833 US Highway 12 | | Ortonville | MN | 56278-4081 | 3208393605 |
| Fourteen Foods LLC | 670 W Bridge St | | Owatonna | MN | 55060-2702 | 5074518398 |
| Stahnke, Peter J / Stahnke, Elizabeth O | 809 1st St E | | Park Rapids | MN | 56470-1708 | 2187325947 |
| Peralta Investments Inc / Peralta, Andrew L / Peralta, Savannah M | 1121 S Broadway | | Pelican Rapids | MN | 56572-4710 | 2188633320 |
| Jp Taylor Inc / Martin, Katherine L / Kaneski, Lisa M | 30799 Patriot Ave | | Pequot Lakes | MN | 56472-4113 | 2185685440 |
| Jammers Inc / Winjum, Marc A / Winjum, Michael T | 802 3rd Ave SE | | Perham | MN | 56573-1735 | 2183464070 |

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|--|----------------------|----------|---------------|----|------------|------------|
| Jp Taylor Inc / Martin, Katherine L / Kaneski, Lisa M | 306 Front St S | | Pine River | MN | 56474 | 2185874762 |
| Fourteen Foods LLC | 800 N Wabasha | | Plainview | MN | 55964-1290 | 5074867227 |
| Fourteen Foods LLC | 4000 Annapolis Ln N | | Plymouth | MN | 55447-5480 | 7635572830 |
| 2 Trojans Inc / Bell, Stuart P | 1102 7th Ave S | | Princeton | MN | 55371-4555 | 7633892080 |
| Howdee Corporation / Clausen, Dee | 4393 Maplewood St SE | | Prior Lake | MN | 55372-2956 | 9524473894 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 1136 E Bridge | | Redwood Falls | MN | 56283-1808 | 5076372200 |
| Thomas D Austin Incorporated / Austin, Thomas D | 7533 Lyndale Ave S | | Richfield | MN | 55423-4011 | 6128694250 |
| DQ Training Restaurants LLC | 2800 W 66th St | | Richfield | MN | 55423-1937 | 6128618941 |
| Fourteen Foods LLC | 13560 Rogers Dr | | Rogers | MN | 55374-9413 | 7634288063 |
| Peralta Family Inc / Peralta, Andrew L / Peralta, Orlando | 1102 3rd St NW | | Roseau | MN | 56751-1906 | 2184633030 |
| Fourteen Foods LLC | 15073 Canada Ave W | | Rosemount | MN | 55068-1758 | 6514234554 |
| Akst LLC / Hinnenkamp, Timothy P / Hinnenkamp, Shayna K / Nelson, Aaron R / Nelson, Kristy A | 624 S Cedar St | | Royalton | MN | 56373-4542 | 3205848182 |
| Lamb, Shane P | 611 Hwy 10 SE | | Saint Cloud | MN | 56304-1254 | 3202520862 |
| Fourteen Foods LLC | 281 Central Ave E | | Saint Michael | MN | 55376-4513 | 7634975254 |
| Fourteen Foods LLC | 1959 Ford Pkwy | | Saint Paul | MN | 55116-1923 | 6516994777 |
| T Stevens Corporation / Stevens, Mark D / Stevens, Rebecca / Stevens, Timothy J | 850 N Minnesota Ave | | Saint Peter | MN | 56082-2425 | 5079314580 |
| Main Street Soft Serve Inc / Neubert, Timothy F / Neubert, Krista J | 1171 S Main St | | Sauk Centre | MN | 56378-1652 | 3203523930 |
| Clausen Corporation / Clausen, Dee | 3939 Egan Dr | | Savage | MN | 55378-2971 | 9528950141 |
| Plaisted, Allen M / Plaisted, Kathryn L / Bounds, Matthew / Bounds, Amy L | 1251 Tasha Dr | | Shakopee | MN | 55379-4425 | 9522332717 |
| Fourteen Foods LLC | 4615 Hodgson Rd | | Shoreview | MN | 55126-6040 | 6514835076 |
| Scott's Second Corporation / Vaubel, Scott A / Vaubel, Teresa L | 617 W Main St | | Sleepy Eye | MN | 56085-1130 | 5077945971 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 137 Access Way | | Spicer | MN | 56288-9601 | 3207962010 |

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|---|----------------------|----------|-------------------|----|------------|------------|
| Fourteen Foods LLC | 300 N Section Ave | | Spring Valley | MN | 55975-1670 | 5074403155 |
| Yoder, Doyle D / Yoder, Debra / Ninja Restaurants of Staples Inc / Doll, Nicholas D / Doll, Jacquelyn M | 1100 2nd Ave NE | | Staples | MN | 56479-2941 | 2188941143 |
| Bkj Operations LLC / Kulesa, William B | 1600 Frontage Rd W | | Stillwater | MN | 55082-2700 | 6513512850 |
| Peralta Inc / Peralta, Andrew L | 700 Highway 32 S | | Thief River Falls | MN | 56701 | 2186813007 |
| Ridl, Josephine K (Estate) | 2120 Arboretum Blvd | | Victoria | MN | 55386-7710 | 9524432294 |
| NORTHDQ Inc / Hutchins, Kari Ann | 8399 Unity Dr | | Virginia | MN | 55792-4005 | 2187413058 |
| Nissen Inc / Nissen, Craig H / Nissen, Sharla R / Millner, Rene A / Nissen, Donell S | 1000 Shields Ave | | Wabasha | MN | 55981-1100 | 6515652100 |
| Fourteen Foods LLC | 10610 W 10th St | | Waconia | MN | 55387-9521 | 6514614183 |
| MXT LLC / Ebner-Tougas, Deborah K | 106 Ash Ave NW | | Wadena | MN | 56482-1347 | 2186314390 |
| Stewart, Jon Lee / Stewart, Lara Rene | 308 Minnesota Ave W | | Walker | MN | 56484-2270 | 2185471460 |
| JECK Inc / Berg, Garrett J / Sandwick, Bethany L | 609 Cedar Ave NW | | Warroad | MN | 56763-2170 | 2183862187 |
| Fourteen Foods LLC | 1904 State St N | | Waseca | MN | 56093-2664 | 5078352970 |
| Liberty Investments of Albert Lea Inc / Weitzel, Kevin L / Weitzel, Tami J | 210 3rd St NW | | Wells | MN | 56097-6223 | 5075533813 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 2020 Hwy 12 E | | Willmar | MN | 56201-5818 | 3202352072 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 2100 1st St S | | Willmar | MN | 56201 | 3202352076 |
| Tw Inc / Trebelhorn, David B / Trebelhorn, Laurie L / Willaert, James R / Willaert, Tera M | 103 W 4th St | | Winthrop | MN | 55396 | 5076475336 |
| Bolles Properties LLC / Bolles, Theodore F | 7450 Currell Blvd | | Woodbury | MN | 55125-2218 | 6517316878 |
| Fourteen Foods LLC | 1640 Humiston Ave | | Worthington | MN | 56187-1756 | 5073765487 |
| Fourteen Foods LLC | 5111 E Viking Blvd | | Wyoming | MN | 55092-8037 | 6514628706 |
| Fourteen Foods LLC | 12475 Fremont Ave NW | | Zimmerman | MN | 55398 | 7638564300 |
| Bucher Inc / Bucher, Layne E / Bucher, Kathryn L / Bucher, Steven L / Bucher, Joan M | 215 E 18th St | | Zumbrota | MN | 55992-1010 | 5077325910 |
| Knarr Inc / Mohr, Jerry L | 4343 Weber Rd | | Afton | MO | 63123-6716 | 3146388114 |

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|--|-------------------------|-----------------|--------------------|-----------|------------|--------------|
| Hbv Inc / Patel, Hiren J / Patel, Apurv A / Patel, Sanjaykumar D | 1959 Richardson Rd | | Arnold | MO | 63010-3998 | 6362230015 |
| Ballwin #41803 LLC / Grindstaff, Angela A / Grindstaff, Brian E | 1445 Big Bend Rd | | Ballwin | MO | 63021-6901 | 6362253457 |
| Narbell Inc / Campbell, Jack | 15850 Clayton Rd | | Ballwin | MO | 63011-2212 | 6363942309 |
| A N Petroleum LLC / Quddus, Abdul / Quddus, Nadia | 3901 Miller St | | Bethany | MO | 64424-2761 | 6604257515 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 1900 SW State Route 7 | | Blue Springs | MO | 64014-3951 | 8162281711 |
| Buffalo Dairy Queen Inc / Crawford, James S / Crawford, Shelly J | 1040 S Springfield Ave | | Bolivar | MO | 65613-2535 | 4173266998 |
| H & J Frozen Assets Inc / Owings, John W / Owings, Stephanie K | 1006 Hwy K | | Bonne Terre | MO | 63628-1349 | 5733584200 |
| Daulat Khan LLC / Pathan, Affaakkhan A | 1600 S Business 61 | | Bowling Green | MO | 63334-3630 | 5733243407 |
| OM Guru Investment Inc / Patel, Raj M | 2620 W 76 Country Blvd | | Branson | MO | 65616-2109 | 4173358974 |
| Patel, Raj M | 1530 State Highway 248 | | Branson | MO | 65616-8183 | 4175441980 |
| Darin Floyd Industries LLC / Floyd, Darin L | 9230 St Charles Rock Rd | | Breckenridge Hills | MO | 63114-4243 | 3144278686 |
| Buffalo Dairy Queen Inc / Crawford, James S / Crawford, Shelly J | 912 S Ash St | | Buffalo | MO | 65622-9317 | 4173457431 |
| Heart of America Restaurant VI LLC / Heart of The Ozarks Investments LLC / Ramseur, Kirt A / Ramseur Jodee | 908 Montgomery St | | Cabool | MO | 65689-7381 | 4179623283 |
| Vandh2O Hospitality Inc / Vandewater, Wayne R / Vandewater, Patricia A | 619 N Business Hwy 5 | | Camdenton | MO | 65020 | 5733465855 |
| Abc Group LLC / Quddus, Abdul / Quddus, Nadia | 412 Northland Dr | | Cameron | MO | 64429-1345 | 8166321778 |
| Diamondhead Management of Cape Inc / Unterreiner, Ronald C / Essner, Gregory D | 31 S Kings Hwy | | Cape Girardeau | MO | 63703-5742 | 5733345845 |
| Davis Shoemaker Enterprises Inc / Davis, Edward L / Davis, Sandra L | 107 E Rives Rd | | Clinton | MO | 64735-1150 | 6608852062 |
| Gatoer Enterprises Inc / Reid, Ryan J / Reid, Michelle L | 1201 Forum Blvd | | Columbia | MO | 65203-1960 | 5734463238 |
| Kimhart LLC / Rogers, Kimberly S / Rogers, Hartley B / Rogers, David B (Estate) | 700 Business Loop 70 E | | Columbia | MO | 65201-3912 | 5734420738 |
| Djmt LLC / Duepner, Daniel J / Duepner, Morgan E | 120 Jefferson Sq | | De Soto | MO | 63020-5917 | 6363374465 |
| Friend, Richard / King, Buddy / Orr, Stephen / Van Ness, Scott | 1701 W Columbia St | | Farmington | MO | 63640-3569 | 5737609002 |
| S B H Enterprises LLC / Patel, Jignaben Pranav | 511 N Cleveland St | | Fayette | MO | 65248-1083 | 6602482555 |

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|--|--------------------------|------------------|----------------|----|------------|------------|
| D P G Enterprises Inc / The Paul Stephen Greer Revocable Living Trust Dated October 11, 2001 / The Carol Ann Greer Revocable Living Trust Dated October 11, 2001 / Greer, David P | 2678 N Hwy 67 | | Florissant | MO | 63033-1438 | 3148375655 |
| RWR Enterprises Inc / Rogers, Kevin A / Rogers, Keith E | 300 Howdershell Rd | | Florissant | MO | 63031-6316 | 3149729606 |
| Amar Krupa Inc / Patel, Mahendra A / Patel, Kaushal M / Patel, Urmilaben A / Patel, Sejal M | 2000 N Bluff St | | Fulton | MO | 65251-2401 | 5736424420 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 6001 Main St | | Grandview | MO | 64030-2690 | 8163267298 |
| Thomas Group -- Harrisonville Inc / Thomas, John R / Thomas, Christine D | 701 S Commercial St | | Harrisonville | MO | 64701-1654 | 8163804762 |
| RWR Enterprises Inc / Rogers, Kevin A / Rogers, Keith E | 1450 Jungs Station Rd | | Harvester | MO | 63303-6079 | 6369281344 |
| DMIK LLC / Duepner, Daniel J / Duepner, Morgan E | 90 Scenic Plaza Dr | | Herculaneum | MO | 63048-1588 | 6369337000 |
| Torretta, Donald J / Torretta, Laura | Gravois Dillon Plaza | 11 Jacqueline Ln | High Ridge | MO | 63049-2489 | 6363768740 |
| Ssad LLC / Collins, Angel R / Collins, Dusty W | 10190 Hwy 21 | | Hillsboro | MO | 63050-5802 | 6367893666 |
| Ashir Group LLC / Jutt, Muhammad A | 4045 Little Blue Parkway | | Independence | MO | 64057-8309 | 8169121619 |
| Diamondhead Management of Cape Inc / Unterreiner, Ronald C / Essner, Gregory D | 2806 E Jackson Blvd | | Jackson | MO | 63755-2948 | 5732435834 |
| Dsw Restaurants Inc / Drury Southwest Inc | 274 Drury Ln | | Jackson | MO | 63755-6807 | 5732435262 |
| Tb Foods LLC / Bauman, Tracy J | 2114 Missouri Blvd | | Jefferson City | MO | 65109-4758 | 5736342240 |
| Heart of America Restaurant III LLC / Ramseur, Kirt A / Ramseur, Jodee | 2015 E 32nd St | | Joplin | MO | 64804-3018 | 4176220260 |
| Red Spoon LLC / Heng, Larry J / Heng, Jane A / Lombardo, Frank J / Lombardo, Angela R | 10350 NE Cookingham Dr | | Kansas City | MO | 64157 | 8164395253 |
| Edensmith Inc / Edens, James David / Edens, Jessica Cheryl / Smith, Andrew Robert | 8530 N Oak Trfy | | Kansas City | MO | 64155-2470 | 8164200965 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 1100 W 135th Terrace | | Kansas City | MO | 64145 | 8162161179 |
| Red Spoon Operating Entity #3 LLC / Heng, Larry J / Heng, Jane A / Lombardo, Frank J / Lombardo, Angela R | 5381 NE Antioch Rd | | Kansas City | MO | 64119-1559 | 8163211101 |
| Red Spoon Operating Entity #2 LLC / Heng, Larry J / Heng, Jane A / Lombardo, Frank J / Lombardo, Angela R | 501 W State Route 92 | | Kearney | MO | 64060 | 8166352422 |
| Soul Enterprises LLC / Stockton, Christopher A | 1403 1st St S | | Kennett | MO | 63857-2523 | 5738883922 |
| Warrenton Oil Company / Baker, Wayne R / Baker, James M / Banhammer, Mary E / Baker, Mark T / Baker, Elaine M / Blakely, Ann B / Baker, Robert W / Baker, David E / Baker, Robert G / Baker, Betty | 3259 County Road 211 | | Kingdom City | MO | 65262-2118 | 5738263290 |
| Ans Group LLC / Quddus, Abdul / Quddus, Nadia | 1407 S Baltimore St | | Kirksville | MO | 63501-4532 | 6606651050 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|-----------------------------|-----------------|-------------------|-----------|------------|--------------|
| Cdj Enterprise Inc / Johnson, David W | 37a SW 1st Ln | | Lamar | MO | 64759-1772 | 4176822417 |
| Heart of America Restaurant II LLC / Ramseur, Kirt A / Ramseur, Jodee | 780 S Jefferson Ave | | Lebanon | MO | 65536-3637 | 4175883972 |
| Thomas Group LLC / Thomas, John R / Thomas, Christine D / Thomas, George R / Thomas, Nancy J | 400 SE Douglas St | | Lees Summit | MO | 64063-4247 | 8165247470 |
| Happy Krupa Inc / Patel, Mahendra A / Patel, Amrutlal H / Patel, Ramilaben A / Patel, Rashmikaben M | 711 Georgia St | | Louisiana | MO | 63353-1611 | 5737545311 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 1609 N Missouri St | | Macon | MO | 63552-2610 | 6603951045 |
| Hinrichs, James R / Hinrichs, Joan J / Lamberson, Cynthia J / Lamberson, Michael R, Lamerson, Connor R / Lamberson, Morgan S | 1669 S Odell | | Marshall | MO | 65340-3325 | 6608862000 |
| Chill N Chat LLC / Deckard, Rita J (Estate) / Mayshark, Cynthia A | 1324 Spur Dr | | Marshfield | MO | 65706-2251 | 4178595675 |
| D P G Enterprises Inc / The Paul Stephen Greer Revocable Living Trust Dated October 11, 2001 / The Carol Ann Greer Revocable Living Trust Dated October 11, 2001 / Greer, David P | 2060 McKelvey Rd | | Maryland Heights | MO | 63043-2308 | 3145761840 |
| Fast N Friendly LLC / Anwar, Muhammad / Quddus, Abdul | 1912 S Main St | | Maryville | MO | 64468-2647 | 6605825622 |
| Khan Estates LLC / Pathan, Affaakkhan A | 3076 S Clark St | | Mexico | MO | 65265-4117 | 5735810903 |
| Get N Along LLC / Deckard, Rita J (Estate) / Mayshark, Cynthia A | 1000 N Central Ave | | Monett | MO | 65708-1034 | 4172357188 |
| O&G LLC / Anwar, Muhammad / Quddus, Abdul | 11630 Saline J Hwy | | Nelson | MO | 65347-3329 | 6608592430 |
| Patel, Raj M | 511 E Cherry St | | Nevada | MO | 64772-2601 | 4176676293 |
| KC Treats LLC / Rodger D Taylor 2011 Revocable Trust / Taylor, Rodger D / Metz, Matthew C / Julie L Boyle Revocable Trust / Boyle, Julie L | 615 Armour Rd | | North Kansas City | MO | 64116-3549 | 8168422345 |
| Toennies, Brian G / Westerheide-Toennies, Ramona L | 9695 Veterans Memorial Pkwy | | O Fallon | MO | 63366-7589 | 6369788972 |
| O'Fallon Ice Cream LLC / Marshall, Leigh C / Marshall, Deborah R | 817 N Main St | | O Fallon | MO | 63366-1788 | 6362402194 |
| Billings, Philip E / Billings, Joan B | 4312 Telegraph Rd | | Oakville | MO | 63129-2649 | 3144876792 |
| Edensmith Inc / Edens, James David / Edens, Jessica Cheryl / Smith, Andrew Robert | 8803 MO-45 | | Parkville | MO | 64152 | 8168328212 |
| Calybr Enterprises LLC / Darr, Cathy L | 1405 Branch St | | Platte City | MO | 64079-7344 | 8168585844 |
| Simmons Family Partnership LLC / Simmons, Gary K / Simmons, Carrie B / Chandler, Daphne K / Lequieu, Jennifer N / Simmons, Andrew T | 2730 N Westwood Blvd | | Poplar Bluff | MO | 63901-2345 | 5736862922 |
| Friend, Richard / King, Buddy / Orr, Stephen / Van Ness, Scott | 777 Purcell Dr | | Potosi | MO | 63664-5601 | 5734367777 |
| Thomas Group -- Raymore Inc / Thomas, John R / Thomas, Christine D | 400 N Foxridge Dr | | Raymore | MO | 64083-8305 | 8163229000 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--------------------------|-----------------|------------------|-----------|------------|--------------|
| A N Petroleum LLC / Quddus, Abdul / Quddus, Nadia | 6904 Hunter St | | Raytown | MO | 64133-5677 | 8163581183 |
| RDQ Inc / Rountree, Marsha J | 147 US Hwy 60 E | | Republic | MO | 65738-1904 | 4177321090 |
| Cremer, Richard T (Estate) / Cremer, Margot L / Cremer, Christin B | 1303 N Bishop | | Rolla | MO | 65401-2151 | 5733647200 |
| Rude Dog Enterprises LLC / White, Jeffery M | 10593 St Charles Rock Rd | | Saint Ann | MO | 63074-1817 | 3144271727 |
| RWR Enterprises Inc / Rogers, Kevin A / Rogers, Keith E | 2195 First Capitol Dr | | Saint Charles | MO | 63301-5803 | 6367246040 |
| First Opp LLC / Leonard, Darin A / Leonard, Susan R / Leeper, Michael D / Leeper, Mary D | 5409 Hampton Ave | | Saint Louis | MO | 63109-3106 | 3143531244 |
| Fast & Friendly Food Services LLC / Patel, Affaakhan | 6070 S Lindbergh Blvd | | Saint Louis | MO | 63123-7041 | 3142008243 |
| First Choice Inc / Scruggs, John I / Scruggs, Heather M | 1015 St Peters Howell Rd | | Saint Peters | MO | 63376-5250 | 6363970501 |
| Heart of America Restaurant V LLC / Heart of The Ozarks Investments LLC / Ramseur, Kirt A / Ramseur, Jodee | 109 Brian Cir | | Saint Robert | MO | 65584-4712 | 5734512565 |
| Djmd LLC / Duepner, Daniel J / Duepner, Morgan E | 18575 Highway 32 | | Sainte Genevieve | MO | 63670-8834 | 5738839800 |
| Shores Enterprises / Shores, Jerry D / Shores, Barbara A | 108 S US Hwy 71 | | Savannah | MO | 64485-1725 | 8163245012 |
| Guesa Queen LLC / Guesa Holdings LLC / Guevara, Jorge R / Guevara, Patricia C / Guevara, Jorge L / Santelli De Guevara, Maria C | 1811 S Limit Ave | | Sedalia | MO | 65301-6945 | 6608262301 |
| Shree Ram Enterprise LLC / Patel, Jignaben Pranav / Patel, Raj M / Patel, Chandubhai S | 308 Washington Ave | | Seneca | MO | 64865-9709 | 4177763586 |
| SLC Sikeston Inc / Coleman, Scott D / Coleman, Lisa R | 1101 S Main St | | Sikeston | MO | 63801-3100 | 5734720206 |
| SGF Treats 2 LLC / Patel, Ashok Has Mukh | 2300 W College St | | Springfield | MO | 65806-1410 | 4178656401 |
| SGF Treats 1 LLC / Patel, Ashok Has Mukh | 3665 E Sunshine St | | Springfield | MO | 65809-2821 | 4178821008 |
| Ramapir Inc (Mo) / Patel, Parulben R / Patel, Jigneshaben H / Patel, Ashvinkumar A | 4150 S Campbell St | | Springfield | MO | 65807-5310 | 4178862253 |
| Heart of America Restaurant IV LLC / Heart of The Ozarks Investments LLC / Ramseur, Kirt A / Ramseur, Jodee | 422 S Hwy 185 | | Sullivan | MO | 63080-3314 | 5738607444 |
| Heart of America Restaurant LLC / Ramseur, Kirt A / Ramseur, Jodee | 101 S State Route 19 | | Thayer | MO | 65791-1400 | 4172642138 |
| Troy #41851 Inc / Grindstaff, Angela A / Grindstaff, Brian E / Songer, Sheryl A / Songer, Darrell L | 120 Magee Rd | | Troy | MO | 63379-3175 | 6364626900 |
| Mataji Inc / Patel, Viralkumar J / Patel, Himanshu B / Patel, Parulben R / Patel, Jigneshaben H / Patel, Rameshbhai P | 1500 Denmark Rd | | Union | MO | 63084-4481 | 6365848400 |
| Bauman, Francis J (Frank) | 810 W Hwy 54 | | Vandalia | MO | 63382-1243 | 5735942062 |

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|---|---------------------------|-----------------|----------------|-----------|------------|--------------|
| Integrity Treats LLC / Rodger D Taylor 2011 Revocable Trust / Taylor, Rodger D / Metz, Matthew C / Julie L Boyle Revocable Trust / Boyle, Julie L | 601 E Young Ave | | Warrensburg | MO | 64093-9609 | 6603620526 |
| TAC Treats LLC / Felton, Joel B / Felton, Amber M | 911 NE Service Rd | | Warrenton | MO | 63383-3013 | 6364566258 |
| Mlidd Inc / Deno, Dennis C / Leeper, Michael D / Leeper, Mary D | 920 Bieker Rd | | Washington | MO | 63090-6618 | 6363909797 |
| Shree Govind LLC / Patel, Ashok Hasmukh / Patel, Jignaben Pranav / Patel, Chandubhai S | 604 S Madison St | | Webb City | MO | 64870-2562 | 4177170986 |
| Madhu LLC / Patel, Parth Maheshkumar / Patel, Maheshkumar Manila | 7809 Big Bend Blvd | | Webster Groves | MO | 63119-2701 | 3149612253 |
| Well Done Enterprises LLC / Grindstaff, Angela A / Grindstaff, Brian E | 777 Independence Rd | | Weldon Spring | MO | 63304-7858 | 6364470037 |
| Wentzchill Enterprises LLC / Grindstaff, Brian E / Grindstaff, Angela A | 702 S Church St | | Wentzville | MO | 63385-1612 | 6363279000 |
| Shrable, Ron M / Shrable, Lowell / Shrable, Flora | 1665 S US Highway 63 | | West Plains | MO | 65775-6014 | 4172562008 |
| Fourteen Foods LLC | 910 W Government St | | Brandon | MS | 39042-3033 | 6018258655 |
| Johnson, Zachary M | 1003 Brookway Blvd | | Brookhaven | MS | 39601-2645 | 6018339311 |
| Johnson's Foods Inc / Johnson, David M / Johnson, Denise M | 625 Hwy 80 E | | Clinton | MS | 39056-5122 | 6019246232 |
| Fourteen Foods LLC | 1800 Harper Rd Ext S | | Corinth | MS | 38834-6769 | 6622876400 |
| Live Oak Fastfoods Inc / Hoda, Gene A / Hoda, Deborah Joyce | 105 Live Oak Dr | | Diamondhead | MS | 39525-3217 | 2282553358 |
| Too Fast Foods Inc / Hoda, Michael V / Hoda, Gene A / Hoda, Deborah J | 10634 Auto Mall Pkwy | | Diberville | MS | 39540-2466 | 2283964420 |
| Fourteen Foods LLC | 112 Lakeland Heights Blvd | | Flowood | MS | 39232-6676 | 6019198655 |
| Seven Moore Inc / Moore, S George / Moore, Judith K | 2610 Pass Rd | | Gulfport | MS | 39501-4880 | 2288642705 |
| Fourteen Foods LLC | 6427 U S Highway 49 | | Hattiesburg | MS | 39401-3102 | 6012640040 |
| Fourteen Foods LLC | 6370 U S Highway 98 | | Hattiesburg | MS | 39402-8532 | 6019092204 |
| Fourteen Foods LLC | 2410 Highway 80 W | | Jackson | MS | 39204-2211 | 6013736262 |
| Sem Foods Inc / Brown, Joel B / Brown, Shannon W | 11 Flynt Rd | | Laurel | MS | 39443-5782 | 6016516557 |
| Lanwill Industries Inc / Lewis, John A / Lewis, Neil A | 1463 Simpson Highway 49 | | Magee | MS | 39111-4210 | 6018492100 |
| Johnson Properties Inc / Johnson, David M / Johnson, Denise M | 2129 Hwy 39 N | | Meridian | MS | 39301-2634 | 6014828655 |

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|---|--------------------------|-----------------|--------------|-----------|------------|--------------|
| Iko Opco LLC / Iko Provision Co LLC / Hobdy Iii, Braxton Tate | 245 John R Junkin Dr | | Natchez | MS | 39120-3821 | 6014423200 |
| Fourteen Foods LLC | 6019 Highway 305 N | | Olive Branch | MS | 38654-3084 | 6628928806 |
| Fourteen Foods LLC | 1700 Jackson Avenue West | | Oxford | MS | 38655 | 6624262048 |
| K & P Investments Inc / Strunk, Shannon R / Strunk, Cynthia / Pugh, Kristin / Pugh, Parker / Baber, Shane / Wood, Lauren | 2421 Denny Ave | | Pascagoula | MS | 39567-2417 | 2282025150 |
| Fourteen Foods LLC | 205 Riverwind Dr | | Pearl | MS | 39208-5653 | 7695243250 |
| Nk Food Group Ms LLC / Cheshire, Vincent Eugene Jr / Cheshire, Leah Madison | 2501 Highway 11 N | | Picayune | MS | 39466-2048 | 7692420742 |
| Fourteen Foods LLC | 105 East Harper St | | Richland | MS | 39218-9771 | 6014206040 |
| Fourteen Foods LLC | 6952 Old Canton Rd | | Ridgeland | MS | 39157-1229 | 6012069259 |
| Fourteen Foods LLC | 6640 Getwell Rd | | Southaven | MS | 38672-6400 | 6624704869 |
| Fourteen Foods LLC | 1101 Louisville St | | Starkville | MS | 39759 | 6626171817 |
| Fourteen Foods LLC | 807 S Gloster St | | Tupelo | MS | 38801-4933 | 6622692499 |
| Fourteen Foods LLC | 30 Orme Dr | | Vicksburg | MS | 39180-5582 | 6017734479 |
| Circle K Stores Inc | 2105 Ten Ten Rd | | Apex | NC | 27539-8134 | 9193873809 |
| Bazmi LLC / Momin, Rizwan / Momin, Raishali Y / Momin, Oveshali / Momin, Sohail F | 2304 Hendersonville Rd | | Arden | NC | 28704-2761 | 8286871883 |
| Fourteen Foods LLC | 707 E Dixie Dr | | Asheboro | NC | 27203-7038 | 3369532326 |
| Southeast Energy LLC / First Coast Energy LLP | 301 Smokey Park Hwy | | Asheville | NC | 28806-1026 | 8286657799 |
| Fourteen Foods LLC | 502 Huffman Mill Rd | | Burlington | NC | 27215-5121 | 3366390220 |
| Walnut Treats LLC / Valkanoff, Andrew P / Valkanoff, Christina C / Valkanoff, Dennis C / Valkanoff, Maryellen A | 631 Walnut St | | Cary | NC | 27511-4223 | 9194652100 |
| Mansa Travel Center Charlotte LLC / Shah, Raken / Shah, Jaymin R | 1339 W Sugar Creek Rd | | Charlotte | NC | 28262-4939 | 9802257992 |
| Me Buffaloe Enterprises Inc / Buffaloe, Michael E | 11697 US Highway 70 W | | Clayton | NC | 27520-2266 | 9195532529 |
| HRARG Dairy Denver LLC / HRA Restaurant Group LLC / Hannay, R Craig / Diversified Restaurant Mangement Services LLC / Starnes Sr, Kenneth E | 416 Atwater Ln | | Denver | NC | 28037-0258 | 9802227497 |
| Jed Foods LLC / Douthat, Mary E | 2359 Zephyr Rd | | Dobson | NC | 27017-7778 | 3363539475 |

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|---|---------------------------------|----------|----------------|----|------------|------------|
| Edenton Treats LLC / Patel, Kashyap B / Patel, Hitarthi H / Patel, Pinalkumar B | 706 N Broad St | | Edenton | NC | 27932-1405 | 2524820718 |
| Vedom Inc / Patel, Pinalkumar B / Patel, Sandip / Patel, Kashyap B | 509 W Ehring Haus St | | Elizabeth City | NC | 27909-4929 | 2523354912 |
| Geraghty Enterprises Inc / Geraghty, Kevin E / Graham, Claudia G / Pagani-Geraghty, Nancy P | 8307 Emerald Dr | | Emerald Isle | NC | 28594-2720 | 2523549024 |
| McKee, Teri G | 3035 Legion Rd | STe 110 | Fayetteville | NC | 28306-4004 | 9104245491 |
| Kausar Inc / Bhonhariya, Abdulrahim N / Momin, Maksudali M / Ali, Uzma I / Momin, Asim A / Momin, Aymanzahera | 3128 Union Rd | | Gastonia | NC | 28056-6922 | 7046859558 |
| Tai Ji Enterprise Inc / Wu, Zong Qin / Wu, Ze Guang | 3221 E 10th St | | Greenville | NC | 27858-4257 | 2528308888 |
| Fourteen Foods LLC | 913 S. Memorial Drive | | Greenville | NC | 27834 | 2524084310 |
| Refuel Operating Company LLC | 543 W Hamlet Ave | | Hamlet | NC | 28345-2623 | 9105575362 |
| Southeast Energy LLC / First Coast Energy LLP | 5445 Asheville Hwy Ste 10 | | Hendersonville | NC | 28791-8024 | 8286549594 |
| Zaynab Inc / Bhonhariya, Abdulrahim N / Momin, Maksudali M | 1513 N Marine Blvd | | Jacksonville | NC | 28540-6476 | 9104551515 |
| Shree Khodiar Corporation / Patel, Praful M / Patel, Urmila P / Patel, Satyam P | 1458 Jag Branch Blvd | | Kernersville | NC | 27284-6956 | 3363104659 |
| Fourteen Foods LLC | 344 Blowing Rock Blvd | | Lenoir | NC | 28645-4406 | 8283022858 |
| Refuel Operating Company LLC | 400 W Roosevelt Blvd | | Monroe | NC | 28110-3538 | 7047764424 |
| Hamad, Samer A | 2302a Arendell St | | Morehead City | NC | 28557-3968 | 2527265647 |
| Mad Treats Inc / Valkanoff, Dennis C / Valkanoff, Maryellen A / Valkanoff, Andrew P | 1008 Morrisville - Carpenter Rd | | Morrisville | NC | 27560-9533 | 9194676753 |
| Sohail & Mian Incorporated / Mehmood, Sohail | 121 Parker Padgett Rd | | Old Fort | NC | 28762-9748 | 8286687511 |
| Mad Treats Inc / Valkanoff, Dennis C / Valkanoff, Maryellen A / Valkanoff, Andrew P | 5260 New Bern Ave | | Raleigh | NC | 27610-1428 | 9197920127 |
| New Dixie Oil Corporation / Aman, T Scott | 1915 Julian R Allsbrook Hwy | | Roanoke Rapids | NC | 27870-5122 | 2525372479 |
| Fourteen Foods LLC | 1321 Benvenue Rd | | Rocky Mount | NC | 27804-1804 | 2522058261 |
| Sanford Treats LLC / Valkanoff, Andrew P / Valkanoff, Christina C | 2831 S Horner Blvd | | Sanford | NC | 27332-8037 | 9197089091 |
| DMQ Inc / Alkurdasi, Mahmoud Belal | 1025 Outlet Center Dr, Ste 910 | | Smithfield | NC | 27577-6020 | 9199340066 |
| Sneads Ferry Foods Inc / Anglin, Jody | 110 Robert Snead Pky | | Sneads Ferry | NC | 28460 | 9103270404 |

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| Circle K Stores Inc | 131 Turnersburg Hwy | | Statesville | NC | 28625-2721 | 7048731841 |
| Toes In The Water Investments Inc / Davis, John L / Davis, Jennifer B | 709 W Corbett Ave | | Swansboro | NC | 28584-8453 | 9103262828 |
| Southeast Energy LLC / First Coast Energy LLP | 200 E Main St | | Sylva | NC | 28779-2811 | 8285865327 |
| Venus Plaza Ice LLC / Anjaniya, Rahul / Brahmabhatt, Darshak / Modi, Nirav V / Patel, Axay A / Shah, Nisit J | 4001 Pembroke Ln | | Wade | NC | 28395-9054 | 9104917605 |
| Southeast Energy LLC / First Coast Energy LLP | 112 Monticello Rd | | Weaverville | NC | 28787-8931 | 8286457700 |
| Fourteen Foods LLC | 1117 Brentway Ave | | Williamston | NC | 27892-7561 | 2527922772 |
| Fourteen Foods LLC | 4155 S Memorial Dr | | Winterville | NC | 28590-8619 | 2525510548 |
| Whitehead Oil Company / Whitehead, Mark A | 502 Highway 6 | | Ashland | NE | 68003-2140 | 4029442047 |
| Engelman, Lavern D / Fugett, Kimberly R | 901 Court St | | Beatrice | NE | 68310-4008 | 4022283810 |
| Simmons, Candice M | 1120 N 6th St | | Beatrice | NE | 68310-2017 | 4022235328 |
| Charvat and Associates II Inc / Charvat Jr, James / Charvat Iii, James J | 501 W Mission Ave | | Bellevue | NE | 68005-5119 | 4022923721 |
| Tgag LLC / Gutschow, Terry G / Gutschow, Brenda K | 1038 Washington St | | Blair | NE | 68008-2102 | 4024264131 |
| 48P LLC / Rayalan LLC / Safranek, Craig A / Safranek, Ken J / Safranek, Kevin R / Safranek, Martha A / Safranek, Gerald A / Safranek, Karen L / Anderson, Arthur J / Anderson, Dianne K / Markham, James M / Markham, Cynthia B / Myers, Dorey | 2716 Thomas Rd | | Broken Bow | NE | 68822 | 3087672067 |
| Fourteen Foods LLC | 665 33rd Ave | | Columbus | NE | 68601-6425 | 4025647841 |
| Six Leaf Enterprises LLC / Schroder, Loren D / Schroder, Shelly L | 320 S Meridian Ave | | Cozad | NE | 69130-9704 | 3087843837 |
| Kamake Inc / Westberg, Karl A / Kentopp, David W / Kentopp, Arleta J | 1739 Hawthorne | | Crete | NE | 68333-1418 | 4028263853 |
| Xr75 LLC / Robertson, Steven L | 20452 Cumberland Dr | | Elkhorn | NE | 68022-4102 | 4025020875 |
| Fourteen Foods LLC | 2208 N Kansas Ave | | Hastings | NE | 68901-2634 | 4024630132 |
| SCN Enterprises LLC / Morten, Kelly R / Johnson, Stacey S | 224 4th Ave | | Holdrege | NE | 68949-2182 | 3089954071 |
| Fourteen Foods LLC | 3711 2nd Ave | | Kearney | NE | 68847-8105 | 3082377835 |
| Fourteen Foods LLC | 901 Plum Creek Pkwy | | Lexington | NE | 68850-2507 | 3083243214 |
| Fourteen Foods LLC | 2136 N 48th St | | Lincoln | NE | 68504-3006 | 4024642654 |

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|---|--------------------------------|--------------------------|--------------|----|------------|------------|
| Wachal Enterprises Inc / Wachal, Michael A / Wachal, Carla J | 760 W O St | | Lincoln | NE | 68528-1315 | 4024753406 |
| Kamake Inc / Westberg, Karl A / Kentopp, David W / Kentopp, Arleta J | 2633 Whitehead Dr | | Lincoln | NE | 68521-8964 | 4024771777 |
| Kamake Inc / Westberg, Karl A / Kentopp, David W / Kentopp, Arleta J | 8510 Bowman Dr | | Lincoln | NE | 68526-6039 | 4024890736 |
| Kamake Inc / Westberg, Karl A / Kentopp, David W / Kentopp, Arleta J | 5545 S 16th Street | | Lincoln | NE | 68512 | 4024830620 |
| Fourteen Foods LLC | 7044 O St | | Lincoln | NE | 68510-2425 | 4024840381 |
| Kamake Inc / Westberg, Karl A / Kentopp, David W / Kentopp, Arleta J | 850 Fallbrook Blvd | | Lincoln | NE | 68521-6648 | 4024359426 |
| Fourteen Foods LLC | 1802 West Omaha Avenue | | Norfolk | NE | 68701 | 4023691371 |
| M T G Inc / Lundell, W L / Lundell, Sally O / Lundell, Michael / Lundell, Thomas / Lundell, Gregory | 802 S Dewey St | | North Platte | NE | 69101-5521 | 3085328360 |
| Avignon Ventures LLC / Avery, Steven D / Avery, Lori L / Collignon, Scott R / Collignon, Brooke P | 200 Texas Trail Dr | | Ogallala | NE | 69153-3034 | 3082844102 |
| Fourteen Foods LLC | 13945 Gold Circle | | Omaha | NE | 68144-2359 | 4023308488 |
| Bte Inc / Evans, Thomas A / Efaw, Jason E | 1922 N 72nd St | | Omaha | NE | 68114-1932 | 4023913754 |
| Fourteen Foods LLC | 404 N 114th St | | Omaha | NE | 68154-2519 | 4023334623 |
| Luce Sr, Jeffrey E | 5071 S 136th St | | Omaha | NE | 68137-1646 | 4028954877 |
| Fourteen Foods LLC | 13150 W Maple Rd | | Omaha | NE | 68164-1858 | 4024319792 |
| Fourteen Foods LLC | Lakeside Plaza Shopping Center | 17101 Lakeside Hills Plz | Omaha | NE | 68130-2339 | 4023330962 |
| Shamrock Enterprises LLC / Avery, Steven D / Avery, Lori L | 109 E Hwy 20 | | Oneill | NE | 68763-2111 | 4023361115 |
| Robertson, Steven L | 6809 S 84th St | | Ralston | NE | 68127-4103 | 4023398600 |
| Robertson, Steven L | 5302 S 72nd St | | Ralston | NE | 68127-3935 | 4026148602 |
| Schuyler Treats LLC / Avery, Steven D / Avery, Lori L | 104 W 22nd St | | Schuyler | NE | 68661-1065 | 4028091609 |
| Merrigan, Yvonne Ostry / Greckel, Debra Ostry / DQB of Scottsbluff Inc / Ostry, Joseph E | 714 W 27th St | | Scottsbluff | NE | 69361-4411 | 3086323663 |
| Avignon Ventures LLC / Avery, Steven D / Avery, Lori L / Collignon, Scott R / Collignon, Brooke P | 642 Glover Rd | | Sidney | NE | 69162-3048 | 3082544078 |
| Charvat and Associates I Inc / Charvat Jr, James / Charvat III, James J | 6085 N 261st Circle | | Valley | NE | 68064 | 4023592240 |

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| Owemander LLC / Pokorny, Jacob R / Pokorny, Jill V | 1122 N Chestnut St | | Wahoo | NE | 68066-1234 | 4024434098 |
| Avery Enterprises LLC / Avery, Steven D / Avery, Lori L | 708 Main St | | Wayne | NE | 68787-1357 | 4023751404 |
| Six Averys LLC / Avery, Steven D / Avery, Lori L | 677 S Lincoln St | | West Point | NE | 68788-2313 | 4023725634 |
| Fourteen Foods LLC | 3608 S Lincoln Ave | | York | NE | 68467-9471 | 4024870661 |
| Gyaan Foods LLC / Lalani, Naushir I / Lalani, Ghalib N | 196 Loudon Rd | | Concord | NH | 03301-6029 | 6038567495 |
| Filip, Jan G | 749 NH Rte 16/302 | | Glen | NH | 03838 | 6033836878 |
| White, Lynn C | 119 Ferry St | | Hudson | NH | 03051-4323 | 6038830400 |
| Dion, David C | 715 2nd St | | Manchester | NH | 03102-5211 | 6036277178 |
| JGF Property Management LLC / Filip Iii, Jan G / Eling, Lucy Filip | 1561 White Mountain Hwy | | North Conway | NH | 03860-5156 | 6033565555 |
| Gyaan Foods LLC / Lalani, Naushir I / Lalani, Ghalib N | 184 Tri City Plz | | Somersworth | NH | 03878-1351 | 6033434447 |
| Rico LLC / Flango, Daniel E / Flango Jr, William E | 200 Market Place Blvd | | Hamilton | NJ | 08691-2105 | 6095812722 |
| Alii Enterprises Inc / Williams, Sheri A | 4104 Louisiana Blvd NE | | Albuquerque | NM | 87109-1805 | 5058838716 |
| S & I of Abq LLC / Canavati, Stavros T | 5500 Kathryn Ave SE | | Albuquerque | NM | 87108-4616 | 5052556288 |
| Laguna Development Corporation / Laguna Pueblo Council / Smith, Jerry | 14500 Central Ave SW | | Albuquerque | NM | 87121-1450 | 5053527923 |
| Krens, Ronald P / Krens, Gayle L (Estate) / Deenihan, Amber R | 506 NE Aztec Blvd | | Aztec | NM | 87410-1705 | 5053345663 |
| CL Foods LLC / Castelli, Michael A / Castelli, Tiffany M | 800 W Broadway Ave | | Bloomfield | NM | 87413-5707 | 5056328607 |
| Bowlin's Inc / Bowlin, Michael L | 136 Main St | | Bluewater | NM | 87005 | 5052740291 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 2221 N Main St | | Clovis | NM | 88101-3512 | 5757634676 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 1111 E 1st St | | Clovis | NM | 88101-7771 | 5757631497 |
| Bowlin's Inc / Bowlin, Michael L | 3890 Gage Station Rd SW | | Deming | NM | 88030-1779 | 5756351482 |
| Jttw LLC / Turner, Jeremiah | 24 Nm Sr 344 Exit 1 | | Edgewood | NM | 87015 | 5052813742 |
| Bowlin's Inc / Bowlin, Michael L | 46 Hc 61 | I-40 At Exit 234 | Encino | NM | 88321-9702 | 5756351484 |

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|--|---------------------------|-------------------------------------|-------------|-----------|------------|--------------|
| R.C. Valley LLC / Romero, Fernando J / Romero, Marcy M / Chavez, Matthew W / Chavez, Melanie A | 1702 N Riverside Dr | | Espanola | NM | 87532-8064 | 5057535887 |
| Anderson, Dana K | 721 E Main St | | Farmington | NM | 87401-2715 | 5053251591 |
| Castelli Enterprises LLC / Castelli, Michael A / Castelli, Tiffany M | 1908 N Dustin Ave | | Farmington | NM | 87401-3549 | 5053274133 |
| GND Food Corp / Sandhu, Ravneet | 1601 East Santa Fe Avenue | | Grants | NM | 87020 | 5056582457 |
| Mack Inc / Mack, Brian G / Mack, D Lynn | 4216 Highway 64 | | Kirtland | NM | 87417-9425 | 5055985544 |
| Apodaca, R Michael / Apodaca, Jeannette L / Apodaca, Michael J | 2601 N Main St | | Las Cruces | NM | 88001-1139 | 5755241747 |
| L'esperance, Oliver | 200 Columbia St | | Las Vegas | NM | 87701-4434 | 5054540745 |
| Vegas1 LLC / Anis, Shahid / Gondal, Saima | 2408 7th St | | Las Vegas | NM | 87701-4967 | 5054256682 |
| Laguna Development Corporation / Laguna Pueblo Council / Smith, Jerry | 169 Casa Blanca Rd | Suite A Dancing Eagle Travel Center | Paraje | NM | 87007-1064 | 5055527702 |
| Dr Pat, Rosie, Charles LLC / Romero, Patrick E / Romero, Rosina / Romero, Charles A | 137 NM Highway 50 | | Pecos | NM | 87552 | 5057572196 |
| Otero's #1 Inc / Otero, Anthony F / Otero, D Sue | 2116 Southern Blvd SE | | Rio Rancho | NM | 87124-3728 | 5059942044 |
| Mjg Corporation / Gluck, Jay | 701 W 2nd St | | Roswell | NM | 88201-3001 | 5756224136 |
| Jge Corporation / Gluck, Jay | 1900 N Main St | | Roswell | NM | 88201-6445 | 5756220002 |
| TT and SL LLC / Truong, Thanh T | Santa Fe Place | 4250 Cerrillos Rd #1328 | Santa Fe | NM | 87507-0961 | 5054718532 |
| Dodge Jr, George A / Dodge, Linda R / Dodge, Adam G | 3500 Historic Route 66 | | Santa Rosa | NM | 88435-2755 | 5754725576 |
| Copper Rose Enterprises Inc / Rivera, James E / Rivera, Sarah M | 306 E 12th St | | Silver City | NM | 88061-6419 | 5755389361 |
| Sk Boeche Family Trust / Boeche, Stephen H / Boeche, Kathleen A | 3198 US Hwy 50 E | | Carson City | NV | 89701-2805 | 7758831002 |
| Khoury, Mariam I | 376 11th St | | Elko | NV | 89801-3984 | 7757383655 |
| Shepard & Humphrey LLC / Shepard, Marjorie A (Estate) / Humphrey, Ginger H / Humphrey, Mark J | 1101 S Taylor St | | Fallon | NV | 89406-5805 | 7754234277 |
| Planet Foods LLC / Khangura, Gurveer / Khangura, Sukhbinder / Sohal, Bahader / Sohal, Sarbjit | 1750 US Highway 395 N | | Minden | NV | 89423-4700 | 7757825014 |
| Chillworks LLC / Thornton, Daniel A / Thornton, Jannel J | 1501 Prater Way | | Sparks | NV | 89431-0955 | 7753595838 |
| Audrey Guthrie Inc / Crabtree, Gail (Estate) / Putman, John A | 51 Gouverneur St | | Canton | NY | 13617-3235 | 3157141000 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--|----------------------|------------------|-----------|------------|--------------|
| Operation Brain Freeze (Cicero) LLC / Goldberg, Mark S / Carl Group Enterprises LLC / Carl, Stephen J | 7984 Brewerton Rd | | Cicero | NY | 13039-9551 | 3152884825 |
| Operation Brain Freeze (Colonie) LLC / Carl Group Enterprises LLC / Carl, Stephen J / Goldberg, Mark S | 1652 Central Ave | | Colonie | NY | 12205-4029 | 5183896110 |
| The East Northport Treat Company LLC / Maier, Laura L / White, Neal E | 4005 Jericho Tpke | | East Northport | NY | 11731-6212 | 6314869213 |
| Dnj Management LLC / Draught, Damon / Draught, Sonja E | 26475 Johnson Rd | | Evans Mills | NY | 13637-3271 | 3156296701 |
| Mjs Food Services LLC / Silver, Martin J | 2319 State Route 66 | | Ghent | NY | 12075-1226 | 5183923440 |
| Operation Brain Freeze (Dewey Ave) LLC / Carl, Stephen J / Goldberg, Mark S | 3644 Dewey Ave | | Greece | NY | 14616 | 5858651151 |
| The Huntington Treat Company LLC / Maier, Laura L / White, Neal E | 321 W Jericho Tpke | | Huntington | NY | 11743-6360 | 6318246972 |
| Miway Food Corporation / Maeder, Jonathan S / Maeder, Ronald A / Maeder, Brenda C | 4164 Albany Post Rd | | Hyde Park | NY | 12538-1761 | 8452297170 |
| Operation Brain Freeze (Lancaster) LLC / Carl Group Enterprises LLC / Carl, Stephen J / Goldberg, Mark S | 6711 Transit Rd | | Lancaster | NY | 14086 | 7162763482 |
| The Levittown Treat Company LLC / Maier, Laura L / White, Neal E | 3095 Hempstead Tpke | | Levittown | NY | 11756-1317 | 5167190180 |
| Three Treats Colonie LLC / Monette Jr, Bruce A / Monette, Brian J / Monette, Christopher P | 3365 State Route 11 | | Malone | NY | 12953-4713 | 5186512030 |
| Icqli LLC / Maier, Laura L / White, Neal, E | 5366 Sunrise Hwy | | Massapequa | NY | 11758-5327 | 5163084683 |
| D & M Food Company / Hayden, Michael Patrick / Hayden, Deborah M / Hayden, Michael Paul / Hayden, Matthew A | 85 Parker Ave | | Massena | NY | 13662-2212 | 3157640600 |
| Michpat & Fam LLC / Robey, Michelle L / Demint, Patricia A / Robey, Brian D | 2846 Rt 112 | | Medford | NY | 11763-1404 | 6318803244 |
| Frost Fast Food LLC / Frost, Donald J / Frost, Yolanda V | 11 James P Kelly Way | | Middletown | NY | 10940 | 8453811118 |
| Palmeri's & Son Inc / Palmeri Sr, Michael A / Palmeri, Colleen M / Palmeri Jr, Michael A | 2432 Niagara St | | Niagara Falls | NY | 14303-1926 | 7162851873 |
| Operation Brain Freeze LLC / Carl, Stephen J / Goldberg, Mark S / Desimone, Steven J | 1100 Jefferson Rd | | Rochester | NY | 14623-3135 | 5854751141 |
| GCL Ventures Inc / Azam, Kanwal | 594 Middle Country Rd | | Saint James | NY | 11780-3206 | 6316480542 |
| Burger Kitchen Inc / Jeevahan, Sivasubramaniam / Shah, Mohamed (Estate) / Kumar, Rupa | Staten Island Ferry - St George Terminal | 12 Ferry Terminal Dr | Staten Island | NY | 10301-2538 | 7184476035 |
| Impeccable Burgers Inc / Thambiah, Sivanewaran / Nagamany, Jeyakumar | 2005 Forest Ave | | Staten Island | NY | 10303-1702 | 7187200777 |
| Gallo, Louis / Gallo, John | 1585 Route 9 | | Wappingers Falls | NY | 12590-2828 | 8452972000 |
| Operation Brain Freeze (Webster) LLC / Carl, Stephen J / Goldberg, Mark S | 919 Hard Rd | | Webster | NY | 14580 | 5856710122 |

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|--|--------------------------------|----------------|----------------|----|------------|------------|
| Po Deep Freeze Holdings LLC / Reber, Kenneth C / Gowda, Anand U / Devore, Cary D | 821 Brittain Rd | | Akron | OH | 44305-1340 | 3307949119 |
| Bryant & Bryant Inc / Bryant, David R / Bryant, Janet L | 691 E Wilbeth Rd | | Akron | OH | 44306-3454 | 3307242050 |
| Rj Biery LLC / Biery, Jeffrey | 1635 W State St | | Alliance | OH | 44601-3683 | 3308215096 |
| R & E Engle Inc / Engle, Richard A / Engle, Ella / Siegenthaler, Heather L | 7502 Leavitt Rd | | Amherst | OH | 44001-2702 | 4409888885 |
| Po Deep Freeze Holdings LLC / Reber, Kenneth C / Gowda, Anand U / Devore, Cary D | 230 E Main St | | Ashland | OH | 44805-2448 | 4192811389 |
| We Score Enterprises Inc / Scullin Jr, James P | 33720 Walker Rd | | Avon Lake | OH | 44012-1043 | 4409332208 |
| Tenyak's D Q Inc / Tenyak, David J | 580 Norton Ave | | Barberton | OH | 44203-1742 | 3307538118 |
| Weisal, Arthur E / Weisal, Patricia A / Moore, Thomas A | 402 E Main St | | Barnesville | OH | 43713-1412 | 7404251475 |
| Crozier, William S / Crozier, Tammy L | 3898 Noble St | | Bellaire | OH | 43906-1232 | 7406762508 |
| Grover & Weisal Inc / Grover, Barbara J / Weisal, Patricia A | 883 National Rd | | Bridgeport | OH | 43912-1464 | 7406351561 |
| King's Ransom Desserts LLC / Monahan, Randy J / Monahan, Natalie R | 1418 Pearl Rd | | Brunswick | OH | 44212-3402 | 3302732686 |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 2504 Locust St S | | Canal Fulton | OH | 44614-9398 | 3308544449 |
| Jdad Inc / Druckenbrod, Judy | 4110 Hills & Dales Rd NW | | Canton | OH | 44708-1662 | 3304927747 |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | Southgate Plaza | 116 30th St SW | Canton | OH | 44706-3028 | 3304846263 |
| Dybell Corp / Schreiber, Keith E | 1009 Main St | | Conneaut | OH | 44030-2145 | 4405932765 |
| SPGR Enterprises Inc / Warther, Karl E / Haller, Aaron K / Warther, Kurt R | 65 Montrose West Ave | | Copley | OH | 44321-2782 | 3306651257 |
| SPGR Enterprises Inc / Warther, Karl E / Haller, Aaron K / Warther, Kurt R | 715 Portage Tr | | Cuyahoga Falls | OH | 44221-3003 | 3309280246 |
| Frischco Inc / Frisch, James B / Frisch, Laura K | 715 Sunbury Rd | | Delaware | OH | 43015-9396 | 7403627588 |
| Re-Score Inc / Pierson, John W / Scullin Jr, James P | 641 Hilliard Rd | | Elyria | OH | 44035-3710 | 4403654411 |
| Hecht, Ronald S / Hecht, Mark C | 29 N Main St | | Englewood | OH | 45322-1326 | 9378362473 |
| Keep It Kool LLC / Chambers, Keith D / Wheeler, Brian J / Wheeler, Chad A | 180 E Dayton Yellow Springs Rd | | Fairborn | OH | 45324 | 9373188437 |
| A Akshar Shivam LLC / Patel, Piyush Jayantibhai / Patel, Niravkumar Bharatkumar | 5841 Dixie Highway | | Fairfield | OH | 45014 | 5137144227 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-----------------------------|----------|------------------|----|------------|------------|
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 1207 W Main Cross St | | Findlay | OH | 45840-2424 | 4194200377 |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 860 Portland Way N | | Galion | OH | 44833-1120 | 4197777235 |
| Sehaj Garrettsville LLC / Kaur, Gulnaz | 8013 State St | | Garrettsville | OH | 44231-1022 | 3305274621 |
| Benns, G William | 35040 Royalton Rd | | Grafton | OH | 44044-9539 | 4407482128 |
| Liette, Ronald E / Liette, Julia A | 10540 Harrison Ave | | Harrison | OH | 45030-1944 | 5133670999 |
| Shirey and Shirey Inc / Shirey, Brian D | 810 W Maple St | | Hartville | OH | 44632-9684 | 3308776697 |
| CGW Ventures Inc / Tehan, George / May, Christopher | 720 Hebron Rd | | Heath | OH | 43056-1352 | 7405224004 |
| C G & K Inc / Martello, Carlo Lax / Kelble, Lisa M | 428 Cleveland Rd E | | Huron | OH | 44839-1750 | 4194332946 |
| Clearwater Treats LLC / Brammer, Jimmy D / Brammer, L Darlene | 4050 Cascades Blvd, Unit A | | Kent | OH | 44240-8034 | 3309686155 |
| The Perfect Cone Inc / Dombroski, Kimberly A / Dombroski, Mark | 1443 S Water St | | Kent | OH | 44240-3847 | 3306780246 |
| Palaki Inc (OH) / Patel, Prit Govindbhai / Patel, Pravin Bhemabhai / Patel, Hasmukh Bhemabhai / Patel, Sanket Baldevbhai | 6416 Pullman Dr | | Lewis Center | OH | 43035-7377 | 7405494628 |
| Burger Queen of Liberty Inc / Cheshire, Daniel E / Huelsman, Bradley J | 4712 Hamilton Middletown Rd | | Liberty Township | OH | 45011-2354 | 5137371398 |
| Aakashi LLC / Patel, Piyush Jayantibhai / Patel, Niravkumar Bharatkumar | 7485 Wyandot Ln | | Liberty Township | OH | 45044-9604 | 5138471356 |
| Keep It Kool LLC / Chambers, Keith D / Wheeler, Brian J / Wheeler, Chad A | 365 Lafayette Street | | London | OH | 43140 | 7409561458 |
| Hj Pap-Freez LLC / Papas, Constantine H / Papas, Brenda K | 1015 W Main St | | Louisville | OH | 44641-1107 | 3308758987 |
| Harig Inc / Harig, Jeannette L / Harig, Russell E / Harig, Heath R | 707 Lincoln Way W | | Massillon | OH | 44647-5415 | 3308329545 |
| CLH Inc / Hendrix, Connie L | 133 Northland Dr | | Medina | OH | 44256-1534 | 3307220514 |
| Bartholomew, Charles L | 2895 Medina Rd | | Medina | OH | 44256-9672 | 3307232252 |
| Patel, Piyush Jayantibhai | 4760 Roosevelt Blvd | | Middletown | OH | 45044-6250 | 5132171818 |
| Minerva Dinners Inc / Goraya, Kawaljit Singh | 613 E Lincolnway | | Minerva | OH | 44657-2008 | 3308686104 |
| Shree Ganeshkrupa Foods LLC / Patel, Devendra Rambhai | 1600 Coshocton Ave | | Mount Vernon | OH | 43050-1416 | 7403261271 |
| New Middletown Rest LLC / Dhaliwal, Gurjeet S | 10201 Main St | | New Middletown | OH | 44442-9717 | 3305422362 |

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|--|--|-------------------------------|-------------------|-----------|------------|--------------|
| Dalqan Holdings LLC / Covelli, Sam A / Candace Covelli Irrevocable Trust of 1993 / Albert M Covelli Irrevocable Trust of 1993 / Danielle Covelli Irrevocable Trust of 1994 | Mahoning Valley Service Plaza, Mile Marker 237 | 3500 E South Range Rd | New Springfield | OH | 44443-9741 | 3305429140 |
| Dalqan Holdings LLC / Covelli, Sam A / Candace Covelli Irrevocable Trust of 1993 / Albert M Covelli Irrevocable Trust of 1993 / Danielle Covelli Irrevocable Trust of 1994 | Glacier Hills Service Plaza, Mile Marker 237 | 12500 Beard Rd Plaza #8 South | New Springfield | OH | 44443 | 3305429820 |
| CGW Ventures Inc / Tehan, George W / May, Christopher | 1775 N 21st St | | Newark | OH | 43055-3161 | 7403666210 |
| Caldwell Confections LLC / Caldwell, Randall E / Caldwell, Tiffany R | 148 E State St | | Niles | OH | 44446-5047 | 3306529213 |
| Dalqan Holdings LLC / Covelli, Sam A / Candace Covelli Irrevocable Trust of 1993 / Albert M Covelli Irrevocable Trust of 1993 / Danielle Covelli Irrevocable Trust of 1994 | 5790 Mines Rd | | Niles | OH | 44446-4464 | 3305059720 |
| Singh Brothers Restaurant LLC / Kaur, Gulnaz / Dhaliwal, Gurjeet S | 10067 Market St | | North Lima | OH | 44452-8560 | 3305493220 |
| Four Score Enterprises Inc / Pierson, Daniel L / Pierson, Kathleen M | 32936 Center Ridge Rd | | North Ridgeville | OH | 44039-2562 | 4403274411 |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 225 W High St | | Orrville | OH | 44667-1559 | 3306832479 |
| M & R Eddy Enterprises LLC / Eddy, Michelle | 6 S Maple St | | Orwell | OH | 44076-9439 | 4404376373 |
| Burger Queen of Oxford Inc / Cheshire, Daniel E / Huelsman, Bradley J | 5046 College Corner Pike | | Oxford | OH | 45056 | 5132559469 |
| Shree Maniba Inc / Patel, Sejal M / Patel, Sunil B / Patel, Pravin B | 9700 Hazelton Etna Rd SW | | Pataskala | OH | 43062-8281 | 7409273919 |
| Frozen Dreams of Pataskala LLC / Weiner, Richard D / Kleinman, Scott D | 15000 E Broad St | | Pataskala | OH | 43068 | 6147622125 |
| The Brewer Group LLC / Brewer, Larry G / Brewer, Carol A / Brewer, Stacie L / Brewer, Steven L / Brewer, Nicole A | 1288 E Ash St | | Piqua | OH | 45356-4110 | 9377788313 |
| Dalqan Holdings LLC / Covelli, Sam A / Candace Covelli Irrevocable Trust of 1993 / Albert M Covelli Irrevocable Trust of 1993 / Danielle Covelli Irrevocable Trust of 1994 | 3044 Center Rd | | Poland | OH | 44514-2158 | 3307573923 |
| Frozen Dreams of Powell LLC / Weiner, Richard D / Kleinman, Scott | 8920 Moreland St | | Powell | OH | 43065 | 7409389006 |
| Philadelphia Properties Inc / Stephanopoulos, George P | 4009 State Rte 14 | | Rootstown | OH | 44272-9720 | 3303251314 |
| Clairsville Cones Inc / Goraya, Kawaljit Singh | 178 E Main St | | Saint Clairsville | OH | 43950-1534 | 7406951360 |
| Cedar Fair LP | 2015 5th St | | Sandusky | OH | 44870-3940 | 4196095916 |
| Rj Biery LLC / Biery, Jeffrey | 4930 Park Ave W | | Seville | OH | 44273-9312 | 3306624076 |
| Via Marie & Co LLC / Silverio, Olivia M | 3795 Central Ave | | Shadyside | OH | 43947-1344 | 7406762548 |
| Brewer, Larry G / Brewer, Carol A | 2194 Fair Rd | | Sidney | OH | 45365-8145 | 9374925305 |
| Tim & Carla LLC / Egger, Timothy R / Egger, Carla A | 215 E Home Rd | | Springfield | OH | 45503-2644 | 9373991812 |

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|---|---------------------------|----------|---------------|----|------------|------------|
| SPGR Enterprises Inc / Warther, Karl E / Haller, Aaron K / Warther, Kurt R | 3645 Fishcreek Rd | | Stow | OH | 44224-4301 | 3306783025 |
| Ineverii Company / Monahan, Randy J / Monahan, Natalie R | 9391 State Route 14 | | Streetsboro | OH | 44241-5223 | 3305523244 |
| Frozen Dreams of Sunbury LLC / Weiner, Richard / Kleinman, Scott D | 211 W Cherry St | | Sunbury | OH | 43074-9596 | 7409130783 |
| Soft Serve Acres LLC / Cornacchione, Kimberly A / Cornacchione, Jason R / Schiciano, S. Edward | 8895 Darrow Rd | | Twinsburg | OH | 44087-2107 | 3304254196 |
| Sehaj Garrettsville LLC / Kaur, Gulnaz | 1840 Town Park Blvd Ste R | | Uniontown | OH | 44685-7799 | 3305634224 |
| Radhe Krishna Foods LLC / Patel, Sanjaykumar P / Patel, Durga A / Patel, Jighnesh P | 48 Fordway Dr | | Vandalia | OH | 45377-1330 | 9378981391 |
| Jinga Inc / Patel, Pravin Bhemabhai / Patel, Chintu B / Patel, Bhupendrakumar A | 1292 Bellefontaine St | | Wapakoneta | OH | 45895-9775 | 4197385054 |
| Caldwell Confections LLC / Caldwell, Randall E / Caldwell, Tiffany R | 6780 Tod Ave SW | | Warren | OH | 44481-9624 | 3308243432 |
| Cleary Foods Inc / Cleary, Thomas B / Cleary, Kary L | 504 S Main St | | Wellington | OH | 44090-1367 | 4406474741 |
| Jay Ambica Inc / Patel, Sunil B / Patel, Pravin Bhemabhai / Patel, Bhumi P / Patel, Aniruddha N | 9128 Cox Rd | | West Chester | OH | 45069-3711 | 5137799700 |
| LG2 LLC / Lay, Scott A / Giles, Terry M / Giles, Jordan D | 1425 12th Ave NW | | Ardmore | OK | 73401 | 5807983096 |
| Luttrell Oil Co Inc / Shaw, Sidney C / Shaw, Stephen H | 7850 Acre | | Billings | OK | 74630-2152 | 5807253537 |
| Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 208 E Hwy 287 | | Boise City | OK | 73933 | 5805442409 |
| DND Central Inc / Dejakhsh, Dara / Dejakhsh, Nader / Ulrich, Dennis C | 3120 W Kenosha St | | Broken Arrow | OK | 74012-8967 | 9188068037 |
| Yellow Rose LLC / Ghanaati, Reza / Ghanaati, Pam | 720 W Choctaw Ave | | Chickasha | OK | 73018-2342 | 4052241712 |
| Oklahoma Del City Inc / Dejbakhsh, Dara / Dejakhsh, Nader / Ulrich, Dennis C | 5400 SE 29th St | | Del City | OK | 73115-4704 | 4056049891 |
| Glow Enterprises LLC / Lowe, Rodney / Lowe, Dyanna / Gain Jr, Robert W / Gain, Jacklyn / Worth, Clarence J / Worth, Demaris E | 2200 S Main St | | Grove | OK | 74344-5328 | 9187866088 |
| LG2 LLC / Lay, Scott A / Giles, Terry M / Giles, Jordan D | 6310 NW Cache Rd | | Lawton | OK | 73505-3305 | 5806998455 |
| Oklahoma Moore Group Inc / Dejbakhsh, Dara / Dejakhsh, Nader / Ulrich, Dennis C | 2301 S Telephone Rd | | Moore | OK | 73160-2967 | 4057034774 |
| Oklahoma Norman Inc / Dejbakhsh, Dara / Dejakhsh, Nader / Ulrich, Dennis C | 1835 W Main St | | Norman | OK | 73069-6453 | 4057013988 |
| Oklahoma City Group Inc / Dejbakhsh, Dara / Dejakhsh, Nader / Ulrich, Dennis C | 14430 N Pennsylvania Ave | | Oklahoma City | OK | 73134-6003 | 4054184109 |
| Oklahoma Yukon Inc / Dejbakhsh, Dara / Dejakhsh, Nader / Ulrich, Dennis C | 900 N Cemetery Rd | | Yukon | OK | 73099-6698 | 4052653300 |

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| Rnc Inc / Trembly, Christopher T / Muranaka, Rick L | 4023 Commercial Ave | | Salem | OR | 97302-3838 | 5035814598 |
| Double B Treats Inc / Coleman, Ronald R / Coleman, Trina M | 3255 Lancaster Dr NE | | Salem | OR | 97305-1353 | 5033780030 |
| River Ranch Restaurants Inc / Hanna, Nancy L | 101 Martin Dr | | Stayton | OR | 97383-1296 | 5037695311 |
| OG Treats Corporation / Grewal, Mohanbir S / Grewal, Narinder K | 2620 Newburg Hwy | | Woodburn | OR | 97071-2816 | 5039810901 |
| Shiv Shakti Krupa 1 LLC / Patel, Babubhai N / Patel, Shelanti D / Patel, Fenny H / Patel, Nishaben V | 2910 Easton Ave | | Bethlehem | PA | 18017-4282 | 6108142714 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 250 W Main St | | Brookville | PA | 15825-1318 | 8147157468 |
| 3615 Creamery LLC / Dmochowski, Brian F / Dmochowski, Keverene | 3615 Market St | | Camp Hill | PA | 17011-4324 | 7177370732 |
| Patel, Parth / Patel, Ekta | 1720 Lincoln Way E | | Chambersburg | PA | 17202-3348 | 7176602319 |
| Clearfield Cones Inc / Goraya, Kawaljit Singh | 2491 Daisy Street Ext | | Clearfield | PA | 16830-1017 | 8147658631 |
| J & F Restaurant Group Inc / Riccobono, Frank J / Riccobono, John | 789 Seven Bridge Rd | | East Stroudsburg | PA | 18301-7941 | 5704209393 |
| Shiv Shakti Krupa 1 LLC / Patel, Babubhai N / Patel, Shelanti D / Patel, Fenny H / Patel, Nishaben V | The Palmer Town Center | 701 S 25th St | Easton | PA | 18045-5301 | 6105596199 |
| Olivicon LLC / Gilligan, Krystin / Gilligan, Steve | 331 N Enola Rd | | Enola | PA | 17025-2123 | 7177282882 |
| Maslowski Steinwehr LLC / Maslowski, John / Kluck, Dana | 230 Steinwehr Ave | | Gettysburg | PA | 17325-2814 | 7173344424 |
| Kanhans LLC / Makwana, Dharmesh / Makwana, Saritha | 1651 S Cameron St | | Harrisburg | PA | 17104-3146 | 7177102602 |
| Fannek Inc / Samosky, Frank F / Samosky, Kristen A | 13637 State Route 422 | | Kittanning | PA | 16201-3549 | 7245431774 |
| Coneheads Inc / Sauve, Carla / Sauve, Jill / Sauve, Amy | 627 Main St | | Lykens | PA | 17048-1310 | 7174531002 |
| Navish, Dennis M / Navish, Mary Ann | 2525 Monroeville Blvd | | Monroeville | PA | 15146-2383 | 4128231392 |
| Livorio, Robert E / Livorio, Barbara | 1613 Freeport Rd | | Natrona Heights | PA | 15065-1415 | 7242240720 |
| J & L Queen LLC / Leader, William J / Leader, Darlene D / Janov, Jason W | 1120 Lincoln Hwy | | North Versailles | PA | 15137-2134 | 4128291917 |
| Kaur, Jasleen | 1223 E Carson St | | Pittsburgh | PA | 15203-1262 | 4124818288 |
| White Cones Inc / Kaur, Gulnaz | 2795 Saw Mill Run Blvd | | Pittsburgh | PA | 15227-1763 | 4128846050 |
| Dev Devi Krupa LLC / Patel, Manan Babubhai / Patel, Saakhi Babu / Krishiv Investors LLC / Patel, Amit J / Patel, Mikul Amrutlal | 1245 Hwy 315 | | Plains Township | PA | 18702-7006 | 5702700947 |

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|--|-------------------------------|-----------------|-------------------------|-----------|------------|--------------|
| Om Sai Krupa LLC / Patel, Babubhai N / Patel, Mukesh H / Patel, Shelanti D | 5710 Perkiomen Ave | | Reading | PA | 19606-3699 | 6105826816 |
| Om Sai Krupa LLC / Patel, Babubhai N / Patel, Mukesh H / Patel, Shelanti D | 820 Kenhorst Plz | | Reading | PA | 19607-3650 | 6107754047 |
| Italian Garden Inc / Lovik, Simona | 1741 N Susquehanna Trl | | Selinsgrove | PA | 17870-7788 | 5707437700 |
| L & C, A Partnership / Livengood, Lisa A / Livengood, Jack T / Livengood, Mary Jo | 10953 Rte 322 | | Shippenville | PA | 16254-4837 | 8142269141 |
| Dev Devi Krupa LLC / Patel, Manan Babubhai / Patel, Saakhi Babu / Krishiv Investors LLC / Patel, Amit J / Patel, Mikul Amrutlal | 839 Northern Blvd | | South Abington Township | PA | 18411-2230 | 5703191248 |
| Winn, Brian T / Winn, Marjorie A | 606 Hastings St | | South Williamsport | PA | 17702-7607 | 5703211819 |
| Shera E Punjab Inc / Kaur, Gulnaz / Goraya, Kawaljit Singh / Goraya, Gural Singh | 310 W Aaron Dr | | State College | PA | 16803-3044 | 8142382731 |
| TDQ LLC / Riccobono, Frank J | 2927 Route 611 | | Tannersville | PA | 18372-7804 | 5708729950 |
| Stoops, Gary W | 1067 Market St | | Warren | PA | 16365-1269 | 8147234920 |
| Sweet Treat LLC / Ashburn, Bradley R / Ashburn, Ann M | 1951 E Main St | | Waynesboro | PA | 17268-1880 | 7177628944 |
| WsDQ Management LLC / Stratigos, Harry J | 1990 Lincoln Way | | White Oak | PA | 15131-2416 | 4126724788 |
| Beautiful Day Inc / Miller, John E / Miller, Pamela S | 1740 Roosevelt Ave | | York | PA | 17408-8505 | 7178465389 |
| Peterson, Jason M / Peterson, Carrie L | 28670 Route 6 | | Youngsville | PA | 16371 | 8145637435 |
| Enduring Group LLC / Draught, Damon / Draught, Sonja E / Pappas, Philip / Pappas, Maria | 275 Atwood Ave | | Cranston | RI | 02920-4047 | 4012755055 |
| Fazilabbas Inc / Momin, Missba M / Momin, Maksudali M / Ali, Uzma I | 115 Sea Island Pkwy | | Beaufort | SC | 29907-1500 | 8435256760 |
| Cool Treatz LLC / Higgins, Jacob M | 30 Plantation Park Dr Ste 201 | | Bluffton | SC | 29910-6071 | 8438157575 |
| Riz & Vic Inc / Momin, Rizwan G / Momin, Iqbal R / Momin, Hani M / Momin Chantell M / Momin, Sahil M / Bardai, Serena N | 250 N Beltline Dr | Bldg A, Unit 10 | Florence | SC | 29501-7432 | 8436298235 |
| Bcr Foods 1 LLC / Murray, Brian E / Food Masters Inc / Moore, Thomas W / Moore, Ronald M | 2524 Highway 160 W | | Fort Mill | SC | 29708-8487 | 8035472838 |
| Wd LLC / Roby, Philip B / Dugdale, John A / Dugdale, Kristen S | 203a N Goose Creek Blvd | | Goose Creek | SC | 29445-2966 | 8436373731 |
| Skyhill Inc / Momin, Rizwan / Momin, Raishali Y / Momin, Rishazehra / Momin, Sohail F | 1806 W Blue Ridge Dr | | Greenville | SC | 29611-3410 | 8642465250 |
| AJ Foods Inc / Munshi, Mohmadiftekhar M / Momin, Mohmedkamil I / Sabusa, Mohmadtaki V / Momin, Alishah Bachubhai / Momin, Mohamed Saif | 217 Highway 72 By Pass NW | | Greenwood | SC | 29649-1510 | 8642239234 |
| Khadijah Inc / Momin, Aliakbar O / Momin, Jiyabanu S / Momin, Tanveera Ajmeri / Momin, Zamana M / Ali, Uzma I | 1376 W Wade Hampton Blvd | | Greer | SC | 29650-1125 | 8648484443 |

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|---|----------------------|----------|----------------|----|------------|------------|
| Riz and Sadiq LLC / Pathrawala, Sadiq R / Momin, Asfak R / Momin, Rizwan G / Taibali, Aziz | 112 N Main St | | Mauldin | SC | 29662-2510 | 8643739896 |
| Hmr of Mb LLC / Elshaer, Ramy H | 2103 S Kings Hwy | | Myrtle Beach | SC | 29577-4821 | 8434482231 |
| MB Food Services II LLC / Elshaer, Ramy H | 101 Orchard Dr | | Myrtle Beach | SC | 29579-7065 | 8439033762 |
| M B Food Services LLC / Elshaer, Ramy H | 2700 N Kings Hwy | | Myrtle Beach | SC | 29577-3012 | 8432131553 |
| Yusuf Inc / Malek, Abdulraheman / Malek, Tanzil / Momin, Maksudali / Momin, Kamela | 1051 Edgefield Rd | | North Augusta | SC | 29860-9279 | 8035997074 |
| Carolina G&C LLC / Atkins Jr, William H / Seawell Iv, Howard C / Tag Ventures LLC / Atkins, William H / Atkins, Charles D | 10391 Ocean Hwy | | Pawleys Island | SC | 29585-6520 | 8433143024 |
| Muskan Inc / Momin, Raishali Y / Momin, Rizwan | 7701 Highway 76 | | Pendleton | SC | 29670-1818 | 8646467242 |
| Om&Sweta LLC / Patel, Manish S | 80 Blue Heron Dr | | Ridgeland | SC | 29936-9522 | 8437262195 |
| Zarina Inc / Momin, Rizwan G / Pathrawala, Sadiq / Momin, Asfak | 100 Dorman Center Dr | | Spartanburg | SC | 29301-2625 | 8645760100 |
| Atlantis Inc | 500 Buff Blvd | | Summerton | SC | 29148-7464 | 8034852475 |
| Carolina G&C LLC / Atkins Jr, William H / Seawell Iv, Howard C / Tag Ventures LLC / Atkins, William H / Atkins, Charles D | 999 US 17 Bus | | Surfside Beach | SC | 29575-6002 | 8432327721 |
| Fourteen Foods LLC | 201 S Splitrock Ave | | Brandon | SD | 57005 | 6052501835 |
| Fourteen Foods LLC | 2100 S Minnesota Ave | | Sioux Falls | SD | 57105-3710 | 6053382961 |
| Fourteen Foods LLC | 4407 E 10th St | | Sioux Falls | SD | 57103-2601 | 6053382962 |
| Fourteen Foods LLC | 5420 W 26th St | | Sioux Falls | SD | 57106-0604 | 6053615192 |
| Fourteen Foods LLC | 204 N Kiwanis Ave | | Sioux Falls | SD | 57104-2530 | 6059776591 |
| S&S Foods Inc / Momin, Abrarali Imtiyazali / Momin Nabila Johar | 356 S Bells St | | Alamo | TN | 38001-1927 | 7316962228 |
| Shaukatali Inc / Momin, Mohammedsadiq S / Momin, Mohamad Taki Rashidali | 2819 Murfreesboro Rd | | Antioch | TN | 37013-2011 | 6153990044 |
| Fourteen Foods LLC | 1013 Decatur Pike | | Athens | TN | 37303-3039 | 4234537999 |
| Atoka Treats LLC / Ms Tenn Treats LLC / Ray, Ravin D (Estate) / Mt Treats Management Inc | 11542 Hwy 51 S | | Atoka | TN | 38004-7128 | 9018371185 |
| Fourteen Foods LLC | 8215 Highway 100 | | Bellevue | TN | 37221-4007 | 6159150334 |
| Fourteen Foods LLC | 7613 Highway 70 S | | Bellevue | TN | 37221-1854 | 6159561962 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|----------------------------|-----------------|--------------|-----------|------------|--------------|
| Fourteen Foods LLC | 2940 W State St | | Bristol | TN | 37620-1717 | 4236893053 |
| J & P Stephens Inc / Stephens, Joseph E / Stephens, Pamela R | 2570 Anderson Ave | | Brownsville | TN | 38012-8354 | 7317723099 |
| LSR Foods Inc / Douthat, Mary E / Douthat, Austin L / Douthat, Sarah E / Douthat, Rebecca A / Douthat, Jonathon E | 14044 W Andrew Johnson Hwy | | Bulls Gap | TN | 37711-2524 | 4232351023 |
| Ramsey & Son LLC / Ramsey, Bill G / Ramsey, Derrick A | 1245 Livingston Hwy | | Byrdstown | TN | 38549-4595 | 9318647552 |
| Zaman LLC / Momin, Sohel N / Momin, Shahir N | 1008 Gainsboro Hwy | | Celina | TN | 38551-5011 | 9312433277 |
| Jcs Properties LLC / Story, Justin Caleb | 3389 Highway 48 N | | Charlotte | TN | 37036 | 6157890008 |
| Fourteen Foods LLC | 2118 Gunbarrel Rd | | Chattanooga | TN | 37421-2607 | 4237025917 |
| Groves Leasing Inc / Groves, Allan D / Groves, Jeffery R | 1055 S Riverside Dr | | Clarksville | TN | 37040-4303 | 9316471616 |
| Fourteen Foods LLC | 275 Paul Huff Pkwy | | Cleveland | TN | 37312-2966 | 4234799899 |
| Fourteen Foods LLC | 1221 Trotwood Ave | | Columbia | TN | 38401-4854 | 9312861643 |
| Bean, Bruce J | 38 W Spring | | Cookeville | TN | 38501-3225 | 9315265431 |
| Cordova Chill LLC / Pattela, Jayalakshmi | 101 N Houston Levee Rd | | Cordova | TN | 38018-7161 | 9017537214 |
| Tenntime Inc / Kratzer, Charles | 760 N Main St | | Crossville | TN | 38555-5611 | 9314841771 |
| ZSDQ LLC / Farooqi, Shayan | 1897 Genesis Rd | | Crossville | TN | 38555-5634 | 9314847633 |
| Fourteen Foods LLC | 2128 Decherd Blvd | | Decherd | TN | 37324-3820 | 9319670307 |
| Sumu LLC / Momin, Sohel N / Momin, Mohammed Yahya | 202 Hensley Dr | | Dickson | TN | 37055-2020 | 6154463333 |
| Naushad LLC / Momin, Sohel N / Momin, Kashif I / Momin, Shahir N | 15070 Rankin Avenue | | Dunlap | TN | 37327 | 4239493555 |
| Fourteen Foods LLC | 396 US Highway 51 Byp W | | Dyersburg | TN | 38024-1931 | 7318821931 |
| Fourteen Foods LLC | 633 Camp Jordan Pkwy | | East Ridge | TN | 37412-4250 | 4233564676 |
| Fourteen Foods LLC | 100 Bemberg Rd | | Elizabethton | TN | 37643-2937 | 4234405118 |
| Fourteen Foods LLC | 11208 Kingston Pike | | Farragut | TN | 37934-2808 | 8654550260 |
| Fourteen Foods LLC | 1232 Huntsville Hwy | | Fayetteville | TN | 37334-3618 | 9314330300 |

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|--|---------------------------|-------------------------|----------------|----|------------|------------|
| Whitson, C Frank / Whitson, Donna C | 185 S Grundy Quarles Hwy | | Gainesboro | TN | 38562-9503 | 9312682286 |
| Fourteen Foods LLC | 672b Nashville Pike | | Gallatin | TN | 37066-3196 | 6154526071 |
| Wooden & Wooden LLC / Wooden, James / Wooden, Ryan | 211 S Main St | | Goodlettsville | TN | 37072-1710 | 6158593009 |
| Gray Dairy Queen Inc / Carver, Robert L | 165 Old Gray Station Rd | | Gray | TN | 37615-3470 | 4234778881 |
| Fourteen Foods LLC | 3630 E Andrew Johnson Hwy | | Greeneville | TN | 37745-1083 | 4235255109 |
| Ksk Henderson Partnership / Shah, Smita Sejal / Shah, Sejal Shirishchandra / Patel, Kartik R / Patel, Kentanchandra K | 725 E Main St | | Henderson | TN | 38340-1708 | 7314351466 |
| Fourteen Foods LLC | 1023 Glenbrook Way | | Hendersonville | TN | 37075-1231 | 6152643771 |
| DQ Hixson Inc / Crawford, Ronald J | 5433 Hwy 153 | | Hixson | TN | 37343-3720 | 4238772253 |
| Fourteen Foods LLC | 2294 N Highland Ave | | Jackson | TN | 38305-4952 | 7316602808 |
| Fourteen Foods LLC | 808 Vann Dr | | Jackson | TN | 38305-6022 | 7317361139 |
| Ramsey Inc / Ramsey, Bill G | 328 N Main St | | Jamestown | TN | 38556-3244 | 9318799293 |
| Abbas LLC / Momin, Rizwan / Momin, Raishali Y / Momin, Nazadali A / Momin, Iffatbanu M | 4955 Main St | | Jasper | TN | 37347-3659 | 4239421300 |
| Nilkanth Joelton Corporation / Patel, Jatinkumar D / Patel, Mansi J | Heritage Travel Center | 7201b Whites Creek Pike | Joelton | TN | 37080-8635 | 6152995488 |
| Forbes-Harris Investments Inc / Harris, Michael L / Forbes-Harris, Jackie E | 402 E Market St | | Johnson City | TN | 37601-4830 | 4239268421 |
| Emory, Joel K / Emory, James A | 819 Lynn Garden Dr | | Kingsport | TN | 37660-5605 | 4232473231 |
| New Ambica Inc / Patel, Viren R / Patel, Atit Uttambhai / Patel, Ashvinkumar R / Patel, Akash Kanubhai / Patel, Hiren Kanubhai | 7201 Kingston Pike | | Knoxville | TN | 37919 | 8659995960 |
| Fourteen Foods LLC | 2401 Jacksboro Pike | | La Follette | TN | 37766-2908 | 4237170803 |
| Mylemadd Investments Corporation / Crowder, Christopher M / Crowder Andrea D | 201 Hwy 52 Bypass W | | Lafayette | TN | 37083 | 6156883737 |
| 1110 Enterprises LLC / Sentz, Robert | 1110 N Locust Ave | | Lawrenceburg | TN | 38464-2709 | 9317622741 |
| Fourteen Foods LLC | 1502 W Main St | | Lebanon | TN | 37087-3200 | 6152393505 |
| Fourteen Foods LLC | 850 N Ellington Pkwy | | Lewisburg | TN | 37091-2271 | 9313597394 |
| Shah, Sejal Shirishchandra / Shah, Smita Sejal | 650 W Church St | | Lexington | TN | 38351-1710 | 7319687101 |

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| Walters, Gordon Frank / Walters, Beth | 512 W Main St | | Livingston | TN | 38570-1718 | 9318231811 |
| Tennessee Restaurant Group LLC / Homayoon, Sepehr Seth / Ferdowsi, Farzin / Aminmadani, Homayoun / Homayoon, Vafa Clint | 1209 Gallatin Pike S | | Madison | TN | 37115-4623 | 6158680037 |
| Fourteen Foods LLC | 1724 W Broadway Ave | | Maryville | TN | 37801-5510 | 8654691792 |
| AGA LLC / Momin, Sohel N / Momin, Mohammed Yahya | 9460 US Highway 70 E | | Mc Ewen | TN | 37101-4704 | 9315823650 |
| Rida Inc / Momin, Sohel N / Momin, Shahir N / Momin, Mohammed R | 708 Smithville Hwy | | Mcminnville | TN | 37110-1644 | 9314735154 |
| Fourteen Foods LLC | 117 W Morris Blvd | | Morristown | TN | 37813-2233 | 4232310601 |
| Fourteen Foods LLC | 1420 N Mount Juliet Rd | | Mt Juliet | TN | 37122-3341 | 6157960377 |
| K R & B Inc / Dieters, Robert M / Dieters, Renee | 1735 Memorial Blvd | | Murfreesboro | TN | 37129-1520 | 6158934637 |
| VB LLC / Van Buskirk, David L / Van Buskirk, Richard H / O'Brien, Michael R | 2910 S Rutherford Blvd | | Murfreesboro | TN | 37130-5993 | 6152174099 |
| VB LLC / Van Buskirk, David L / Van Buskirk, Richard H / O'Brien, Michael R | 510 Cason Ln | | Murfreesboro | TN | 37128-8418 | 6152165814 |
| Kapa Ventures LLC / Mcnamara, Peter H | West End Square | 3404 W End Ave | Nashville | TN | 37203-1029 | 6153850007 |
| Tennessee Restaurant Group LLC / Homayoon, Sepehr Seth / Ferdowsi, Farzin / Aminmadani, Homayoun / Homayoon, Vafa Clint | 4831 Nolensville Pike | | Nashville | TN | 37211-5409 | 6158315600 |
| Fourteen Foods LLC | 100 S Rutgers Ave | | Oak Ridge | TN | 37830-6718 | 8656170836 |
| Fourteen Foods LLC | 1114 Mineral Wells Ave | | Paris | TN | 38242-4906 | 7313883225 |
| Fourteen Foods LLC | 401 Highway 52 W | | Portland | TN | 37148-1464 | 6153255828 |
| Eylau Properties LLC / Ms Tenn Treats LLC / Ray, Ravin D (Estate) / Mt Treats Management Inc | 480 Highway 51 N | | Ripley | TN | 38063-5900 | 7314192566 |
| Fourteen Foods LLC | 755 Wayne Rd | | Savannah | TN | 38372-1967 | 7319251738 |
| Fourteen Foods LLC | 1179 Dolly Parton Pkwy | | Sevierville | TN | 37862-3727 | 8654073213 |
| Fourteen Foods LLC | 10724 Chapman Hwy | | Seymour | TN | 37865-4756 | 8652740082 |
| A General Partnership Consisting of Tony N Clanton & Anna M Clanton / Clanton, Tony N / Clanton, Anna M | 317 Lane Pkwy | | Shelbyville | TN | 37160-3130 | 9316845168 |
| Rehan LLC / Momin, Sohel N / Momin, Shahir N / Momin, Mohammed Raza | 303 W Broad St | | Smithville | TN | 37166-1622 | 6155975545 |
| Fourteen Foods LLC | 420 Sam Ridley Pkwy W | | Smyrna | TN | 37167-5620 | 6154625906 |

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| Fourteen Foods LLC | 2540 Memorial Blvd | | Springfield | TN | 37172-3923 | 6153847444 |
| VB LLC / Van Buskirk, David L / Van Buskirk, Richard H / O'Brien, Michael R | 300 E Carroll St | | Tullahoma | TN | 37388-3946 | 9314559058 |
| Jcs Properties LLC / Story, Justin Caleb | 4265 Highway 70 E | | White Bluff | TN | 37187 | 6157971181 |
| Fourteen Foods LLC | 530 Highway 76 | | White House | TN | 37188-9203 | 6155595004 |
| Fourteen Foods LLC | 21335 Highway 22 N | | Wildersville | TN | 38388-7350 | 7319671006 |
| Khadra Ventures Inc / Khadra, Samir | 902 S Auburn Way | | Auburn | WA | 98002-6101 | 2539392960 |
| Forty Ninth Investments LLC / Sangha, Harpreet K / Sangha, Gurpreet K / Kaur, Gurdev | 3080 148th Ave SE | | Bellevue | WA | 98007-6420 | 4257471370 |
| Whitman Management LLC / Whitman, Scott H / Whitman, Denise C | 811 Iowa St | | Bellingham | WA | 98225-4228 | 3606710855 |
| Cordata Restaurant Management Inc / Whitman, Scott H / Whitman, Denise C | 4170 Cordata Pkwy | | Bellingham | WA | 98226-7605 | 3607782544 |
| Randhir Inc / Singh, Kuldeep / Sangha, Harvir S | 20511 Bothell Everett Hwy SE | | Bothell | WA | 98012-7134 | 4254863800 |
| Jc Singh Ent LLC / Chandi, Gulzar S / Singh, Navjot | 14310 Ambaum Blvd SW | | Burien | WA | 98166-1444 | 2062429974 |
| Azra LLC / Virani, Amirali K / Virani, Rubina | 7530 212th St SW | | Edmonds | WA | 98026-7604 | 4257760303 |
| Gs Chandi Enterprises LLC / Chandi, Gulzar / Singh, Navjot | 6521 Evergreen Way | | Everett | WA | 98203-4554 | 4252907246 |
| Jc1 Enterprises Inc / Singh, Karamjit / Brar, Shama K | 230 128th St SW | | Everett | WA | 98204-6312 | 4253553447 |
| Chaudhary Management Group Inc / Ahmed, Nadeem / Nadeem, Shazia / Ejaz, Muhammad | 2305 SW 336th St | | Federal Way | WA | 98023-3823 | 2539271066 |
| Whitman, Denise C / Whitman, Scott H | 5631 Riverside Dr | | Ferndale | WA | 98248-9443 | 3603841312 |
| Stony Lake Enterprises Inc / Tierney, Thomas M / Tierney, William C / Tierney, John Kerry | 2815 W 2nd Ave | | Kennewick | WA | 99336-2953 | 5097834006 |
| Kent FastFoods LLC / Beniwal, Vijayender / Bhatt, Samir P / Sanagapalli, Srinivasa R / Malik, Paras D / Anis, Shahid | 25206 104th Ave SE | | Kent | WA | 98030-6439 | 2538547626 |
| Ynk Company / Hong, Ki Yong / Hong, Yun Su / Hong, Choi Hui | 10004 NE 137th St | | Kirkland | WA | 98034-5239 | 4258206805 |
| Yashsuraj Investment LLC / Singh, Tejpal | 8933 Market Pl Ste L | | Lake Stevens | WA | 98258-4909 | 4252492187 |
| Meridian Restaurant Management Inc / Whitman, Scott H / Denise C | 8102 Guide Meridian | | Lynden | WA | 98264-9421 | 3603542566 |
| Yashraj22 Investment LLC / Thind, Gurjot Singh / Thind, Pavneet Kaur | 16722 Hwy 99 | | Lynnwood | WA | 98037-3165 | 4257421948 |

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| IQBAL Investments LLC / Thind, Gurjot Singh / Thind, Pavneet Kaur | 3614 121 St SW | | Lynnwood | WA | 98087-1539 | 4253478855 |
| Khadra Ventures Inc / Khadra, Samir | 23924 SE Kent Kangley Rd | | Maple Valley | WA | 98038-6897 | 4254326005 |
| Yashsuraj5 Investment LLC / Thind, Pavneet Kaur / Thind, Gurjot Singh | 325 Marysville Mall | | Marysville | WA | 98270-5502 | 3606531434 |
| Norson Marysville Inc / Karmali, Sadiq (Steve) | 11525 State Ave | | Marysville | WA | 98271-7244 | 3603227558 |
| Azria LLC / Shrestha, Nishes | 19510 Hwy 2 | | Monroe | WA | 98272-1534 | 3608633565 |
| Rsssingh LLC / Singh, Ranjit | 425 Ellingson Rd | | Pacific | WA | 98047-1004 | 2539399770 |
| Stony Lake Enterprises Inc / Tierney, Thomas M / Tierney, William C / Tierney, John Kerry | 6715 Burden Blvd | | Pasco | WA | 99301-2663 | 5095472821 |
| Toppenish Group Inc / Dejbakhsh, Dara / Ulrich, Dennis C | 1485 S Grand Ave | | Pullman | WA | 99163-4901 | 5093321611 |
| Brooks Enterprises Inc / Brooks, Keith C | 16989 Redmond Way | | Redmond | WA | 98052-4448 | 4258859333 |
| Su, William C / Su, Jo-Wei Y | 4701 NE 4th St | | Renton | WA | 98059-4821 | 4252277118 |
| Khadra Ventures Inc / Khadra, Samir | 17824 108th Ave SE | | Renton | WA | 98055-6419 | 4252282139 |
| Dairy Queen of Richland Inc / Tierney, Thomas M / Tierney, John Kerry | 1313 Jadwin Ave | | Richland | WA | 99354-3403 | 5099469011 |
| Stony Lake Enterprises Inc / Tierney, Thomas M / Tierney, William C / Tierney, John Kerry | 91 Gage Blvd | | Richland | WA | 99352-9700 | 5096281127 |
| Stony Lake Enterprises Inc / Tierney, Thomas M / Tierney, William C / Tierney, John Kerry | 3250 Duportail St | | Richland | WA | 99352 | 5096275716 |
| Eastside Foods LLC / Anis, Shahid / Bhatt, Samir / Sanagapalli, Srinivasa / Beniwal, Vijayender / Malik, Devender / Singh, Harjit | 22911 NE 4th St | | Sammamish | WA | 98074-7236 | 4253916866 |
| Karam Ja LLC / Singh, Karamjit | 17831 131st Ave NE | | Woodinville | WA | 98072-8808 | 4254833688 |
| Amery Restaurant LLC / Selbitschka, Michael A / Olson, Joshua P / Lehn, Joseph J | 221 S Keller | | Amery | WI | 54001-1218 | 7152682117 |
| Strand, Gary R | 1808 Neva Rd | | Antigo | WI | 54409-2454 | 7156233238 |
| Fourteen Foods LLC | 930 Baldwin Plaza Dr | | Baldwin | WI | 54002-5163 | 7156842114 |
| Rnt Enterprises LLC / Thompson, Robert P / Thompson, Nina M | 701 State Road 136 | | Baraboo | WI | 53913-1063 | 6083566313 |
| Pinehurst Foods Inc / Hahn, Brian T / Chapman, Kimberly A | 20 S 11th St | | Barron | WI | 54812-1614 | 7155379006 |
| Seven & One Inc / Branch, Stephen C / Branch, Carolyn G | 1434 Cranston Rd | | Beloit | WI | 53511-2538 | 6083688280 |

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| R Front Management LLC / Allen, Dar | 1023 Pleasant St | | Beloit | WI | 53511-4449 | 6083644714 |
| Pinehurst Foods Inc / Hahn, Brian T / Chapman, Kimberly A | 1317 17th Ave | | Bloomer | WI | 54724-1501 | 7155681320 |
| Royer & Williams LLC / Royer, Dale F / Williams, Mary Jo | 521 N Glenview Ave | | Brillion | WI | 54110-1026 | 9207563737 |
| Uma Inc / Patel, Vishal Rajendrabhai / Patel, Bhavnaben Kanubhai | 17440-A W Bluemound Rd | | Brookfield | WI | 53045-2942 | 2627899101 |
| Fourteen Foods LLC | W63 N170 Washington Ave | | Cedarburg | WI | 53012-2725 | 2623773164 |
| Chetek Restaurant LLC / Selbitschka, Michael A / Olson, Joshua P / Lehn, Joseph J | 727 Dallas St | | Chetek | WI | 54728-9120 | 7159243694 |
| Fourteen Foods LLC | 621 N Madison St | | Chilton | WI | 53014-1017 | 9208499379 |
| Fourteen Foods LLC | 1500 Scheuring Rd | | De Pere | WI | 54115-1000 | 9209812556 |
| Fourteen Foods LLC | Wal-Mart Center | 2720 Heritage Dr | Delafield | WI | 53018-2125 | 2626463400 |
| Dhani Inc / Patel, Vishal Rajendrabhai / Patel, Roshani V | 5576 St Rd 50 | | Delavan | WI | 53115-4237 | 2627281951 |
| Reckmann, Steve R | 1101 E Prospect | | Durand | WI | 54736-1512 | 7156728013 |
| Snowgoose Inc / Anderson, Daniel D / Anderson, Diane Gunderson | 100 W Pine St | | Eagle River | WI | 54521-8425 | 7154798511 |
| Pinehurst Foods Inc / Hahn, Brian T / Chapman, Kimberly A | 3057 N Hastings Way | | Eau Claire | WI | 54703-1143 | 7158329787 |
| Pinehurst Foods Inc / Hahn, Brian T / Chapman, Kimberly A | 2801 Golf Rd | | Eau Claire | WI | 54701-9007 | 7158355329 |
| Pinehurst Foods Inc / Hahn, Brian T / Chapman, Kimberly A | 2451 Birch St | | Eau Claire | WI | 54703-3452 | 7158352181 |
| RRPP Inc / Patel, Pareshkumar G / Patel, Rupal R | 3030 Fish Hatchery Rd | | Fitchburg | WI | 53713-3125 | 6082732276 |
| Riverside III Inc / Huck Jr, William J / Kiefer, Allan R | 387 Fond Du Lac Ave | | Fond Du Lac | WI | 54935-5419 | 9209222663 |
| Jay Ramapir Inc / Patel, Baldevbhai P / Patel, Bharatkumar S / Patel, Nileshkumar B / Patel, Bhadreshkumar B | 635 W Johnson St | | Fond Du Lac | WI | 54935-3133 | 9209229171 |
| Treats Inc / Fote, Dean A / Fote, Terri / Grinde, George / Grinde, Julie | 2240 S Ridge Rd | | Green Bay | WI | 54304-4364 | 9204997700 |
| Sk Carlson Enterprises of Hayward Inc/ Carlson, Sean / Carlson, Kara / Peterson, Clark A / Peterson, Leslie Rae | 15641 Railroad St | | Hayward | WI | 54843-6527 | 7156348597 |
| Polar Bear Ice Cream LLC / Draeger, Daniel J | 241 E Main St | | Hortonville | WI | 54944-9452 | 9207790502 |
| Treats Inc / Fote, Dean A / Fote, Terri / Grinde, George / Grinde, Julie | 2532 Glendale Ave | | Howard | WI | 54313-6849 | 9204344890 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-----------------------------|-----------------|-----------------|-----------|------------|--------------|
| Reisch Inc / Reischel, Justin W | 9 S 2nd St | | Hudson | WI | 54016-2233 | 7153866326 |
| Kash Holdings LLC / Fazal, Khiyyam / Khan, Tabasum / Khan, Mujtaba | 705 5th Ave N | | Hurley | WI | 54534-1023 | 7155614748 |
| Deja Q Enterprises Inc / Scheunemann, Kevin S | N168W21991 Main St | | Jackson | WI | 53037-9410 | 2626773223 |
| Om Janesville Inc / Patel, Ajay B | 2222 W Court St | | Janesville | WI | 53548-3305 | 6087543095 |
| Jnp LLC / Jensen, John R / Perfetto, Shane J | 4612 75th St | | Kenosha | WI | 53142-3736 | 2626979229 |
| Bp Kenosha Travel Plaza LLC / Bhardwaj, Parveen / Bhardwaj, Simmi | 11800 Burlington Rd | | Kenosha | WI | 53144-7497 | 2622338865 |
| Scheunemann, Kevin S | 118 Cty Rd H | | Kewaskum | WI | 53040-9433 | 2626264774 |
| Fourteen Foods LLC | 4200 Mormon Coulee Rd | | La Crosse | WI | 54601-7906 | 6087961440 |
| JB & A Two LLC / West, James C / West, Barbara M / West, Armand F | 804 Lake Ave W | | Ladysmith | WI | 54848-1216 | 7155323282 |
| Tnt Treat LLC / Thayer, Shawn E / Thompson Thayer, Judith L | 6896 S Lake Ave | | Lake Nebagamon | WI | 54849-9264 | 7153742363 |
| Sundae Street LLC / Nickel, Cory D | 808 Memorial Dr | | Manitowoc | WI | 54220-2239 | 9206833326 |
| Beck, Christopher K / Beck, Cynthia A | 1521 Marinette Ave | | Marinette | WI | 54143-3132 | 7157322632 |
| Nissen Inc / Nissen, Craig H / Nissen, Sharla R / Millner, Rene A / Nissen, Donell S | 803 N Central Ave | | Marshfield | WI | 54449-2122 | 7153845558 |
| Schiefelbein, Gerald L / Schiefelbein, Julie A | N86w16326 Appleton Ave | | Menomonee Falls | WI | 53051-2943 | 2622550701 |
| Fretty, David D | 1221 S Broadway | | Menomonie | WI | 54751-2464 | 7152352320 |
| Jay Yogeshwar Inc / Patel, Asvin Rambhai / Patel, Happy Dineshkumar / Patel, Nileshkumar B / Patel, Bhadrash Kumar B / Patel, Baldevbhai / Patel, Sanjay R | 1167 Gateway Dr | | Milton | WI | 53563-8697 | 6085800210 |
| X-Fc's Inc / Molinaro, Michael H / Molinaro, Lynn Es / Molinaro, Luke M | 405 8th St | | Monroe | WI | 53566-1056 | 6083255584 |
| Fourteen Foods LLC | 215 Bay View Rd | | Mukwonago | WI | 53149-1743 | 2623639072 |
| Siya Veer Inc / Patel, Vishal Rajendrabhai / Patel, Kanubhai G | S69W15459 W Janesville Rd | | Muskego | WI | 53150-8352 | 4144229740 |
| RNM LLC / Gibson, Ronald R / Gibson, Linda M | 475 N Knowles Ave | | New Richmond | WI | 54017-1217 | 7152466443 |
| Pope, Cary | 8770 S Howell Ave #1 | | Oak Creek | WI | 53154-7524 | 4147646665 |
| Fourteen Foods LLC | 1232 Corporate Center Drive | | Oconomowoc | WI | 53066 | 2622542286 |

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|--|------------------------|----------|-------------------|----|------------|------------|
| Fourteen Foods LLC | 810 2nd Ave S | | Onalaska | WI | 54650-3274 | 6083943730 |
| Grove, Relan K / Grove, Luanne L | 98 Cascade St N | | Osceola | WI | 54020 | 7157553217 |
| Jd Treats LLC / Dworak, Alex F / Dworak, Jennifer L | 1825 Taft Ave | | Oshkosh | WI | 54902-3222 | 9202331410 |
| Tubby's Treats 2 LLC / Dworak, Alex F / Dworak, Jennifer L | 510 W Murdock Ave | | Oshkosh | WI | 54901-2214 | 9202352253 |
| Osseo Truck Stop LLC / Bhardwaj, Parveen / Bhardwaj, Simmi | 12637 10th St | | Osseo | WI | 54758-9061 | 7155972820 |
| Driftless Treats LLC / Molinaro, Michael H / Molinaro, Lynn Es / Molinaro, Luke M | 110 E Business Hwy 151 | | Platteville | WI | 53818-3753 | 6083488560 |
| Jay Sadhi Inc (WI) / Patel, Baldevbhai P / Patel, Akashkumar N / Patel, Natvarbhai I / Patel, Nileshkumar B / Patel, Bhadreshkumar B / Patel, Bharat I | 3101 Eastern Ave | | Plymouth | WI | 53073-8610 | 9208938784 |
| Wisconsin Street Eatery LLC / Mitchell, Wendy S | 929 E Wisconsin St | | Portage | WI | 53901-2529 | 6087423413 |
| Sinram, Jeffery A / Sinram, Cynthia L | 1212 S Marquette Rd | | Prairie Du Chien | WI | 53821-2517 | 6083268121 |
| Fourteen Foods LLC | 328 Lake St N | | Prescott | WI | 54021-1724 | 7152620067 |
| Royer & Williams LLC / Royer, Dale F / Williams, Mary Jo | 490 E Cedar St | | Pulaski | WI | 54162-9222 | 9208228044 |
| Ishwar Inc / Patel, Akashkumar N / Patel, Natavarbhai I | 7106 Washington Ave | | Racine | WI | 53406-3817 | 2628868853 |
| Liberty Investments of Albert Lea Inc / Weitzel, Kevin L / Weitzel, Tami J | 818 Lincoln St | | Rhineland | WI | 54501-3542 | 7153693663 |
| Franchise Management Company LLC / Syed, Nadeem N | 2320 US Hwy 14 E | | Richland Center | WI | 53581-2981 | 6086473644 |
| Johnson, David M | 421 S Main St | | River Falls | WI | 54022-2453 | 7154259917 |
| Fh Enterprises Inc / Fowler, James S / Fowler, Heidi R / Hendricks, Bryan D / Hendricks, Terri K | 2207 Glacier Dr | | Saint Croix Falls | WI | 54024-8347 | 7154839217 |
| Rudra Inc / Patel, Vishal Rajendrabhai / Patel, Jalpa | 3040 E Layton Ave | | Saint Francis | WI | 53235-5735 | 4147696640 |
| Fourteen Foods LLC | 100 S Foster Dr | | Saukville | WI | 53080-2005 | 2622849912 |
| Liberty Investments of Albert Lea Inc / Weitzel, Kevin L / Weitzel, Tami J | 321 E State Highway 54 | | Seymour | WI | 54165-1905 | 9208337454 |
| Jsri LLC / Isakson, Roger A / Seidel, John | 1005 E Green Bay | | Shawano | WI | 54166-2203 | 7155265730 |
| Keni Inc / Patel, Akashkumar N / Patel, Natavarbhai I | 1005 Fond Du Lac Ave | | Sheboygan Falls | WI | 53085-1101 | 9204676437 |
| S & E Restaurants Inc / Patel, Nilesh M / Patel, Shaili N / Patel, Sachin C / Patel, Krupeshkumar / Patel, Pratima K / Patel, Keyuer R | 927 S Cogswell Dr | | Silver Lake | WI | 53170-1745 | 2628894811 |

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| John R Boyer and Lavonne A Boyer Living Trust / Boyer, Lavonne A | 24165 State Road 35 | | Siren | WI | 54872-8009 | 7153495209 |
| His Management Group Inc / Goetzman, Daniel W / Goetzman, Jennifer M | 100 Church Hill Rd | | Somerset | WI | 54025-9024 | 7152475428 |
| Fourteen Foods LLC | 5398 US Highway 10 E | | Stevens Point | WI | 54482-8551 | 7156464060 |
| Plaisted, Richard L / Plaisted, Gloria | 3100 Tower Ave | | Superior | WI | 54880-5327 | 7153926654 |
| Fast & Best Food LLC / Patel, Dhaval S | 511 N 4th St | | Tomahawk | WI | 54487-1353 | 7152243443 |
| M & M of Turtle Lake LLC / Peterson, Mark A / Peterson, Mary Beth | 434 US Hwy 8 W | | Turtle Lake | WI | 54889-8816 | 7159864242 |
| Blizzard Blvd LLC / Nickel, Cory D | 2901 Lincoln Ave | | Two Rivers | WI | 54241-2346 | 9207931825 |
| Jkmp Inc / Patel, Jay J / Patel, Kanubhai G / Patel Maheshkumar A | 1600 15th Ave | | Union Grove | WI | 53182-1525 | 2628783930 |
| Kulesa, William B / Kulesa, Robert F | 330 S 6th St | | Waterford | WI | 53185-4494 | 2625346060 |
| Schiefelbein, Gerald Lee | 1529 E Racine Ave | | Waukesha | WI | 53186-6826 | 2625424810 |
| Sweet Peas Inc / Mayou, Paul / Mayou, Paulette | 304 E Badger St | | Waupaca | WI | 54981-1534 | 7152588909 |
| Rigden, Daniel L / Rigden, Darleen M | W7740 State Rd 21 73 | | Wautoma | WI | 54982-7704 | 9207873116 |
| Allen, Dar | 6520 W North Ave | | Wauwatosa | WI | 53213-2017 | 4144310510 |
| Unimatrix One Inc / Symicek, William J / Scheunemann, Kevin S | 1043 South Main Street | | West Bend | WI | 53095 | 2624775060 |
| Daniel, Charles T / Garnes, Jennifer L | 6435 US Route 60 E | | Barboursville | WV | 25504-1226 | 3049559500 |
| Fpt Enterprises Inc / Toler, Robert J / Presley, William S / Flaim, Anthony R | 784 Ritter Dr | | Beaver | WV | 25813-7708 | 3042520327 |
| North Star 1941 Inc / Momin, Shamana / Patel, Sonal Amit / Patel, Khushbu | 1941 Harper Rd | | Beckley | WV | 25801-2611 | 3042532049 |
| John M Wolfe Enterprises LLC / Wolfe, John M / Wolfe, Eileen L | 1822 Valley Rd | | Berkeley Springs | WV | 25411-4806 | 3042589324 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 154 W Main St | | Bridgeport | WV | 26330-1871 | 3048425906 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 51 Genesis Blvd | | Bridgeport | WV | 26330-9664 | 3048086651 |
| Youngs Restaurant Group LLC / Young, Taylor W / Humphrey, Valorie M | 2502 Sissonville Dr | | Charleston | WV | 25312-9740 | 3043462255 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 225 Milford St | | Clarksburg | WV | 26301-3555 | 3046239660 |

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|---|--|------------------------|----------------|----|------------|------------|
| Cj Foods Inc / Burns, Christopher T / Burns, Johnna R | 739 Beverly Pike | | Elkins | WV | 26241-9729 | 3046377227 |
| Lgmt Foods LLC / Garrett II, Jack D | 921 Main St | | Elkview | WV | 25071-9703 | 3049657727 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 32 W Wagner St | | Ellenboro | WV | 26346 | 3048693030 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 9615 Mall Loop | | Fairmont | WV | 26554-3467 | 3048163253 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 52 Vantage View Dr | | Falling Waters | WV | 25419 | 6813532474 |
| Cj Foods Inc / Burns, Christopher T / Burns, Johnna R | 102 Elliot's Way | | Fayetteville | WV | 25840-1434 | 3045742482 |
| Asv Properties Inc / Vance, Thomas A | 7125 Harper Rd | | Glen Daniel | WV | 25844 | 3049340044 |
| Huntington Fan Food Inc / Leach, Corby R | 1939 Adams Ave | | Huntington | WV | 25704-1417 | 3044291304 |
| Rick Duncan Enterprises Inc / Duncan, Rick / Duncan, Elizabeth | 2660 5th Ave | | Huntington | WV | 25702-1329 | 3045256194 |
| Daniel, Charles V / Daniel, Carolyn E | 740 US Route 60 | | Hurricane | WV | 25526-7641 | 3045626421 |
| D & D Lc / Wash J & L Inc / Peterson, Roger D / Peterson, Dale R / Peterson-Dockeney, Vicki J / Dockeney, Clayton | 5113 Gerrardstown Rd | | Inwood | WV | 25428-3409 | 3042290528 |
| Druthers International Inc / Gatewood Iii, Robert C / Hensley, Thomas L (Estate) | Eastgate Shopping Ctr | 326 Route 52 | Kermit | WV | 25674-8160 | 3043933860 |
| D & D Lc / Wash J & L Inc / Peterson, Roger D / Peterson, Dale R / Peterson-Dockeney, Vicki J / Dockeney, Clayton | 460 S Mineral St | | Keyser | WV | 26726-2950 | 3047881499 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 201 Albright Rd | | Kingwood | WV | 26537-1303 | 3043290177 |
| TCT Inc / Vance, Thomas A / Vance, Cynthia L / Vance II, Thomas A | 9808 Seneca Trl S | | Lewisburg | WV | 24901-1587 | 3046451557 |
| Cj Foods Inc / Burns, Christopher T / Burns, Johnna R | 19158 Seneca Trail | | Marlinton | WV | 24954 | 3047997227 |
| Youngs Restaurant Group LLC / Young, Taylor W / Humphrey, Valorie M | 1304 Fayette Pike | | Montgomery | WV | 25136-2327 | 3044424555 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 421 Suncrest Town Centre Dr | | Morgantown | WV | 26505-1814 | 3042125986 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 2000 Memorial Church Dr | | Morgantown | WV | 26501-1500 | 3042414256 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 183 Fortress Blvd (Bowers Ln & Fairchance Rd) | Cheat Lake Park & Ride | Morgantown | WV | 26508 | 3042415543 |
| Boyd, Conner Jean | 814 Lafayette Ave | | Moundsville | WV | 26041-2224 | 3048451775 |
| T & T Treats & Eats Inc / Toler, Robert J / Thomas, Jerry | 261 Black Eagle Rd | | Mullens | WV | 25882-1503 | 3042947352 |

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| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 1301 Buckhannon Pike | | Nutter Fort | WV | 26301-4405 | 3046233394 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 1804 E 7th St | | Parkersburg | WV | 26101-4202 | 3044282973 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 1616 Blizzard Dr | | Parkersburg | WV | 26101-6427 | 3044283368 |
| Blum Enterprises Incorporated / Blum, Raymond R / Blum, Jeremy D / Blum, Brandon J | 15 N Main St | | Petersburg | WV | 26847-1552 | 3042579393 |
| Southern Pearl Inc / Toler, Robert J / Flaim, Anthony R / Presley, William S / Trent, Sheila P | 542 Appalachian Hwy | | Pineville | WV | 24874 | 3047327339 |
| TCT Inc / Vance, Thomas A / Vance, Cynthia L / Vance II, Thomas A | 203 Kanawha Ave | | Rainelle | WV | 25962-1107 | 3044386211 |
| Peppermint Creek LLC / Mccloy Jr, Robert J / Mccloy, Terri R | 100 Violet Dr | | Ravenswood | WV | 26164-5179 | 3042730100 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 87 N Robert Stone Way | | Reedsville | WV | 26547-7523 | 3048643801 |
| Peppermint Creek LLC / Mccloy Jr, Robert J / Mccloy, Terri R | 241 Church St S | | Ripley | WV | 25271-1509 | 3043727177 |
| Albright, Ruby M | 450 W Main St | | Romney | WV | 26757-1537 | 3048223111 |
| Daniel, Charles V / Daniel, Carolyn E | 723 6th Ave | | Saint Albans | WV | 25177-2916 | 3047276011 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 200 W Main St | | Salem | WV | 26426-1259 | 3047821197 |
| Diehl, Jeffrey D / Diehl, Veronica D | 4254 Teays Valley Rd | | Scott Depot | WV | 25560-9718 | 3047578110 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 825 Chelsea St | | Sistersville | WV | 26175-1205 | 3046524351 |
| L and G Foods Inc / Garrett II, Jack D | 33 Ripley Rd | | Spencer | WV | 25276-8727 | 3049273576 |
| Rader Investments Inc / White, Thelma R / Hughes, Tammy L / Rader, Lloyd A / Rader, Elaine C | 1119 Broad St | | Summersville | WV | 26651-1838 | 3048724641 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 1200 E State Ave | | Terra Alta | WV | 26764-3063 | 3047896831 |
| LeFevre Corporation / LeFevre, Timothy A / LeFevre, Amy L / Keith, Lindsey L | 2710 Grand Central Ave | | Vienna | WV | 26105-1355 | 3042957609 |
| Seerat LLC / Goraya, Kawaljit Singh / Nagpal, Umesh | 230 Three Springs Dr | | Weirton | WV | 26062-3815 | 3049143979 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | 1101 Commerce St | | Wellsburg | WV | 26070-1533 | 3047373682 |
| Boyd, Conner Jean | 55 29th St | | Wheeling | WV | 26003-4161 | 3042328990 |
| Falcon Enterprises Inc / Boedecker, Brock N / Davison, Brandon V / Haswell, Alexander Regan / Woody, Peter L | 603 N Poplar St | | Casper | WV | 82601-1647 | 3072662450 |

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| Falcon Enterprises Inc / Boedecker, Brock N / Davison, Brandon V / Haswell, Alexander Regan / Woody, Peter L | 3845 E 2nd St | | Casper | WY | 82609-2388 | 3074735360 |
| Tumbleweed Inc / Spiegelberg, Emma Jo / Filbin Family Trust / Filbin, James E | 1038 E Pershing | | Cheyenne | WY | 82001-3227 | 3076351555 |
| Ballisticfx LLC / Ghw Inc / Wall, Garrett W / Sm Group Inc / Davidson, Aaron S / Davidson, Janet M | 1701 8th St | | Cody | WY | 82414-4135 | 3075872151 |
| Double G Double S LLC / Gillette, Dean A / Stevenson, Todd F / Stevenson, Joe D / Gierke, Garve E | 2003 S Douglas Hwy | | Gillette | WY | 82718-5413 | 3076825212 |
| Curling Cone Inc / Hawkins, Darrell / Hawkins, Janet | 575 N Cache | | Jackson | WY | 83001 | 3077332232 |
| Wyoming Laramie Inc / Dejbakhsh, Dara / Dejakhsh, Nader / Ulrich, Dennis C | 1253 N 3rd St | | Laramie | WY | 82072-2007 | 3074602633 |
| Curling Cone Inc / Hawkins, Darrell / Hawkins, Janet | 819 N Federal Blvd | | Riverton | WY | 82501-2961 | 3078573042 |

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|--|-------------------------|-----------------|------------------|-----------|------------|--------------|
| Bowlin Travel Centers Inc / Bowlin, Michael L | 2631 N Johnson Rd | I-10 Exit 322 | Benson | AZ | 85602 | 5756351485 |
| Camp Verde Dairy Queen Inc / Liberg, Thomas R | 1580 W State Route 260 | | Camp Verde | AZ | 86322-7047 | 9285673229 |
| DDQ LLC A Arizona LLC / Trendler, Terry | 211 E Florence Blvd | | Casa Grande | AZ | 85122-4048 | 5208362129 |
| DDQ LLC / Trendler, Terry / Trendler, Jeff C | 2234 E Florence Blvd | | Casa Grande | AZ | 85122-9102 | 5204210286 |
| Free Course Inc / Johnson, Aaron / Johnson, Jessica | 102 S Main St | | Cottonwood | AZ | 86326-3909 | 9286345355 |
| Cb White Mountain Corp / Belshe, Charles H / Belshe, Joan M | Eagar Plaza | 367 N Main St | Eagar | AZ | 85925-9675 | 9283332251 |
| Nye, Mickie B | 1643 E Ash St | | Globe | AZ | 85501-1429 | 9284256292 |
| Reyes, Albert C / Reyes, Sandra R | 1004 Navajo Blvd | | Holbrook | AZ | 86025-2651 | 9285246553 |
| MMPR Lake Havasu Hospitality LLC / Kalra, Ramandeep Singh / Kalra, Puja | 3195 Maricopa Ave | | Lake Havasu City | AZ | 86406-9044 | 9286804417 |
| Maricopa Shell LLC / Patel, Madanlal J / Patel, Ratnakalabahen | 19680 N John Wayne Pkwy | | Maricopa | AZ | 85139-5500 | 5205684114 |
| Dixie Q LLC / Piva, John | 1977 Hwy 260 | | Overgaard | AZ | 85933 | 9285355859 |
| Bowlin Travel Centers Inc / Bowlin, Michael L | 16543 Camino Adelante | | Picacho | AZ | 85141 | 5756357114 |
| Omega Vista LLC / Trendler, Terry / Trendler, Jeff C | 3179 Willow Creek Rd | | Prescott | AZ | 86301-6680 | 9287770097 |
| DDQ LLC / Trendler, Terry / Trendler, Jeff C | 8228 E State Rte 69 | | Prescott Valley | AZ | 86314-8403 | 9287726517 |
| Aj's Ventures LLC / Johnson, Aaron / Johnson, Jessica | 4551 N Hwy 89a | | Sedona | AZ | 86336-9620 | 9282822789 |
| SDQ LLC / Fatto, Ben / Gluck, Viel / Trendline LLC | 160 E Deuce Of Clubs | | Show Low | AZ | 85901-4812 | 9285372446 |
| Dio Mercantile Co / Diodosio, Warren M / Diodosio, Warren J / Diodosio, Robert S | 1200 W US Highway 50 | | Pueblo | CO | 81008-1640 | 7195434130 |
| Dio Mercantile Co / Diodosio, Warren M / Diodosio, Warren J / Diodosio, Robert S | 61 Lehigh | | Pueblo | CO | 81005-1951 | 7195618669 |
| Dio Mercantile Co / Diodosio, Warren M / Diodosio, Warren J / Diodosio, Robert S | 118 S Tiffany Dr | | Pueblo West | CO | 81007-3582 | 7195479800 |
| GC Homestead Inc / Mckean, David S / Mckean, Bree | 3330 NE 8th St | | Homestead | FL | 33033-5696 | 3052462850 |
| Majic Systems Inc / Cada, Jerry / Cada, Ida | 2825 Johnson Ave NW | | Cedar Rapids | IA | 52405-4624 | 3193969681 |
| Bam Brands Corp. / Millard, Benjamin L / Millard, Andrea | 2100 6th St SW | | Cedar Rapids | IA | 52404-3556 | 3193620785 |

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| Sweet Solutions Inc / Walters, Donetta M / Walters, Roger D | 11 Wilson Ave Dr SW | | Cedar Rapids | IA | 52404-3757 | 3193647888 |
| Sioux City DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 1100 N 2nd St | | Cherokee | IA | 51012-1213 | 7122255478 |
| Fahey, Paul M | 1260 E 16th St | | Dubuque | IA | 52001-4918 | 5635560586 |
| Fahey, Paul M | 2380 Gateway Dr | | Dubuque | IA | 52003-7013 | 5635839256 |
| Fahey, Paul M | 4039 Pennsylvania | | Dubuque | IA | 52002-2240 | 5635825960 |
| Donithan, Kinch W / Donithan, Jami | 100 Center Pt Rd | | Hiawatha | IA | 52233-1551 | 3193930944 |
| Sperr, James A / Sperr, Brenda | 1204 S Lincoln St | | Knoxville | IA | 50138-3177 | 6418287317 |
| Lickety Split Inc / Mcenany, Tammy / Mcenany, Tim / Reed, Dave / Reed, Nancy | 1101 Eagleview Blvd | | Marion | IA | 52302-9032 | 3194475660 |
| Nissen Inc / Nissen, Craig H / Nissen, Sharla R / Millner, Rene A / Nissen, Donell S | 1606 Okoboji Ave | | Milford | IA | 51351-1257 | 7123382575 |
| Muckler, Trent / Muckler, Jill | 100 Highway 30 SE | | Mount Vernon | IA | 52314-1500 | 3198959563 |
| Sperr, James A / Sperr, Brenda | 325 Roosevelt Rd | | Pella | IA | 50219-7913 | 6416282301 |
| Sioux City DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 160 Gaul Dr | | Sergeant Bluff | IA | 51054-8963 | 7129431500 |
| Sioux City DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 2402 Riverside Blvd | | Sioux City | IA | 51109-1439 | 7122331900 |
| Siouxland DQ Inc / Hiserote, Daniel D | 2715 Trinity Dr | | Sioux City | IA | 51108-1470 | 7122391461 |
| Sioux City DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 1405 Morningside Ave | | Sioux City | IA | 51106-1714 | 7122765953 |
| Sioux City DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 400 Hamilton Blvd | | Sioux City | IA | 51103 | 7122559626 |
| Siouxland DQ Inc / Hiserote, Daniel D | WalMart | 3400 Singing Hills Blvd | Sioux City | IA | 51106-5162 | 7122243340 |
| Siouxland DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | Southern Hills Mall | 4400 Sergeant Rd Ste 218 | Sioux City | IA | 51106-4761 | 7122764812 |
| Nissen Inc / Nissen, Craig H / Nissen, Sharla R / Millner, Rene A / Nissen, Donell S | 2019 18th St | | Spirit Lake | IA | 51360-1070 | 7123365483 |
| Hridhaan Corporation / Patel, Saurabh (Sam) | 1006 E Steger Rd | | Crete | IL | 60417-1362 | 7083042447 |
| Cahill, Robert / Cahill, Maureen | 900 W Main St | | Saint Charles | IL | 60174-1744 | 6305842658 |
| JD Restaurants Inc / Reasner, David P / Reasner, Brent C | 824 N Broadway | | Peru | IN | 46970-1024 | 7654723044 |

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| Blizzard Bliss LLC / Chambers, Keith D / Ogg, Rebecca L | 966 E Washington St | | Winchester | IN | 47394-9294 | 7653051485 |
| Lars Treats LLC / Dilly Stick Properties LLC / Ochs, Daniel W | 402 N Main St | | Lansing | KS | 66043-1312 | 9132501005 |
| Hamm Families LLC / Hammeke, Steve G / Hammeke, Alexandria K / Hammeke, Ryan C / Hammeke, Lynsey M | 120 S Broadway | | Leavenworth | KS | 66048-2547 | 9136511005 |
| 4 Rivers Restaurants Inc / Page II, James A | 1031 Joe Clifton Dr | | Paducah | KY | 42001-3749 | 2704437503 |
| Compass Hospitality Incorporated / Page II, James A | 3400 Clarks River Rd | | Paducah | KY | 42003-0509 | 2704437480 |
| N & K Villa LLC / Villa, Nicholas / Villa, Kristen | 501 W Park St | | Anaconda | MT | 59711-2144 | 4065636965 |
| Walth Enterprises Inc / Walth, Michael W / Wlodkowski, Kelley | 310 W Madison Ave | | Belgrade | MT | 59714-3966 | 4069246944 |
| Peterson Group Montana LLC / Peterson, Lonnie / Pruitte, Dave | 8189 Hwy 35 | | Bigfork | MT | 59911 | 4068375336 |
| Square P&L Inc / Hageman, Richard / Hageman, Beverly / Evans, Michael / Frank, Darden / Colbrese, Nicholas | Billings Amend Park | 4955 King Ave E | Billings | MT | 59101-4605 | 4062597544 |
| First Date Inc / Finch, Randall S / Finch, Lesliann | 475 Main St | | Billings | MT | 59105-3227 | 4062488061 |
| SQUARE P&L INC / EVANS, MICEL / FRANK, DARDEN / COLBRESE, NICHOLAS | 1045 Grand Ave | | Billings | MT | 59102-3303 | 4062562345 |
| SQUARE P&L INC / EVANS, MICEL / FRANK, DARDEN / COLBRESE, NICHOLAS | Billings West | 3220 Henesta Dr | Billings | MT | 59102-7028 | 4066520200 |
| Sugar Bear LLP / Willett, Mike A / Willett, Robyn M | 2750 Old Hardin Rd, Ste F | | Billings | MT | 59101-6809 | 4062521082 |
| Bozeman Ice Cream LLC / Walth, Michael / Amsk, Dave / Amsk, Nick | 107 N 7th Ave | | Bozeman | MT | 59715-3303 | 4065512715 |
| Peterson Group Montana LLC / Peterson, Lonnie / Pruitte, Dave | 2227 Harrison Ave | | Butte | MT | 59701-6048 | 4062993324 |
| Peterson Group Montana LLC / Peterson, Lonnie / Pruitte, Dave | 64 W Mercury St | | Butte | MT | 59701-2207 | 4067825781 |
| Glaciers Promise LLC / Ross, Chad C / Ross, Nadine I | 625 9th St W | | Columbia Falls | MT | 59912-3822 | 4068924242 |
| Swilcan Enterprises LLC / Peterson, Lonnie / Pruitte, Dave | 111 Southside Blvd | | Dillon | MT | 59725-3536 | 4066832104 |
| Farm Food Inc / Leonhardt, Carla | 1290 Front St | | Forsyth | MT | 59327 | 4063467411 |
| Macs Korner LLC / Reddies, Karl / Reddies Stacey | 541 1st Ave N | | Glasgow | MT | 59230-1805 | 4062288342 |
| Galloway, Steven E / Galloway, Lola | 116 9th St N | | Great Falls | MT | 59401-2615 | 4064523521 |
| Galloway Investments Inc / Galloway, Steven E / Galloway, Lola | 1651 Fox Farm Rd | | Great Falls | MT | 59404-3338 | 4067273111 |

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| S & S Stelling Inc / Stelling, Steve / Stelling, Shelly / Stelling, David / Stelling, Nicholette | 2901 10th Ave S | | Great Falls | MT | 59405-3242 | 4064542111 |
| Peterson Group Montana LLC / Peterson, Lonnie / Pruitte, Dave | 109 Bitterroot Plaza Dr | | Hamilton | MT | 59840-3173 | 4063751112 |
| Moco LLC / Moody, Torrey | 211 14th St W | | Hardin | MT | 59034-1015 | 4066653553 |
| Macbass Enterprises Inc / Bass, Erik / Mclaughlin, John C / Mclaughlin, Ashton T / Mclaughlin, Whitney J / Mclaughlin, Madison P | 1700 Prospect Ave | | Helena | MT | 59601-4550 | 4064425265 |
| Stonebridge Enterprises Inc / Bass, Eric M / Bass, Alexa N | 2850 N Montana Ave | | Helena | MT | 59601-0547 | 4064224852 |
| Kalispell Dairy Queen Inc / Dutter, Randy / Dutter, Ken / Dutter, Mary | 19 E Idaho St | | Kalispell | MT | 59901-4009 | 4067552955 |
| Swilcan Enterprises LLC / Peterson, Lonnie / Pruitte, Dave | 11400 US Highway 93 S | | Lolo | MT | 59847-9554 | 4062732197 |
| Four Seasons Family Corporation / Perry, Troy / Perry, Sandra | 655 N 1st St E | | Malta | MT | 59538-8704 | 4066541051 |
| WWRD LLC / Arndt, Wacy D / Arndt, Skye / Watts, Connie / Watts, Ron | 506 S Haynes Ave | | Miles City | MT | 59301-4749 | 4062342685 |
| Peterson Group Montana LLC / Peterson, Lonnie / Pruitte, Dave | 3753 N Reserve St | | Missoula | MT | 59808-1517 | 4067285950 |
| Peterson Group Montana LLC / Peterson, Lonnie / Pruitte, Dave | 1515 Dearborn Ave | | Missoula | MT | 59801-7810 | 4064931840 |
| Dd Treats Inc / Darvis, Devyn | 625 W Laurel | | Plentywood | MT | 59254-1530 | 4067651185 |
| Clairmont, Travis A | 63087 US Highway 93 | | Ronan | MT | 59864-2319 | 4066760251 |
| Williams, Perry P / Williams, Cindee M | 615 S Central Ave | | Sidney | MT | 59270-4936 | 4064331075 |
| Since 74 Whitefish LLC / Clairmont, Travis | 6550 US Hwy 93 S | | Whitefish | MT | 59937-2913 | 4068622782 |
| Food Enterprise Inc / James, R Leo | 1137 Tsali Blvd | | Cherokee | NC | 28719-7200 | 8284974461 |
| Dairy Queen of Cleveland County / Rachels Jr, C Milton | 814 S Dekalb St | | Shelby | NC | 28150-5933 | 7044826681 |
| R & L Hospitality of Beulah Inc / Leonard, Herbert Losson | 1300 Hwy 49 N | | Beulah | ND | 58523-6038 | 7018732555 |
| Farmers Union Oil Company of Westhope - Souris - Bottineau | 217 11th St W | | Bottineau | ND | 58318-2006 | 7012282822 |
| Johnston, Terry L | 604 Highway 2 E | | Devils Lake | ND | 58301-3928 | 7016624622 |
| M&T LLC / Schultz, Todd A / Schultz, Marin F | 372 15th St W | | Dickinson | ND | 58601-3016 | 7014838100 |
| Grewal, Harjinder | 201 Veitch St | | Emerado | ND | 58228-4108 | 7015944021 |

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| March Investments Incorporated / Anderson, Gaylon / Anderson, Robin L | West Acres Mall | 3902 13th Ave S | Fargo | ND | 58103-3357 | 7013563019 |
| Anderson Franchise Investments Inc / Anderson, Charles R | 4015 45th St S | | Fargo | ND | 58104-4348 | 7013561055 |
| Midwest Restaurant Holdings LLC / TC Investments LLC / Johnson, Casey C / Johnson, Tonya M / KLC Holdings LLC / Christianson, Kevin L / K. Christianson Family Trust | 5131 Prosperity Way S | | Fargo | ND | 58104-7568 | 7015322055 |
| Dakota D&T Inc / Stedman, David K | 402 N University Dr | | Fargo | ND | 58102-4340 | 7012324653 |
| March Investments Incorporated / Anderson, Gaylon / Anderson, Robin L | 3201 13th Ave S | | Fargo | ND | 58103-3402 | 7012935918 |
| March Investments Incorporated / Anderson, Gaylon / Anderson, Robin L | 3200 20th St S | | Fargo | ND | 58104-5917 | 7012986350 |
| March Investments Incorporated / Anderson, Gaylon / Anderson, Robin L | 2401 45th St S | | Fargo | ND | 58104-8664 | 7013563991 |
| Partners Alliance 1 LLC / Jeffrey, David / Jeffrey, Elizabeth | 420 5th Ave SW | | Garrison | ND | 58540 | 7014632300 |
| GF Columbia Inc | 3600 S Columbia Rd | | Grand Forks | ND | 58201-3527 | 7017388530 |
| Midwest Restaurant Holdings LLC / TC Investments LLC / Johnson, Casey C / Johnson, Tonya M / KLC Holdings LLC / Christianson, Kevin L / K. Christianson Family Trust | 7875 Jacks Way | | Horace | ND | 58047-9002 | 7015323082 |
| GCI Inc / Tricia R Seckerson Revocable Living Trust / Seckerson, Tricia R | 330 Business Loop W | | Jamestown | ND | 58401-5245 | 7012524181 |
| Farmers Union Oil Company of Killdeer / Reese, Jamie / Fleming, Ann | 335 Central Ave | | Killdeer | ND | 58640 | 7017647468 |
| Morten, Chad / Morten, Julie K Leith | 336 4th Ave SE | | Lakota | ND | 58344-7001 | 7012472411 |
| Flying Saucer LLC / Davis, William / Davis, Wolfgang | 1001 9th Ave | | Langdon | ND | 58249-1901 | 7012565252 |
| Wieland, Mike / Wieland, Kirstie | 1000 E Main St | | Mandan | ND | 58554-3762 | 7016633996 |
| Farmers Union Oil Company of Stanley DbA Pinnacle | 2251 36th Ave SW | | Minot | ND | 58701-7583 | 7018528495 |
| Brabandt Enterprises LLC / Brabandt, Todd / Brabandt, Karen | 1127 N Broadway | | Minot | ND | 58703-1327 | 7018393612 |
| Beechie DQ Inc / Beechie, Kerry / Beechie, Rebecca J | 1924 4th Ave NW | | Minot | ND | 58703-2965 | 7018526067 |
| Welch's Baker Inc / Welch, Tobin / Welch, Cheryl | 305 Park St E | | Park River | ND | 58270-4408 | 7012846799 |
| North Central Food Group LLC / Juntunen, Dianna F / Juntunen, Kevin R | 212 Main Ave W | | Rolla | ND | 58367-7602 | 7014773793 |
| Lovcik Eats & Treats LLC / Lovcik, Jarett | 101 Hwy 2 SE | | Rugby | ND | 58368-2443 | 7017766233 |
| Farmers Union Oil Company of Stanley DbA Pinnacle | 301 12th Ave SE | | Stanley | ND | 58784-4406 | 7016282663 |

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|---|------------------------|------------------------|------------------|-----------|------------|--------------|
| Kapaun, Suzanne M / Kapaun, Todd A | 909 Central Ave N | | Valley City | ND | 58072-2149 | 7018452622 |
| MFL Inc / Schultz, Todd A / Schultz, Marin F | 1626 Commerce St | | Wahpeton | ND | 58075-3168 | 7015912005 |
| Stedman, David K | 3234 Sheyenne St | | West Fargo | ND | 58078-7764 | 7012813443 |
| Dakota DQ Inc / Stedman, David K | 1110 13th Ave E | | West Fargo | ND | 58078-3348 | 7013569337 |
| Wright Family Investments Inc / Wright, Esther C | 1022 1st Ave W | | Williston | ND | 58801-5216 | 7015726474 |
| Kunz, Richard J / Kunz, Kazuko | 519 G St | | Central City | NE | 68826-1757 | 3089465870 |
| Pleskac, Charles J / Pleskac, Rita M | 2222 N Broad St | | Fremont | NE | 68025-2535 | 4028164477 |
| Eivoh6 Inc / Hovie, Rachel E / Hovie, Nathan P | 3660 W Capital Ave | | Grand Island | NE | 68803-1208 | 3083983748 |
| Fourteen Foods LLC | 3711 N 2nd Ave | | Kearney | NE | 68847-8105 | 3082377835 |
| Robertson, Steven L | 1703 8th Ave | | Plattsmouth | NE | 68048-2316 | 4022963396 |
| Fitzpatrick, Samantha | 344 N 6th St | | Seward | NE | 68434-1702 | 4026436653 |
| Brandes, Richard F | 1201 Dakota Ave | | South Sioux City | NE | 68776-2337 | 4024941122 |
| MJB Grill & Chill LLC / Salas, Jeffrey A / Werner, Mark E / Mead, Bradley D | 1481 State Rt 23 | | Butler | NJ | 07405-1645 | 9738383043 |
| Kanwar, Sanjiv | Millstone Shopping Ctr | 40 Trenton Lakewood Rd | Clarksburg | NJ | 08510-1110 | 6092596733 |
| Colovic Hackettstown Dairy LLC / Colovic, Zoran Z / Decicco, Carrie Ann | 22 State Rte 57 | | Hackettstown | NJ | 07840-2513 | 9088526685 |
| Secro Inc / Staiger, Kurt | 17 State Route 23 | | Montague | NJ | 07827-3303 | 9732937700 |
| Bromley'S Place LLC / Bancroft, Sean / Bancroft, Collin | 2648 State Rt 23 | | Newfoundland | NJ | 07435-1444 | 9736971484 |
| Smithson, Peter / Smithson, Dawn | 4840 Route 42 | | Turnersville | NJ | 08012-1705 | 8562278999 |
| Michael A Shaffer LLC / Shaffer, Michael A | 2625 Morris Ave | | Union | NJ | 07083-5665 | 9086249222 |
| Jonmar Inc / Adison, John H / Adison, Marge K / Adison, James C | 240 E Lake Mead Pkwy | | Henderson | NV | 89015-5582 | 7025588221 |
| Hargil Inc / Gillespie, Larry J / Gillespie, Kimberly D | 1660 W Warm Springs Rd | | Henderson | NV | 89014-4323 | 7024337399 |
| Milestone Ventures LLC / Dean, Glenn G / Ortiz, Martha | 7715 S Rainbow Blvd | | Las Vegas | NV | 89139-6471 | 7027349786 |

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| MMPR Fort Apache Hospitality LLC / Kalra, Ramandeep Singh / Kalra, Puja | 6525 S Fort Apache Rd | Unit 100 | Las Vegas | NV | 89148-6751 | 7027950000 |
| Milestone Ventures LLC / Dean, Glenn G / Ortiz, Martha | 10410 S Decatur Blvd Ste 100 | | Las Vegas | NV | 89141-8720 | 7023610143 |
| Cherry Dip LLC / Hein, Jessie | 2335 W Deer Springs Way | | Las Vegas | NV | 89084-3203 | 7022022119 |
| Milestone Ventures LLC / Dean, Glenn G / Ortiz, Martha | 10475 Spencer St | | Las Vegas | NV | 89183-7711 | 7023840365 |
| Jonmar Inc / Adison, John H / Adison, Marge K / Adison, James C | 8045 Blue Diamond Rd #100 | | Las Vegas | NV | 89178-9210 | 7023314629 |
| Fbg Big Top LLC / Spoor, Lincoln | 2880 Las Vegas Blvd S | Circus Circus Hotel | Las Vegas | NV | 89109-1138 | |
| Milestone Ventures LLC / Dean, Glenn G / Ortiz, Martha | 560 E Windmill Ln | | Las Vegas | NV | 89123-1850 | 7024310117 |
| Dqrancho LLC / Parkerson, Ron | 70 Falcon Ridge Pkwy | | Mesquite | NV | 89027-8827 | 7023463083 |
| Puri Ventures LLC / Puri, Sachin | 475 W Craig Rd | | North Las Vegas | NV | 89032-1109 | 7026390588 |
| Cone Curling Service LLC / McCollum, David Erven / McCollum, Deborah Jane / Chambers, Keith | 1576 US Hwy 52 | | Aberdeen | OH | 45101 | 9377959828 |
| Siya's Treat Inc / Patel, Chintu B | 1132 W Ohio Pike | | Amelia | OH | 45102-9306 | 5137530920 |
| Gerken, Joel M / Gerken, Susan D | 900 S Defiance St | | Archbold | OH | 43502-1614 | 4194452253 |
| Artemis Holdings LLC / De Bourbon, Ernest / Warren, David A | 70 Columbus Rd | | Athens | OH | 45701-1312 | 7405936145 |
| Hsc Food Service LLC / Warner, Boyd / Warner, Donna | 7919 Lancaster Newark Rd NE | | Baltimore | OH | 43105-9716 | 7404004236 |
| Cone Curling Service LLC / McCollum, David Erven / McCollum, Deborah Jane / Chambers, Keith | 2025 Hospital Dr | | Batavia | OH | 45103-1951 | 5137329110 |
| Mcdonald, Dal / Leasure, Chris | 547 E Sandusky Ave | | Bellefontaine | OH | 43311-2474 | 9375930745 |
| Straub, Dick | 1005 W Bagley Rd | | Berea | OH | 44017-2907 | 4402346448 |
| Somerset Treat Inc / Patel, Chintu B / Patel, Montu | 616 W Plane St | | Bethel | OH | 45106 | |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 450 Canal St SE | | Bolivar | OH | 44612-8776 | 3308743347 |
| Pool, Michael S | 1107 E High St | | Bryan | OH | 43506-9484 | 4196367925 |
| Poling, Charles / Poling, Judith | 44475 State Route 821 S | | Caldwell | OH | 43724-9113 | 7407322496 |
| Boyd, Conner Jean / Boyd, R Barry | 2163 Southgate Pkwy | | Cambridge | OH | 43725-3080 | 7404353106 |

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| Lark Enterprises Inc / Bepler, Linda M / Morley, Audra M / Morley, Kenneth A / Bepler, Richard F | 120 W Waterloo St | | Canal Winchester | OH | 43110-2000 | 6148378642 |
| Busy J's LLC / Nelson, Jacquelyn S / Johnson, Jenny / Knoll, Jennifer | 490 Central Ave | | Carlisle | OH | 45005-3372 | 9377432700 |
| Kaur, Gulnaz / Goraya, Kawaljit Singh | 1180 Canton Rd | | Carrollton | OH | 44615-8408 | 3306279792 |
| Spoonworthy Service LLC / Wolfe, Jessica M / Wolfe, Daniel R | 1938 Havemann Rd | | Celina | OH | 45822-9300 | 4195862864 |
| Bd171 Inc / Daughters, Benjamin | 171 N Bridge St | | Chillicothe | OH | 45601-2619 | 7408514629 |
| Drebr Inc / Daughters, David A / Daughters, Rosemary I | 288 N High St | | Chillicothe | OH | 45601-1630 | 7407731480 |
| Warner, Wesley | 702 S Court St | | Circleville | OH | 43113-1902 | 7404745026 |
| CDQe Enterprises Inc / Smith, Ramond L / Smith, Christine D | 44844 State Route 14 | | Columbiana | OH | 44408-9678 | 3308925954 |
| Vedaant LLC / Patel, Devangi / Patel, Sunil B / Patel, Pravin B / Patel, Maneklal / Patel, Rohit | 960 Oakland Park Ave | | Columbus | OH | 43224-3310 | 6147064458 |
| West Broad DQ LLC / Mandell, Ryan E | 5390 W Broad St | | Columbus | OH | 43228-1170 | 6148787094 |
| West 5Th DQ LLC / Mandell, Ryan E | 1512 W 5th Ave | | Columbus | OH | 43212-2470 | 6144860011 |
| Bepler Enterprises Inc / Bepler, Gary L / Bepler-Todd, Luann / Todd, Michael | 3260 Noe Bixby Rd | | Columbus | OH | 43232-6361 | 6148375023 |
| DQ4U LLC / Corven, Barry J | 1519 Schrock Rd | | Columbus | OH | 43229-1347 | 6148887166 |
| Jjp Amusements Inc / Beggs, Robert John | 2530 Bethel Rd | | Columbus | OH | 43220-2293 | 6145381120 |
| ETDQ Enterprises LLC / Lingafelter, Eric | 1710 Georgesville Sq Dr | | Columbus | OH | 43228-3690 | 6148707255 |
| Wolfclan LLC / Wolf, Lori / Wolf, Howard | 1900 Tamarack Cir S | | Columbus | OH | 43229-4504 | 6148465265 |
| Boyd, Conner Jean / Boyd, R Barry | 810 S 2nd St | | Coshocton | OH | 43812-1916 | 7406232056 |
| Defiance 15026 LLC / Miner, Lisa L | 1036 S Clinton St | | Defiance | OH | 43512-2762 | 4197843748 |
| Alsan Corporation / Gloeckner, Alfred Clyde / Gloeckner Jr, Alfred Clyde | 900 W 8th St | | East Liverpool | OH | 43920-2303 | 3303853636 |
| Dalqan Holdings LLC / Covelli, Sam A / Candace Covelli Irrevocable Trust of 1993 / Albert M Covelli Irrevocable Trust of 1993 / Danielle Covelli Irrevocable Trust of 1994 | 262 S Market St | | East Palestine | OH | 44413-1914 | 3304262652 |
| Blizzard Bliss LLC / Chambers, Keith D / Ogg, Rebecca L | 1719 N Barron St | | Eaton | OH | 45320-9277 | 9376838559 |
| DQ of Gahanna Inc / Lintner, Larry L / Lintner, Helen | 364 Granville St | | Gahanna | OH | 43230-2947 | 6144710746 |

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| Gallipolis Fan Food Inc / Leach, Corby R | 169 Upper River Rd | | Gallipolis | OH | 45631-1836 | 7404463278 |
| Glouster Fan Food Inc / Leach, Corby R | 21 S High St | | Glouster | OH | 45732-1001 | 7407674410 |
| Chambers Management Inc / Chambers, Keith D / Chambers, Carol | 1510 Wagner Ave | | Greenville | OH | 45331-2892 | 9374594548 |
| Aloha DQ LLC / Lingafelter, Eric / Malone, Tim | 1779 Stringtown Rd | | Grove City | OH | 43123-9125 | 6148711856 |
| RiDQlous LLC / Lingafelter, Eric / Malone, Tim | 3094 Southwest Blvd | | Grove City | OH | 43123-2335 | 6148710006 |
| Sporleder & Associates LLC / Sporleder, Tom | 230 Main St | | Groveport | OH | 43125-1124 | 6148369656 |
| Netra Inc / Patel, Kushal / Patel, Milan / Patel, Chintu B / Patel, Drashti | 3900 Main St | | Hilliard | OH | 43026-1421 | 6148764102 |
| Byrd, James D / Byrd, Judith A | 757 E Main St | | Jackson | OH | 45640-2130 | 7402867100 |
| Warner, Boyd / Warner, Donna | 1150 E Main St | | Lancaster | OH | 43130-4055 | 7406537257 |
| Warner, Boyd / Warner, Donna | 602 W Fair Ave | | Lancaster | OH | 43130-2371 | 7406549610 |
| Alsan Corporation / Gloeckner, Alfred Clyde / Gloeckner Jr, Alfred Clyde | 310 Columbia St | | Leetonia | OH | 44431-1216 | 3304276269 |
| DQ of Logan Inc / Leach, Kelly L | 31640 Chieftain Dr | | Logan | OH | 43138-9087 | 7403856699 |
| Romano, Rodney S / Romano, Melody E | 310 W Canal St | | Malvern | OH | 44644 | 3308631911 |
| Marietta Fan Food Inc / Leach, Corby R | 821 Pike St | | Marietta | OH | 45750-3502 | 7403742871 |
| Pickett Investment 1 LLC / Pickett, Norman D | 9575 Diamond Centre Dr | | Mentor | OH | 44060-1800 | 4403543004 |
| Harov LLC / Holloway, Marie | 15500 W High St | | Middlefield | OH | 44062-9209 | 4406325151 |
| Saanvi Inc / Patel, Sunil B / Patel, Arvind B / Patel, Pravin B / Patel, Upeshkumar K | 5981 Meijer Dr | | Milford | OH | 45150-2191 | 5132482663 |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 4714 State Route 39 | | Millersburg | OH | 44654-9658 | 3308930415 |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 1129 S Washington St | | Millersburg | OH | 44654-8930 | 3306749908 |
| Shivaay Treats Inc / Patel, Pravin B / Patel, Chintu B | 1319 Hamilton Lebanon Rd | | Monroe | OH | 45050-1818 | 5133607462 |
| Chambers Management Inc / Chambers, Keith D / Chambers, Carol | 101 Vandement Way | | Mount Orab | OH | 45154-8311 | 9374445500 |
| Gerken, Joel M / Gerken, Susan D | 611 Wood Dr | | Napoleon | OH | 43545-1076 | 4195922253 |

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| Frozen Dreams LLC / Weiner, Richard D / Kleinman, Scott D | 9940 Johnstown Rd | | New Albany | OH | 43054-8558 | 6146567062 |
| Make Inc / Kellermeyer, Larry / Kellermeyer, Joyce | 490 S Washington St | | New Bremen | OH | 45869-1273 | 4199772916 |
| Warner, Boyd / Warner, Donna | 440 W Broadway St | | New Lexington | OH | 43764-1007 | 7403438036 |
| Philadelphia Cones Inc / Goraya, Kawaljit Singh / Kaur, Gulnaz | 235 N Broadway St | | New Philadelphia | OH | 44663-2625 | 3303642220 |
| Romp, Todd | 24579 Lorain Rd | | North Olmsted | OH | 44070-2170 | 4407775511 |
| Dairy Queen of Obetz Inc / Helsel, Mark | 4263 Lancaster Ave | | Obetz | OH | 43207-4361 | 6144911511 |
| Zwolenik, David | 12980 W Sprague Rd | | Parma | OH | 44130-7135 | 4408423424 |
| Miner, Lisa L | 1101 N Williams St | | Paulding | OH | 45879-1075 | 4193992542 |
| Perry DQ LLC / Holloway, Marie | 2736 North Ridge Rd | | Perry | OH | 44081 | 4403581105 |
| Bepler Enterprises Inc / Bepler, Gary L / Bepler-Todd, Luann / Todd, Michael | 541 Hill Rd N | | Pickerington | OH | 43147-1159 | 6148378676 |
| Allen's Restaurants of Ohio Inc / Allen, Shane C / Allen, Kristina L | 1607 Chillicothe St | | Portsmouth | OH | 45662-3477 | 7403552253 |
| Melmacm Inc / Mckitrick, Charles L / Mckitrick, Melanie | 142 County Road 403 | | Proctorville | OH | 45669-7009 | 7408869130 |
| Petric, Emilee | 142 Warren St | | Rayland | OH | 43943-9738 | 7408594348 |
| Maanvi Treats LLC / Patel, Devangi / Patel, Sunil B / Patel, Pravin B / Patel, Vivek / Patel, Rohit | 6545 E Main St | | Reynoldsburg | OH | 43068-2318 | 6148665462 |
| Russells Point LLC / Malas, Ernie / Carpenter, Robert | 432 E Main St | | Russells Point | OH | 43348-9756 | 9378423138 |
| Dairy Delights LLC / White, Stewart L | 855 W State St | | Salem | OH | 44460-2666 | 2345677381 |
| Neuzil, David S | 7331 Broadview Rd | | Seven Hills | OH | 44131-4440 | 2165242110 |
| Warner, Boyd / Warner, Donna | 5043 N Walnut St | | South Bloomfield | OH | 43103-1032 | 7409834548 |
| DQR6 Inc / Boyd, Conner Jean / Boyd, R Barry | 4220 Sunset Blvd | | Steubenville | OH | 43952-3618 | 7402644323 |
| Campbell Oil Company / Burrow, Brian D / Burrow, Julie K | 7467B State Route 250 NW | | Strasburg | OH | 44680-8934 | 3308780791 |
| Zwolenik, Robert F | 12152 Pearl Rd | | Strongsville | OH | 44136-3327 | 4402383491 |
| Gracp Company Ltd / Pittis, Gary M / Pittis, Rebecca J | 801 N Water St | | Uhrichsville | OH | 44683-1457 | 7409226023 |

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| Castle Treats Inc / Castleman, Alan D | 1222 S Shannon St | | Van Wert | OH | 45891-2482 | 4192380222 |
| Gerken DQr Inc / Gerken, Susan D / Gerken, Joel M / Gerken, Timothy J | 1489 N Shoop Ave | | Wauseon | OH | 43567-1824 | 4193353020 |
| Cw Restaurant Enterprises LLC / Warner, Boyd / Warner, Donna / Cordle, Timothy V / Cordle, Stephanie M | 712 W Emmitt Ave | | Waverly | OH | 45690-1081 | 7409474621 |
| Wellston Fan Food Inc / Leach, Corby R | 1100 S Pennsylvania Ave | | Wellston | OH | 45692-2322 | 7403843355 |
| Goraya, Kawaljit Singh | 400 3rd St | | Wellsville | OH | 43968-1627 | 3305322343 |
| Chambers Management Inc / Chambers, Keith D / Chambers, Carol | 11307 State Route 41 | | West Union | OH | 45693 | 9377793149 |
| Dairy Queen of Westerville Inc / D'andrea Jr, Edward J / D'andrea, Rose | 84 S State St | | Westerville | OH | 43081-2045 | 6148992253 |
| Allen's Restaurants of Ohio Inc / Allen, Shane C / Allen, Kristina L | 318 Center St | | Wheelersburg | OH | 45694-1705 | 7405741911 |
| Asnia Treats LLC / Patel, Devangi / Patel, Sunil B / Patel, Pravin B / Patel, Vivek / Patel, Rohit / Bomjan, Nereta | 549 S Yearling Rd | | Whitehall | OH | 43213-2850 | 6142373983 |
| Ronald O Baker Inc / Baker, Geoffrey R | 34600 Euclid Ave | | Willoughby | OH | 44094-3317 | 4409466211 |
| Chambers Management Inc / Chambers, Keith D / Chambers, Carol | 1093 Rombach Ave | | Wilmington | OH | 45177-1939 | 9374815020 |
| Patel, Preyash | 59 Gano Rd | | Wilmington | OH | 45177-9643 | 9373666391 |
| Blum Enterprises LLC / Crum, Annette E / Block, Ann | 100 North St | | Woodsfield | OH | 43793-1145 | 7404725535 |
| Dairy Queen Development Corp / Mandell, Ernest / Overstreet, Sandra | 920 High St | | Worthington | OH | 43085-4021 | 6144362253 |
| Avaneshh Treats LLC / Patel, Devangi / Patel, Sunil B / Patel, Pravin B / Patel, Vivek / Patel, Rohit / Shreshta, Dipesh | 811 Park Rd | | Worthington | OH | 43085-6711 | 6144364626 |
| Young, Gene Ernest / Young, Sandra Hann | 2710 Pacific Blvd SE | | Albany | OR | 97321-5075 | 5419261724 |
| Aloha 17695 LLC / Hendricks, Nathan | 17455 SW Farmington Rd | | Aloha | OR | 97007-3215 | 5036493303 |
| Federico Ventures / Federico, Jason J / Federico, Katie J | 459 S Valley View Rd | | Ashland | OR | 97520 | 5417080848 |
| Dairy Queen of 1973 / Bodway-Israel, Brittany / Israel, Kent | 843 W Marine Dr | | Astoria | OR | 97103-5825 | 5033258205 |
| Mountain View Food Service Inc / Haberman, Dan L / Haberman, Cheryl A | 2400 Broadway St | | Baker City | OR | 97814-3348 | 5415233541 |
| Landon, Michele | 20 9th St SW | | Bandon | OR | 97411-9005 | 5413473003 |
| Red Door Foods Inc / Snyder, Gerald W / Snyder, Karen M | 47650 NW Sunset Hwy | | Banks | OR | 97106-7606 | 5033241003 |

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| Fanfare Food Corporation / Grewal, Mohanbir | 12870 SW Farmington Rd | | Beaverton | OR | 97005-2753 | 5036443469 |
| Madras Group Inc / Dejbakhsh, Dara / Ulrich, Dennis | 20425 Empire Ave | | Bend | OR | 97703-5700 | 5417280505 |
| Madras Group Inc / Dejbakhsh, Dara / Ulrich, Dennis | 61331 S Hlghway 97 | | Bend | OR | 97702-2105 | 5413856880 |
| BlbDQ LLC / Burroughs, Bart / Burroughs, Linda R | 349 Chetco Ave | | Brookings | OR | 97415-2511 | 5414692535 |
| Desert Treats LLC / Johnson, Kevin S | 744 Oregon Ave | | Burns | OR | 97720-2508 | 5415732203 |
| Gerraco / Gerrard, Kathleen / Gerrard, Neil H | 597 SW First Ave | | Canby | OR | 97013-3820 | 5032667171 |
| Rdb LLC / Dreyer, Robert / Srt Nw Inc / Baxter, Ronald O / Dreyer, Donald A | 213 S Redwood Hwy | | Cave Junction | OR | 97523-9055 | 5415922506 |
| Southern Oregon Dairy Queen LLC / Bonner, Clark D / Bonner, Kelly A | 280 S Front St | | Central Point | OR | 97502-2393 | 5417277774 |
| Coastal DQ Inc / Watson, Kelli A / Jones, Kent R | 670 W Central Ave | | Coos Bay | OR | 97420-1806 | 5412674204 |
| Agner-Coy Inc / Agner Iii, Harry Kenneth / Agner, Linda Kay / Coy, James / Coy, Melissa | 91761 Cape Arago Hwy | | Coos Bay | OR | 97420-8739 | 5418889113 |
| C&SDQ LLC / Burroughs, Cody / Port, Shelby / Burroughs, Bart / Burroughs, Linda | 303 SW 3rd St | | Corvallis | OR | 97333-4626 | 5417537565 |
| Cottage Grove DQ Inc / Watson, Kelli A / Jones, Kent R | 714 S Pacific Hwy | | Cottage Grove | OR | 97424-2439 | 5419422916 |
| Landon CDQ LLC / Burke, Cameron M | 70 Emerald Pkwy | | Creswell | OR | 97426-9295 | 5418953051 |
| Sea Plum LLC / Lee, Debbie W / Lee, Won Kyong / Shim, Yung K | 586 SE Jefferson St | | Dallas | OR | 97338-2022 | 5036235119 |
| Andy Rask LLC / Rask, Anthony Lee | 20205 SE Highway 212 | | Damascus | OR | 97089-9242 | 5036585009 |
| Ky Holdings LLC / Kim, Younghee / Kim, Jongsoo / Kim, Myong Sook / Yoo, Dongwoo | 706 E 13th Ave | | Eugene | OR | 97401-3743 | 5413437512 |
| Bothbros Inc / Bothman, Christopher J / Bothman, Roderick | 1602 Coburg Rd | | Eugene | OR | 97401-4848 | 5413436005 |
| Eugene Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader / Ulrich, Dennis C | 734 Highway 99 N | | Eugene | OR | 97402-2301 | 5416888141 |
| Bar-L Enterprises Inc / Phipps, Barbara E | 2530 River Rd | | Eugene | OR | 97404-2094 | 5414612586 |
| Landon, Michele | 125 Hwy 101 | | Florence | OR | 97439-9647 | 5419973672 |
| Debash Incorporated/ Dejbakhsh, Dara / Dejbakhsh, Nader | 312 Garibaldi Ave | | Garibaldi | OR | 97118-1312 | 5033223733 |
| Gearhart Dairy Queen Corporation / Erickson, Daniel A / Erickson, Mary Kay | 3387 Hwy 101 N | | Gearhart | OR | 97138-4315 | 5037387711 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|----------------------|----------|------------------|----|------------|------------|
| Federico Ventures / Federico, Jason J / Federico, Katie J | 610 Redwood Hwy | | Grants Pass | OR | 97527-5528 | 5414745882 |
| Federico Ventures / Federico, Jason J / Federico, Katie J | 1674 NW 6th St | | Grants Pass | OR | 97526-1037 | 5414768282 |
| Kb & Ah LLC / Heo, Yong Joon | 2267 E Burnside Rd | | Gresham | OR | 97030-8057 | 5036674488 |
| Gw Enterprises / Griggs, Christopher / White, Mark | 1140 N 1st St | | Hermiston | OR | 97838-1341 | 5415676622 |
| Betua Young Inc / Oh, Youngdon / Oh, Okhee | 4961 SE Tv Hwy | | Hillsboro | OR | 97123-8068 | 5036404885 |
| Nielsen Enterprises Inc / Nielsen, Dan / Nielsen, Janis | 2525 Cascade Ave | | Hood River | OR | 97031-1077 | 5413872020 |
| Santos Food & Treat Inc / Santos, Benicios | 106 S Canyon Blvd | | John Day | OR | 97845-1043 | 5415752328 |
| Bothbros Jc Inc / Bothman, Roderick / Bothman, Christopher J / Lay, Thomas / Jones, Holly | 1025 Ivy St | | Junction City | OR | 97448-1930 | 5419986312 |
| Keizer Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 761 Lockhaven Dr NE | | Keizer | OR | 97303-3708 | 5033902262 |
| King City Q LLC / Hendricks, Nathan | 16875 SW Pacific Hwy | | King City | OR | 97224-3470 | 5036209851 |
| King, Larry R / King, Mary K | 4608 S 6th St | | Klamath Falls | OR | 97603-4957 | 5418833221 |
| Himalia LLC / Moon, Trevor A / Moon, Cynthia | 2312 Island Ave | | La Grande | OR | 97850-3938 | 5419630611 |
| All The Queens Men LLC / Columbus, Shawna | 52505 Hwy 97 N | | La Pine | OR | 97739-9706 | 5415363344 |
| GEDQ II Inc / Snyder Jr, Gordon / Snyder, Elizabeth | 2224 NE Hwy 101 | | Lincoln City | OR | 97367-4253 | 5416141141 |
| Madras Group Inc / Dejbakhsh, Dara / Ulrich, Dennis | 483 SE 5th St | | Madras | OR | 97741-1502 | 5414752337 |
| GeDQ Inc / Snyder Jr, Gordon / Snyder, Elizabeth | 1155 N Adams St | | Mcminnville | OR | 97128-3545 | 5034379573 |
| Jjtd Inc / Donnelly, Joe / Donnelly, Trudy / Donnelly, Joey | 1078 Morrow Rd | | Medford | OR | 97504-4606 | 5417760844 |
| T A U Investments Inc / Urbana, Timothy Allen / Urbana, Linda Beth | 1960 W Main St | | Medford | OR | 97501-2204 | 5417732663 |
| South Medford DQ Inc / Havens, Patrick J / Luzny, Brian | 951 E Barnett Rd | | Medford | OR | 97504-8200 | 5412459771 |
| Moon, Trevor A | 165 S Columbia St | | Milton Freewater | OR | 97862-1363 | 5419385721 |
| Monmouth Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader / Ulrich, Dennis C | 320 Pacific Ave S | | Monmouth | OR | 97361-1539 | 5038384500 |
| Newburg 16102 LLC / Hendricks, Nathan | 404 W 1st St | | Newberg | OR | 97132-2202 | 5035386112 |

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|---|----------------------|-----------------|---------------|-----------|------------|--------------|
| Bar-L Enterprises Inc / Phipps, Barbara E | 47720 Highway 58 | | Oakridge | OR | 97463-9780 | 5417822084 |
| Sandhu Foods Corporation / Sandhu, Nasir / Sandhu, Nayab | 55 NE Goodfellow St | | Ontario | OR | 97914-3043 | 5418895815 |
| Rianki Inc / Ledgerwood, Diane | 613 Jq Adams St | | Oregon City | OR | 97045-2416 | 5036567504 |
| Callisto LLC / Moon, Trevor A / Moon, Cynthia | 1415 SW Court St | | Pendleton | OR | 97801-1919 | 5412761517 |
| Gosung LLC / Choi, Kyu Hyung / Choi, Tracie / Kim, Tae Eun | 1907 Main St | | Philomath | OR | 97370-9345 | 5419293972 |
| D & B Craig Inc / Warden, Jeramie / Warden, Carrie | 84885 S Ridgeway Rd | | Pleasant Hill | OR | 97455-9636 | 5417260373 |
| Duke Dairy Queen Incorporated / Song, Kahm | 5934 SE Duke St | | Portland | OR | 97206-6730 | 5037714637 |
| M&N Food Corporation / Grewal, Mohanbir / Grewal, Narinder | 17405 SE Division St | | Portland | OR | 97236-1056 | 5037619383 |
| All Time Food Incorporated / Grewal, Mohanbir | 5605 SE Division St | | Portland | OR | 97206-1463 | 5032350238 |
| 2Jk Inc / Choi, Kyu Hyung / Choi, Tracie L | 12220 SE 82nd Ave | | Portland | OR | 97266-7715 | 5036545566 |
| DivisionDQ Pk Corporation / Park, Soo Bok / Park, Ill Woo / Park, Chun Jin | 13608 SE Division | | Portland | OR | 97236-2840 | 5037610336 |
| James R and Rebecca J Norton, A Partnership / Norton, James R / Norton, Rebecca J | 12727 SE Foster Rd | | Portland | OR | 97236-4920 | 5037612010 |
| Toppenish Group Inc / Dejbakhsh, Dara / Ulrich, Dennis C | 7460 SW Garden Home | | Portland | OR | 97223-9569 | 5032459261 |
| Cedar Mill 18416 LLC / Hendricks, Nathan | 555 NW Saltzman Rd | | Portland | OR | 97229-6098 | 5036267572 |
| Sage Q Inc / Fawbush, Jeri | 600 NW 3rd St | | Prineville | OR | 97754-1718 | 5414474035 |
| Cryo-Teck Inc / Hanna, Andrew / Hanna, Mary | 2542 S Highway 97 | | Redmond | OR | 97756-1386 | 5415482616 |
| Coastal DQ Inc / Watson, Kelli A / Jones, Kent R | 1250 Highway 101 S | | Reedsport | OR | 97467-1618 | 5412715656 |
| Rhody-Q LLC / Harrell, Zack / Harrell, Angela | 73401 E Highway 26 | | Rhododendron | OR | 97049-8854 | 5036224495 |
| DQ-Oj LLC / Wright, William / Wright, Katelyn | 433 NE Stephens St | | Roseburg | OR | 97470-3125 | 5416723507 |
| J C L Inc / Trembly, Chris / Lassen, Larry / Trembly, Joyce | 1141 Wallace Rd NW | | Salem | OR | 97304-3115 | 5033645205 |
| Lancaster Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 398 Lancaster Dr NE | | Salem | OR | 97301-4722 | 5039676531 |
| Double B Treats Inc / Coleman, Ronald R / Coleman, Trina M | 1465 25th St SE | | Salem | OR | 97302-1101 | 9713451175 |

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| Double B Treats Inc / Coleman, Ronald R / Coleman, Trina M | 3001 Market St NE | | Salem | OR | 97301-1812 | 5035881302 |
| Andy's Ice Cream LLC / Rask, Anthony Lee | 17400 Beers Ave | | Sandy | OR | 97055-8025 | 5036687654 |
| S & S Western Inc / Western, Scott E / Western, Sandra L | 33500 SW Chinook Plz | | Scappoose | OR | 97056-3740 | 5035432311 |
| Hansol Corporation / Lee, Jong Hwa / Hwang, Jee Hyun | 23275 SW Highway 18 | | Sheridan | OR | 97378-9624 | 5038433325 |
| Silverton Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 411 Westfield St | | Silverton | OR | 97381-1995 | 5038731330 |
| Ponderosa Rg Inc / Bothman, Christopher J | 497 W Highway 20 | | Sisters | OR | 97759-2621 | 5415496011 |
| Bothbros Springfield Inc / Bothman, Christopher J / Bothman, Roderick/ Chance, Nicole M / Chance, Allan M | 4708 Main St | | Springfield | OR | 97478-6070 | 5417261436 |
| Lads Corporation Inc / Peterman, Bernard G / Peterman, Judy G | 1621 W Central Ave | | Sutherlin | OR | 97479-9451 | 5414599847 |
| Pacific Bellwether LLC / Lee, Myong Youg / Lee, Tae Hoon / Lee, Debbie W | 1364 Main St | | Sweet Home | OR | 97386-1610 | 5413672622 |
| B & D Enterprises Inc / Land, David / Land, Barbara | 403 Cherry Heights Rd | | The Dalles | OR | 97058-3587 | 5412968411 |
| Sand Queen Inc / Houck, Carolyne S | 1805 NW Highway 20 | | Toledo | OR | 97391-1000 | 5413363511 |
| Alr Ice Cream LLC / Rask, Anthony Lee | 818 NW Graham Rd | | Troutdale | OR | 97060-9503 | 5036613582 |
| Rask Troutdale Dairy / Rask, Anthony Lee | 26814 SE Stark St | | Troutdale | OR | 97060-8428 | 5036614565 |
| Tipton Johnson Investments Inc / Johnson, Dustin Mathew / Tipton, Colt Wesley | 24943 Hwy 126 | | Veneta | OR | 97487-9459 | 5419351112 |
| Warrenton Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 733 SE Marlin Ave | | Warrenton | OR | 97146-9600 | 5038611965 |
| Federico Ventures / Federico, Jason J / Federico, Katie J | 7635 Crater Lake Hwy | | White City | OR | 97503-1665 | 5418265517 |
| Norton, James R / Norton, Rebecca J | 375 NW Douglas Blvd | | Winston | OR | 97496-8567 | 5416795851 |
| Fownko L P / Fownes, Matthew S / Berry, E Delaney / Fownes, Henry T / Fownes, Richard H / Kopac, Christopher P | 1568 Osgood Dr | Logan Town Centre | Altoona | PA | 16602-6545 | 8149492655 |
| Fownko L P / Fownes, Matthew S / Berry, E Delaney / Fownes, Henry T / Fownes, Richard H / Kopac, Christopher P | 701 Valley View Blvd | | Altoona | PA | 16602-6340 | 8149444100 |
| Treats Beaver LLC / Ellefson, Bristol J / Ellefson, Brian M | 1115 3rd St | | Beaver | PA | 15009-2035 | 7247744033 |
| Stratigos, Harry G | 33 Fayette Ave | | Belle Vernon | PA | 15012-1666 | 7249293342 |
| Stratigos, Harry G | 5110 State Route 51 | | Belle Vernon | PA | 15012-2931 | 7243796060 |

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|--|-------------------------------------|-------------|--------------------|----|------------|------------|
| Po Deep Freeze Holdings LLC / Reber, Kenneth C / Gowda, Anand U / Devore, Cary D | 1033 Rte 22 Hwy E | | Blairsville | PA | 15717-7669 | 7244598740 |
| Lynn Dairy Queens Inc / Lynn-Craig, Judith A | 640 National Pike E | | Brownsville | PA | 15417-9604 | 7247859469 |
| Lynn Dairy Queens Inc / Lynn-Craig, Judith A | 955 National Pike W | Centerville | Brownsville | PA | 15417-9251 | 7246322220 |
| FNF SUMMIT LLC / Camp, Christopher N | 151 Freeport Rd | | Butler | PA | 16002-3639 | 7242853455 |
| Butler Cones Inc / Kaur, Gulnaz / Goraya, Kawaljit Singh | 340 New Castle Rd | | Butler | PA | 16001-2440 | 7242565622 |
| Lynn Dairy Queens Inc / Lynn-Craig, Judith A | 250 3rd St | | California | PA | 15419-1132 | 7249387655 |
| Ricco, Thomas M / Ricco, Carrie R | 303 W George St | | Carmichaels | PA | 15320-1364 | 7243192151 |
| Mpe Enterprises LLC / Hoff, Jamie R | 22 Route 88 | | Charleroi | PA | 15022-2522 | 7244899222 |
| Stevenson, C Joseph | 2620 N Broad St | | Colmar | PA | 18915-9423 | 2158228106 |
| Lynn-Craig, Judith A | 805 E Crawford Ave | | Connellsville | PA | 15425-2197 | 7246283310 |
| Moyer, J Rodger / Moyer, Shirley | 467 E Columbus Ave | | Corry | PA | 16407-9013 | 8146652315 |
| Jmc4 / Camp, Christopher N | 20660 Rte 19 | | Cranberry Township | PA | 16066-6001 | 7247766770 |
| Vanderhorst, Stephen / Vanderhorst, Maria | 100 Greensburg St | | Delmont | PA | 15626-1302 | 7244686996 |
| Romano, San H / Romano, Stephan | 3613 PA-31 | | Donegal | PA | 15628-1562 | 7245937527 |
| Aria Aryan Inc / Sidhu, Gurpreet | 4390 Admiral Peary Hwy | | Ebensburg | PA | 15931-4200 | 8144198233 |
| Holland Dairy Queen Inc / Holland Jr, Jack R | 3505 W 26th St | | Erie | PA | 16506-2034 | 8148330321 |
| Yaple, David H / Yaple, Karen L | 4501 Pine Ave | | Erie | PA | 16504-2341 | 8148252888 |
| Sir Clyde & Company / Pastewka, Lee / Pastewka, Edward A / Pastewka, Rosemary L | 3710 Peach St | | Erie | PA | 16508-2621 | 8148647456 |
| JhDQ LLC / James, Jeffrey S | 6180 State Rte 88 | | Finleyville | PA | 15332-1068 | 7243488080 |
| Nicholas T Vernachio Inc / Vernachio, Nicholas T / Vernachio, Nancy L | 1050 E Philadelphia Ave | | Gilbertsville | PA | 19525-9517 | 6103676209 |
| Girard One Inc / Mantsch, Michael C / Mantsch, Sandra D / Mantsch, David A / Tammy L Mantsch | 5085 Westgate Rd | | Girard | PA | 16417-9637 | 8147743764 |
| Lynn Dairy Queens Inc / Lynn-Craig, Judith A | 601 New Alexandria Rd, Rte 119 N | | Greensburg | PA | 15601-1478 | 7248343500 |

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|---|---------------------------------|----------|----------------|----|------------|------------|
| Morgan, Wilber L / Morgan, Patricia A | 32 Hadley Rd | | Greenville | PA | 16125-1258 | 7245881610 |
| Harmony Cones Inc / Kaur, Gulnaz / Goraya, Kawaljit Singh | 145 Perry Hwy | | Harmony | PA | 16037-9233 | 7244524747 |
| C M Sullivan & Sullivan Inc / Sullivan, Claudea M | 3467 Route 130 | | Harrison City | PA | 15636-1210 | 7247443334 |
| JhDQ LLC / James, Jeffrey S | 1493 Herminie West Newton Rd | | Herminie | PA | 15637-1232 | 7244461333 |
| Saroj Enterprises Inc / Patel, Narasinh / Patel, Ketan | 1000 N Hermitage Rd | | Hermitage | PA | 16148-3113 | 7243477175 |
| Fownko L P / Fownes, Matthew S / Berry, E Delaney / Fownes, Henry T / Fownes, Richard H / Kopac, Christopher P | 1811 N Juniata St | | Hollidaysburg | PA | 16648-1920 | 8146960517 |
| Mcentire, Donald E Jr / Mcentire, Karen J | 403 N 4th St | | Indiana | PA | 15701-2026 | 7244655700 |
| Jdmz DQ LLC / Zack, James J / Zack, Diane M | 7578 State Route 30 | | Irwin | PA | 15642-7518 | 7248647474 |
| Risch, Brian H | 1293 Franklin Rd | | Jackson Center | PA | 16133-2013 | 7246623160 |
| Cramer, Judith | 2026 William Penn Ave | | Johnstown | PA | 15909-1450 | 8143224511 |
| Stralco Inc / Romano, San H / Romano, Stephanie M / Romano, Stephen J | 1774 Lyter Dr | | Johnstown | PA | 15905-1208 | 8142552368 |
| Richland Dairy Queen Inc / , Shawn Gregory | 1608 Scalp Ave | | Johnstown | PA | 15904-3311 | 8142666459 |
| Po Deep Freeze Holdings LLC / Reber, Kenneth C / Gowda, Anand U / Devore, Cary D | 864 State Route 356 | | Leechburg | PA | 15656-2024 | 7248456090 |
| Shera E Punjabb Inc / Kaur, Gulnaz / Goraya, Kawaljit Singh / Goraya, Gурpal Singh | 526 W 4th St | | Lewistown | PA | 17044-2015 | 7172489772 |
| Guru Fateh Inc / Kaur, Jasleen | 200 Adams Shoppes | | Mars | PA | 16046-3967 | 7245535632 |
| Dilagam LLC / Kaur, Jasleen | 102 McDowell Ln | | McMurray | PA | 15317-2434 | 7249427777 |
| Makepeace, William K / Makepeace, Julie L | 18392 Conneaut Lake Rd | | Meadville | PA | 16335-3740 | 8143336446 |
| Ecg Business Ventures LLC / Gallagher, Carol A / Gallagher, Edward P | 568 S Erie St | | Mercer | PA | 16137-3507 | 7246625801 |
| Milroy Dinners Inc / Goraya, Kawaljit Singh | 5055 Old US Hwy 322 | | Milroy | PA | 17063 | 7176676844 |
| Lynn-Craig, Judith A | 6406 State Route 819 S | | Mount Pleasant | PA | 15666-3600 | 7245472603 |
| Carols Mount Union Dairy Queen LLC / Stutzman, D Loren / Stutzman, Carol | 224 US Highway 22 | | Mount Union | PA | 17066-9402 | 8145424001 |
| Mcentire, Donald E Jr / Mcentire, Karen J | 3986 William Penn Hwy | | Murrysville | PA | 15668-1805 | 7243254700 |

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|---|------------------------------------|------------|------------------|----|------------|------------|
| Mcentire, Donald E Jr / Mcentire, Karen J | 3900 Golden Mile Hwy | | Murrysville | PA | 15668 | 7243254900 |
| Shaffer, Carla | 2105 W State Street | | New Castle | PA | 16101 | 7246548411 |
| Shaffer, Carla | 2700 Ellwood Rd | | New Castle | PA | 16101-6220 | 7246522744 |
| Abraham's Dairy Queen LLC / Abraham, Kevin M / Abraham, Jared M | 2100 Freeport Rd | | New Kensington | PA | 15068-4810 | 7242127243 |
| Mcentire, Donald E Jr / Mcentire, Karen J | 305 Greensburg Rd | | New Kensington | PA | 15068-3917 | 7243373370 |
| D & P Enterprises LLC / Duriez, Donald / Duriez, Patricia | 3028 Bigler Ave | | Northern Cambria | PA | 15714-2114 | 8149487461 |
| Morrone, Robert J / Morrone, Brenda D | 702 Main St | | Pennsburg | PA | 18073-1508 | 2156797577 |
| N & N Vernachio Inc / Vernachio, Nicholas / Vernachio, Nancy | 1467 E High St | | Pottstown | PA | 19464-4966 | 6103236777 |
| Morrone, John J / Morrone, Robert J | 206 S West End Blvd (Route 309) | | Quakertown | PA | 18951-1143 | 2155367490 |
| Richboro Sucrose LLC / Treacy, Kathy K / Childs, Caleb | 922 2nd Street Pike | | Richboro | PA | 18954-1527 | 2677789944 |
| Bristals LLC / Ellefson, Bristol J / Ellefson, Brian M | 449 Adams St | | Rochester | PA | 15074-1910 | 7247752253 |
| Weleski, Gary L | 612 S Pike Rd | | Sarver | PA | 16055-8414 | 7242942440 |
| Sa Soft Serve LLC / Patel, Ketan N / Patel, Narasinh P / Patel, Hasmukhbhai K | 1917 E State St | | Sharon | PA | 16148-1816 | 7243427072 |
| P J H II Inc / Herrmann II, Paul J | 30 N Walnut St | | Sharpsville | PA | 16150-1257 | 7249624200 |
| Sommerset Cones Inc / Kaur, Gulnaz / Goraya, Kawaljit Singh | 779 N Center Ave | | Somerset | PA | 15501-1027 | 8144452652 |
| Alderfer, Michael T / Alderfer, Richard | 20 S Cty Line Rd | | Souderton | PA | 18964-1237 | 2157237400 |
| Higginson, William C | 345 W Main St | | Trappe | PA | 19426-1919 | 6104895548 |
| Lynn-Craig, Judith A | 460 Connellsville St | | Uniontown | PA | 15401-2535 | 7244374101 |
| Lynn-Craig, Judith A | 575 W Main St | | Uniontown | PA | 15401-2647 | 7244383737 |
| Bfs Foods Inc / Bruceton Farm Service Inc / Bishop, Marshall F | Park Place At The Meadows | 1 Park Ave | Washington | PA | 15301-6348 | 7245034752 |
| Braughlers Dairy Queen Inc / Braughler, Dolan F / Braughler, Dale J | 99 E Wylie Ave | | Washington | PA | 15301-2001 | 7242229260 |
| Kovell, Barry D | 264 E Roy Furman Hwy | | Waynesburg | PA | 15370-8072 | 7248522331 |

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| Senchak II, Gerald J / Mims, James A | 3498 Sharon Rd | | West Middlesex | PA | 16159-3630 | 7245283510 |
| The Erickson Group / Erickson, Ryan / Wood, Daniel / Wood, Barry | 2416 6th Ave SE | | Aberdeen | SD | 57401-6501 | 6057254437 |
| Catt Investments LLC / Knapp, Craig / Knapp, Tara | 208 Pine St | | Belle Fourche | SD | 57717-2328 | 6057237222 |
| Fourteen Foods LLC | 520 22nd Ave | | Brookings | SD | 57006-2401 | 6056921364 |
| Siouxland DQ Inc / Aftershock Ventures LLC / Hiserote, Daniel D / Hiserote, Ginger M | 101 N Lawler St | | Canton | SD | 57013-1939 | 6059875346 |
| C&E Enterprises Inc / Hieb, Curtis | 1960 E King Ave | | Chamberlain | SD | 57325-2101 | 6052345361 |
| Lore, Toby D | 335 Mount Rushmore Rd | | Custer | SD | 57730-1599 | 6056735556 |
| Bludorn Inc / Bludorn, Kelan J / Bludron, Torrie E | 207 US Hwy 14 W | | De Smet | SD | 57231-2296 | 6058549000 |
| Heier Inc / Heier, Lonnie K | 24325 US Hwy 212 | | Eagle Butte | SD | 57625 | 6059641150 |
| Kingdom Creamery Inc / Grenz, Dale D / Grenz, Joyce | 11 E Hwy 12 | | Groton | SD | 57445-2175 | 6053978627 |
| Kelsey's II Inc / Brixius, Anthony / Brixius, Roxanne | 901 Jensen Highway | | Hot Springs | SD | 57747 | 6057455777 |
| Price, Charles / Price, Joyce / Lund, Barb | 165 S Lincoln Ave SW | | Huron | SD | 57350-1736 | 6053525097 |
| Keystone Qsr LLC / Holmgren, David J | Keystone Mall | 804 Highway 16a, Shop 5 | Keystone | SD | 57751-2030 | 6056664441 |
| Jode Inc / Mork, Dewayne A (Estate) | 117 NE 2nd St | | Madison | SD | 57042-2203 | 6052564042 |
| Heier Inc / Heier, Lonnie K | 215 W Bennett Ave | | Martin | SD | 57551 | 6056851050 |
| T & D Enterprises LLC / Moser, Tiffiany / Moser, Dustin | 1502 N Broadway Ave | | Miller | SD | 57362-1900 | 6058532399 |
| Fourteen Foods LLC | 1501 W Havens St | Southside Plaza | Mitchell | SD | 57301-4104 | 6059966324 |
| Deacon's Dairy Queen Inc / Deacon, Richard J / Deacon, Kathy A | 407 E Grand Crossing | | Mobridge | SD | 57601-2642 | 6058452726 |
| Heier Inc / Heier, Lonnie K | 519 W Sioux Ave | | Pierre | SD | 57501-2459 | 6054940289 |
| Jensen, Douglas L / Jensen, Julie A | 3535 Canyon Lake Dr | | Rapid City | SD | 57702-3304 | 6053439282 |
| Jensen, Douglas L / Jensen, Julie A | 1702 Mt Rushmore Rd | | Rapid City | SD | 57701-4563 | 6053424874 |
| Jensen, Douglas L / Jensen, Julie A | 1601 Campbell St | | Rapid City | SD | 57701-3970 | 6053436142 |

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| Spink Dairy Queen Inc / Tomsha, Jill | 820 W 3rd St | | Redfield | SD | 57469-1530 | 6054721426 |
| Fourteen Foods LLC | 5001 S Crossing Pl | | Sioux Falls | SD | 57108-5074 | 6052719271 |
| Pond, Lance / Pond, Sharon | 418 Hickory St E | | Sisseton | SD | 57262-2039 | 6056983236 |
| Jensen, David R / Jensen, Nancy M | 907 E Colorado Blvd | | Spearfish | SD | 57783-2783 | 6056427455 |
| Jensen, David R / Jensen, Nancy M | 2703 Lazelle St | | Sturgis | SD | 57785-2934 | 6057200963 |
| Heier Inc / Heier, Lonnie K | 905 E Cherry St | | Vermillion | SD | 57069-2402 | 6056244191 |
| MSA Family Treats Inc / Anderson, Michael A / Anderson, Sharon A | 110 South Blvd | | Wall | SD | 57790 | 6052792655 |
| J C M Drive-In Corporation / Maloney, John C / Maloney, Paula | 115 9th Ave SE | | Watertown | SD | 57201-4843 | 6058868787 |
| Heier Corporation of Winner Inc / Heier, Lonnie K | 1014 E 5th St | | Winner | SD | 57580-2113 | 6058421471 |
| Fourteen Foods LLC | 2403 Broadway Ave | | Yankton | SD | 57078-1205 | 6056656358 |
| Beaver Valley Chevron Inc / Black, Leland | 650 W 1800 S | | Beaver | UT | 84713-7827 | 4354386054 |
| Dan & Brenda Investments Inc / Webster, Brenda | 1102 W 200 N | | Cedar City | UT | 84720-2308 | 4352332037 |
| Dan & Brenda Investments Inc / Webster, Brenda | 777 S Main St | | Cedar City | UT | 84720-3557 | 4358651262 |
| Ridley's Family Markets Inc / Ridley, Donald Mark / Ridley, Jerry L / Ridley, Constance F | 4045 E Pony Express Pkwy | | Eagle Mountain | UT | 84005-5512 | 8017894994 |
| Ridley's Family Markets Inc / Ridley, Donald Mark / Ridley, Jerry L / Ridley, Constance F | 1557 Eagle Mountain Blvd | | Eagle Mountain | UT | 84005 | 8017894440 |
| HC Enterprises I LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, Ryan G / Crapo, Cade D / Crapo, Judd K | 5245 W 9600 N | Suite 102 | Elwood | UT | 84337-8715 | 4352914884 |
| Alta One Associates LLC / Nguyen, Linh V / Thai, Tuyen | 1923 Murray Holladay Rd | | Holladay | UT | 84117-5105 | 8012740801 |
| B & N Adams Enterprises LLC / Adams, Brandon Neil / Adams, Jessie C | 754 W State St | | Hurricane | UT | 84737-3412 | 4356355952 |
| C&H Holdings of Layton LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, Ryan G / Crapo, Cade D / Crapo, Judd K | 1142 Highway 193 | | Layton | UT | 84040-8528 | 8017710277 |
| G & Jm Inc / Mellor, Gary / Mellor, Jennefer | 816 S Main St | | Layton | UT | 84041-4231 | 8015461111 |
| Bkb Foods LLC / Bylund, Brad | 813 E 800 N | | Orem | UT | 84097-4244 | 8012243434 |
| Peak I LLC / WM Enterprises / Flywheel Development LLC / Hendricks, Todd K / Crapo, Conn J / Crapo, George M (Estate) | 1675 W 1100 S | | Perry | UT | 84302-3265 | 4357232500 |

List of Sublicensed Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|-----------------------|-----------------|-----------------|-----------|------------|--------------|
| Pinnacle West Grill LLC / Hakes, Dallas | 915 Westwood Blvd | | Price | UT | 84501-4348 | 4356377770 |
| Pfs Foods LLC / Hendricks, Todd K | 1545 N Canyon Rd | | Provo | UT | 84604-1607 | 8018183900 |
| Ae Sweet Treats Inc / Patel, Tejal Nirav / Patel, Nirav Narasinh | 682 N Dixie Dr | | Saint George | UT | 84770-6096 | 4356569159 |
| Lin's Supermarkets Inc / O Bray, Robert | 2928 E Mall Dr | | Saint George | UT | 84790-1229 | 4357736800 |
| Ae Sweet Treats Inc / Patel, Tejal Nirav / Patel, Nirav Narasinh | 1143 S Main St | | Saint George | UT | 84770-5239 | 4356741480 |
| New Age Distributing Inc / Qin, Yi Tiger | 9327 S 1300 E | | Sandy | UT | 84094-3135 | 8015723960 |
| Bkb Foods LLC / Bylund, Brad | 74 N Highland Dr | | Santaquin | UT | 84655 | 8017540144 |
| Blind Dog Enterprises Inc / Griffith, Robert / Quarnberg, Deray | 800 W 810 N | | Scipio | UT | 84656 | 4355724749 |
| Bkb Foods LLC / Bylund, Brad | 49 N Geneva Rd | | Vineyard | UT | 84059-4401 | 3852030100 |
| Chill Consultants LLC / Millard, John Walton | 7872 S Redwood Rd | | West Jordan | UT | 84088-4002 | 8015669012 |
| Thompson Qsr LLC / Thompson, Julie / Thompson, Scott D | 527 S 700 W | | Woods Cross | UT | 84087-1432 | 8012922125 |
| Dairy Queen of Falcon Place LLC / Cozart, Edward J | 24440 Maringo Dr | Exit 19, I-81 | Abingdon | VA | 24211-7434 | 2765251955 |
| Dairy Queen of Abingdon LLC / Cozart, Edward J | 798 W Main St | | Abingdon | VA | 24210-2424 | 2766195747 |
| SHIVKRISHNA LLC / Raval, Jigarkumar / Raval, Lydia | 2113 Confederate Blvd | | Appomattox | VA | 24522-8288 | 8043527411 |
| E E Wine Inc / Wine, Donovan V / Farhat, Judy W | 11069 Marsh Rd | | Bealeton | VA | 22712-5639 | 5404397052 |
| North Star 412 Inc / Patel, Khushbu | 516 E 5th St N | | Big Stone Gap | VA | 24219-2400 | 2765231560 |
| The Pantry Inc | 8006 S Scenic Hwy | | Bland | VA | 24315-4667 | 2766883645 |
| BWDQ LLC / Slocum Holding Company / Slocum, Joel / Slocum, Kristine | 506 N Main St | | Bridgewater | VA | 22812-1625 | 5408280939 |
| Dairy Queen of Bristol LLC / Cozart, Edward J / Cozart, Michael A / Collins, Parris C | 2960 Paulena Dr | | Bristol | VA | 24202-5984 | 2766420060 |
| Treats for Life LLC / Patel, Devak / Patel, Kirtan / Patel, Nikunj / Patel, Kirmi / Patel, Karn | 1777 Fortune Park Rd | | Charlottesville | VA | 22911 | 4349649595 |
| MADQ Portsmouth Blvd LLC / Sandlin, J Mitch | 4024 Portsmouth Blvd | | Chesapeake | VA | 23321-2126 | 7574881860 |
| Christiansburg Qd LLC / Gatewood Iii, Robert C / Pasco, Cody W | 950 N Franklin St | | Christiansburg | VA | 24073-1918 | 5402513414 |

List of Sublicensed Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|---------------------------|---------------------|-----------------|----|------------|------------|
| Krishaliabbas LLC / Patel, Khushbu / Momin, Shamana / Patharwala, Sajid | 309 W Ridgeway St | | Clifton Forge | VA | 24422-1336 | 5408633791 |
| Mid Atlantic Dairy Queen LLC / Sandlin, J Mitch / Morrisette, Tom / Dairy Queen of Virginia Inc | 27490 Southhampton Pkwy | | Courtland | VA | 23837-2117 | 7576530808 |
| GPM Southeast LLC / GPM Investments LLC | 1248 Crozet Ave | | Crozet | VA | 22932-3131 | 4348236585 |
| Jones of Madison 2 Inc / Jones, Nicole | 16125 Ira Hoffman Ln | | Culpeper | VA | 22701-2516 | 5408254978 |
| Radheya & Yves LLC / Visperas, Rebecca | 4381 Dale Blvd | | Dale City | VA | 22193-2701 | 7036706616 |
| The Pantry Inc | 5149 State Park Rd | | Dublin | VA | 24084-6004 | 5406748015 |
| EKDQ LLC/ Slocum Holding Company / Slocum, Joel / Slocum, Kristine | 108 Blue & Gold Dr | | Elkton | VA | 22827-1528 | 5402982800 |
| K&S Foods LLC / Thapa, Sabin / Thapa, Kreepa A | 4076 Jermantown Rd | | Fairfax | VA | 22030-5013 | 5714077076 |
| Mollah, Mohammed Ak | 9011 Silver Brook Rd #101 | | Fairfax Station | VA | 22039-2607 | 7034958840 |
| S Omar Ltd / Farooque, Omar / Farooque, Sylvia | 3527 S Jefferson St | | Falls Church | VA | 22041-3106 | 7039317183 |
| Arrington Enterprises Inc / Dd&D LLC / Arrington Jr, L David / Russell, Deborah A | 9737 Franklin St | | Ferrum | VA | 24088-4102 | 5403656400 |
| Mid Atlantic Dairy Queen LLC / Sandlin, J Mitch / Morrisette, Tom / Dairy Queen of Virginia Inc | 1418 Armory Dr | | Franklin | VA | 23851-2451 | 7575625124 |
| Hawley, Terry / Hawley, Cheryl | 10907 Courthouse Rd | | Fredericksburg | VA | 22408-2657 | 5408980077 |
| Munni Enterprises Inc / Rahmen, Jaman / Rahmen, Jahbed | 207 Kings Hwy | | Fredericksburg | VA | 22405-2693 | 5403736721 |
| Thapa Foods LLC / Thapa, Sabin | 8016 Spotsylvania Mall | | Fredericksburg | VA | 22407-1122 | 5407854262 |
| Lewis, Michael G / Lewis Deborah M | 1304 W Gretna Rd | | Gretna | VA | 24557-4171 | 4346566009 |
| Fact Enterprises Inc / Blackburn, Jane E M | 1755 Virginia Ave | | Harrisonburg | VA | 22802-8372 | 5404338308 |
| Fact Enterprises Inc / Blackburn, Jane E M | 78 S Carlton St | | Harrisonburg | VA | 22801-4325 | 5404339585 |
| S & H Fastfoods Inc / Ballout, Hannan / Ballout, Said | 5201 Oaklawn Blvd | | Hopewell | VA | 23860-7335 | 8044580515 |
| DQ Leesburg LLC / Zakaria A Q M (Zaki) | 548 Fort Evans Rd | Fort Evans Plaza II | Leesburg | VA | 20176-4098 | 7037714911 |
| Advadhoot Group II LLC / Raval, Maulesh K | 874 N Lee Hwy | | Lexington | VA | 24450-3725 | 5404631927 |
| Advadhoot Group III LLC / Raval, Maulesh K | 8021 Timberlake Rd | | Lynchburg | VA | 24502-2605 | 4342377030 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|---------------------------|----------|-----------------|----|------------|------------|
| Avadhoot Group Madison Heights LLC / Raval, Maulesh K / Raval, Rinaben | 4980 S Amherst Hwy | | Madison Heights | VA | 24572-2479 | 4348468613 |
| B K I Inc / Lee, Hae Goo / Lee, Kyoung Mi | 11702 Sudley Manor Dr | | Manassas | VA | 20109-2843 | 7033352875 |
| RvaDQ LLC / Blackburn, Jane | 14031 Midlothian Turnpike | | Midlothian | VA | 23113 | 8043570120 |
| T&M Treats Inc / Aboulhosn, Sam | 3900 Bailey Bridge Rd | | Midlothian | VA | 23112-2914 | 8047633200 |
| BNN RVA Inc / Singh, Balwinder | 911 Cross County Rd | | Mineral | VA | 23117-2335 | 8045566021 |
| Lebanese Cuisine LLC / Abouzaki, Antar | 6201 Chesapeake Cir | | New Kent | VA | 23124-2234 | 8049668400 |
| MADQ Oyster Point LLC / Sandlin, J Mitch / Morrisette, Tom / Mitch Inc / Dairy Queen of Virginia Inc | 12999 Warwick Blvd | | Newport News | VA | 23602-8352 | 7572499022 |
| North Star 412 Inc / Patel, Khushbu | 412 Coeburn Ave SW | | Norton | VA | 24273-2608 | 2766794854 |
| Trailside Enterprises Inc / Witt, Rick W / Witt, Carolyn J | 503 N Main St | | Pearisburg | VA | 24134-1526 | 5409211476 |
| University Dairy Queen Inc / Witt, Rick W / Witt, Carolyn J | 868 Federal St | | Rich Creek | VA | 24147 | 5407263133 |
| Garbatela Friendly LLC / Abouzaki, Antar | 807 E Parham Rd | | Richmond | VA | 23227-1107 | 8042614802 |
| Zaki's LLC / Abouzaki, Nayef / Abouzaki, Nael | 3275 New Market Rd | | Richmond | VA | 23231-7508 | 8047954957 |
| AG Orange LLC / Raval, Maulesh K / Raval, Rinaben | 2350 Orange Ave NE | | Roanoke | VA | 24012-8311 | 5403439556 |
| Boudy Enterprises Inc / Mick, Robert G / Mick, Judy | 3226 Brandon Ave SW | | Roanoke | VA | 24018-1518 | 5403448200 |
| Arrington Enterprises Inc / Dd&D LLC / Arrington Jr, L David / Russell, Deborah A | 995 Franklin St | | Rocky Mount | VA | 24151-1268 | 5404837987 |
| Arrington Enterprises Inc / Dd&D LLC / Arrington Jr, L David / Russell, Deborah A | 20430 Virgil H Goode Hwy | | Rocky Mount | VA | 24151-6721 | 5403342977 |
| University Dairy Queen Inc / Witt, Rick W / Witt, Carolyn J | 14 Wildwood Rd | | Salem | VA | 24153-2326 | 5403891366 |
| Abis Corporation / Syed, Baharuzzaman / Syed, Aziza | 5230 C Port Royal Rd | | Springfield | VA | 22151-2102 | 7033211820 |
| Slocum Joel / Slocum, Kristine | 2647 Stuarts Draft Hwy | | Stuarts Draft | VA | 24477-3155 | 5403374115 |
| Lyonlee Company Inc / Moore, Cindy / Moore, Edward L | 18856 Riverside Dr | | Vansant | VA | 24656 | 2769358711 |
| VRDQ LLC / Slocum Holding Company / Slocum, Joel / Slocum, Kristine | 79 Lee Hwy | | Verona | VA | 24482-2505 | 5402480626 |
| MADQ Landstown LLC / Sandlin, J Mitch / Dairy Queen of Virginia Inc / Morisette, Tom / Mitch Inc | 1925 Landstown Centre Way | Unit 260 | Virginia Beach | VA | 23456-1650 | 7573017545 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--------------------------|-----------------|----------------|-----------|------------|--------------|
| Seagate Development Corporation / Richard Maddox Family Trust / Roberta Mae Maddox Declaration of Trust | 1609 Atlantic Ave | | Virginia Beach | VA | 23451-3422 | 7574229342 |
| Warsaw Properties LLC / Bradley Sr, Lloyd | 5031 Richmond Rd | | Warsaw | VA | 22572-4232 | 8042502298 |
| Wash J & L Inc / Peterson, Roger D / Peterson, Vicki | 2291 Valley Ave | | Winchester | VA | 22601-2755 | 5406627607 |
| Mid Atlantic Dairy Queen LLC / Sandlin, J Mitch / Morrisette, Tom / Dairy Queen of Virginia Inc | 61 W Windsor Blvd | | Windsor | VA | 23487-9521 | 7572426446 |
| Nms Lakeridge Inc / Shrestha, Deepak K | 12465 Dillingham Sq | | Woodbridge | VA | 22192-5253 | 7035906330 |
| Global Montello Group Corp | 5115 Mudd Tavern Rd | | Woodford | VA | 22580-9658 | 5405823555 |
| V & M Inc / Burgess, Michael A / Burgess, Vickie Lynn / Burgess, F A Mike | 1800 Simpson Ave | | Aberdeen | WA | 98520-4612 | 3605329410 |
| V & M Inc / Burgess, Michael A / Burgess, Vickie Lynn / Burgess, F A Mike | 1015 E Wishkah St | | Aberdeen | WA | 98520-2936 | 3605325171 |
| Mea Inc / Szacik, Mark | 10198 W Highway 2 | | Airway Heights | WA | 99224-4974 | 5092423652 |
| Battleground Dairy Queen LLC / Ribelin, Rodney J / Ribelin, Karen L / Ribelin, Jonathan | 1602 W Main St | | Battle Ground | WA | 98604-4381 | 3606878459 |
| Equity Properties Inc / Baxter, Ronald O | 21 NE State Route 300 | | Belfair | WA | 98528-8611 | 3605522222 |
| Rlt Inc / Thiery, Ronald C | 18204 State Route 410 E | | Bonney Lake | WA | 98391-7048 | 2538630739 |
| Sandhu Enterprises LLC / Sandhu, Ameer / Sandhu, Sham / Sandhu, Kuldip | 5000 Kitsap Way | | Bremerton | WA | 98312-2349 | 3603735845 |
| D & S Restaurant Group Inc / Patton, David / Jackson, Scott | 435 NE 3rd Ave | | Camas | WA | 98607-2123 | 3608342171 |
| Margent Corporation / Mckinnon, Michael D / Mckinnon, Vicki L / Mckinnon, Michael M | 701 Harrison Ave | | Centralia | WA | 98531-2109 | 3607360218 |
| CeDQ LLC / Spear, Michael / Spear, Larry / Spear, Kathy | 302 E 1st St | | Cle Elum | WA | 98922-1202 | 5096747172 |
| Evergreen Edu LLC / Yi, Kwangsik / Lee, Myoungkyu | 6330 Storkson Rd | | Clinton | WA | 98236-9561 | 3603412464 |
| Morrow, Arthur J / Morrow, Molly M | 1101 E University Way | | Ellensburg | WA | 98926-2605 | 5099255442 |
| Morrow, Arthur J / Morrow, Molly M | 1601 N Currier St | | Ellensburg | WA | 98926-8345 | 5099255542 |
| Royal Punjab Management Group-5 Inc / Ahmeed, Nadeem / Aziz, Suleman / Sohal Lokpal | 2098 54th Ave E | | Fife | WA | 98424-1904 | 2539227731 |
| Equity Properties Inc / Baxter, Ronald O | 5118 Point Fosdick Dr NW | | Gig Harbor | WA | 98335-1717 | 2538516101 |
| Triple D Corner Market LLC / Woolley, Tom | 1100 E Broadway St | | Goldendale | WA | 98620-9157 | 5097737773 |

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|---|-------------------------|-----------------|---------------|-----------|------------|--------------|
| Herber and Herber LLC / Herber, Kathleen / Herber, Dustin / Herber, Rachael | 403 W Main St | | Grandview | WA | 98930-1259 | 5098822387 |
| Karrod LLC / Ribelin, Karen L / Ribelin, Rodney J / Ribelin, Jonathan | 1002 S 13th Ave | | Kelso | WA | 98626-3042 | 3604252360 |
| Margent Corporation / Mckinnon, Michael D / Mckinnon, Vicki L / Mckinnon, Michael M | 4545 Yelm Hwy SE | | Lacey | WA | 98513 | 3607062109 |
| Royal Punjab Management Group / Ahmed, Nadeem / Sohal, Mohinder | 10104 S Tacoma Way | | Lakewood | WA | 98499-4615 | 2535843824 |
| Equity Properties Inc / Baxter, Ronald O | 3211 Ocean Beach Hwy | | Longview | WA | 98632-4232 | 3602328380 |
| Non Verba LLC / Hatfield, Brady | 8843 E Trent Ave | | Millwood | WA | 99212-2332 | 5098929390 |
| Prime DQ Inc / Perkins, Christel L | 920 Meridian E | | Milton | WA | 98354-9092 | 2539276772 |
| Madras Group Inc / Dejbakhsh, Dara / Ulrich, Dennis | 1117 S Pioneer Way | | Moses Lake | WA | 98837-2358 | 5097655933 |
| Skagit Restaurant Management Inc / Whitman, Scott H / Whitman, Denise C | 1701 Freeway Dr | | Mount Vernon | WA | 98273-5440 | 3604286611 |
| Srt Nw Inc / Baxter, Ronald O / Dreyer, Donald A | 1248 SW Barlow St | | Oak Harbor | WA | 98277-3156 | 3606798989 |
| Margent Corporation / Mckinnon, Michael D / Mckinnon, Vicki L / Mckinnon, Michael M | 611 Lilly Rd SE | | Olympia | WA | 98501-2112 | 3604136901 |
| I Scream Inc / Hendrick, Jerry / Hendrick, Jeff / Hendrick, Shari | 610 Omache Dr | | Omak | WA | 98841-9692 | 5098262570 |
| Equity Properties Inc / Baxter, Ronald O | 211 Bravo Ter | | Port Orchard | WA | 98367-9375 | 3608761691 |
| Koinonia Services, LLC / Schaueremann, Kurt / Schaueremann, Nathan | 18945 Hwy 305 NE | | Poulsbo | WA | 98370-7459 | 3606972992 |
| Sh Treats LLC / Thiery, Thomas | 15414 Meridian St E | | Puyallup | WA | 98375-9514 | 2534358669 |
| Raymond Dairy Queen Corp / Minton, Kim / Minton, David | 114 7th St | | Raymond | WA | 98577-2517 | 3609423103 |
| Margent Corporation / Mckinnon, Michael D / Mckinnon, Vicki L / Mckinnon, Michael M | 19742 Old Highway 99 SW | | Rochester | WA | 98579-8688 | 3602735532 |
| American Foods Inc / Virk, Manmohan Singh | 201 Township St | | Sedro Woolley | WA | 98284-1240 | 3608564643 |
| Virk & Sandhu Inc / Sandhu, Kuldip V / Virk, Daljit Singh | 720 W Washington St | | Sequim | WA | 98382-3288 | 3606810250 |
| Equity Properties Inc / Baxter, Ronald O | 223 N 1st St | | Shelton | WA | 98584-3548 | 3604267277 |
| Vashon Queen Inc / Sandhu, Kuldip K / Virk, Daljit S / Juj, Hardev S | 9500 Ridgetop Blvd NW | | Silverdale | WA | 98383-8500 | 3606130610 |
| Royal Punjab Management Group-5 Inc / Ahmeed, Nadeem / Aziz, Suleman / Sohal Lokpal | 17909 Pacific Ave S | | Spanaway | WA | 98387-4607 | 2538470772 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--------------------------|----------|------------------|----|------------|------------|
| WellesleyDQ Inc / Vaughan, Danielle M | 917 E Wellesley | | Spokane | WA | 99207-3268 | 5094874391 |
| Non Verba LLC / Hatfield, Brady | 310 W Francis Ave | | Spokane | WA | 99205-6307 | 5094675969 |
| Mea Inc / Szacik, Mark | 3926 E 57th St | | Spokane | WA | 99223 | 5092906517 |
| Bergland, Judith (Estate) | 1221 N Pines Rd | | Spokane Valley | WA | 99206-4938 | 5099266617 |
| Non Verba LLC / Hatfield, Brady | 15624 E Sprague Ave | | Spokane Valley | WA | 99037-8902 | 5098911005 |
| Royal Punjab Management Group-3 Inc / Ahmeed, Nadeem / Sohal, Mohinder / Sohal, Lokpal | 3001 N Pearl St | | Tacoma | WA | 98407-2551 | 2537596686 |
| R & S Foods LLC / Shazhad, Muhammad | 1925 S 72nd St | | Tacoma | WA | 98408-1240 | 2534721200 |
| Toppenish Group Inc / Dejbakhsh, Dara / Ulrich, Dennis C | 401 W 1st Ave | | Toppenish | WA | 98948-1529 | 5098654015 |
| Margent Corporation / Mckinnon, Michael D / Mckinnon, Vicki L / Mckinnon, Michael M | 6530 Capitol Blvd S | | Tumwater | WA | 98501-5566 | 3607546747 |
| Union Gap LLC | 1255 Market St | | Union Gap | WA | 98903-2801 | 5092484425 |
| Royal Punjab Management Group-4 Inc / Ahmed, Nadeem / Nadeem, Shazia / Sohal, Lokpal | 2110 Mildred St W | | University Place | WA | 98466-6136 | 2535651005 |
| Main Street Dairy Queen LLC / Ribelin, Karen L / Ribelin, Rodney J / Ribelin, Jonathan | 2707 N Main St | | Vancouver | WA | 98663-3059 | 3606957281 |
| Pride Group Inc / Patton, Dave / Strawser-Patton, Teresa | 7713 MacArthur Blvd | | Vancouver | WA | 98664-2217 | 3606946901 |
| National Restaurant Group Inc / Dejbakhsh, Dara / Dejbakhsh, Nader | 4807 E 4th Plain Blvd | | Vancouver | WA | 98661-6146 | 3606945360 |
| Dejbakhsh, Dara | 10507 NE Fourth Plain Rd | | Vancouver | WA | 98662-5753 | 3602567302 |
| Dejbakhsh, Dara | 11815 SE Mill Plain Blvd | | Vancouver | WA | 98684-5050 | 3602567488 |
| Stony Lake Enterprises Inc / Tierney, Thomas M / Tierney, William C / Tierney, John Kerry | 1474 Plaza Way | | Walla Walla | WA | 99362-4352 | 5095256599 |
| Karifer Incorporated / Lara, Karina / Cruz Chavez, Fernando | 318 S Wapato Ave | | Wapato | WA | 98951-1347 | 5098773080 |
| White Pass Investors LLC / Josan, Kuldip Singh | 835 N Miller St | | Wenatchee | WA | 98801-2046 | 5094709197 |
| Karrod LLC / Ribelin, Karen L / Ribelin, Rodney J / Ribelin, Jonathan | 1225 Lewis River Dr | | Woodland | WA | 98674-9691 | 3608418028 |
| K & S Group LLC / Singh, Karamjit / Brar, Shama Kaur | 801 E Yakima | | Yakima | WA | 98901-2551 | 5092482571 |
| Stony Lake Enterprises Inc / Tierney, Thomas M / Tierney, William C / Tierney, John Kerry | 7410 W Nob Hill Blvd | | Yakima | WA | 98908-1974 | 5099665871 |

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|---|-----------------|-----------------|-------------|-----------|------------|--------------|
| Margent Corporation / Mckinnon, Michael D / Mckinnon, Vicki L / Mckinnon, Michael M | 1202 E Yelm Ave | | Yelm | WA | 98597-8618 | 3604002270 |
| Sv Dairy Queen Inc / Vindhurst, Sean M | 910 Gay Dr | | Neenah | WI | 54956-3921 | 9207221824 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|------------------------|-----------------|--------------|-----------|------------|--------------|
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 1005 W Service Rd | | Abernathy | TX | 79311-2653 | 8062982502 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 1626 State Highway 351 | | Abilene | TX | 79601-4746 | 3256770406 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 942 N Mockingbird Ln | | Abilene | TX | 79603-5731 | 3256730896 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 5110 Hwy 277 S | | Abilene | TX | 79605-4545 | 3256950332 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 933 Old Hwy 83 West | | Alamo | TX | 78516-2529 | 9567815041 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 300 Hill St | | Albany | TX | 76430-3160 | 3257623232 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 1179 E Main St | | Alice | TX | 78332-5046 | 3616644074 |
| Witherspoon, Richard B | 719 E Main St | | Allen | TX | 75002-3118 | 2143835866 |
| Wjck Inc / Richardson, Jane S / Jane Richardson Marital Trust | 2800 E Highway 90 | | Alpine | TX | 79830-4111 | 4328372420 |
| Mayfield, Nathaniel L / Mayfield, Virginia K | 1115 W Highway 67 | | Alvarado | TX | 76009-3213 | 8177837487 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 504 E Hwy 6 | | Alvin | TX | 77511-5642 | 2813315498 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 1900 S Washington St | | Amarillo | TX | 79109-2465 | 8063727728 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 3333 S Western St | | Amarillo | TX | 79109-3241 | 8063522561 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 2601 S Soncy Rd | | Amarillo | TX | 79124-2107 | 8064672615 |
| Uam LLC / Aulakh, Muhammad Naeem | 200 Ross Sterling | | Anahuac | TX | 77514 | 4092673135 |
| Duran Foods Inc / Duran, Albert C / Duran, Barbara S | 1007 N Main St | | Andrews | TX | 79714-3601 | 4325232722 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 921 Loop 274 | | Angleton | TX | 77515-3159 | 9793313190 |
| Anna Investments Group LLC / Singha, Sajib K / Baidya, Asish / Hossain, Chowdhury M | 1850 W White St | | Anna | TX | 75409 | 4694253694 |
| Jakehenry LLC / Tozer, Patricia West | 535 W Cleveland Blvd | | Aransas Pass | TX | 78336-3635 | 3617585341 |
| Richeson DQ Company, A Tx Partnership / Richeson, Doris | 934 S Center St | | Archer City | TX | 76351 | 9405744157 |
| 4D Enterprises LLC / Dial, Patricia D / Pooser, Dallas L | 508 W Randol Mill Rd | | Arlington | TX | 76011-5784 | 8178602912 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | Hwy 83/380 N | | Aspermont | TX | 79502 | 9409893435 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-------------------------------|------------|----------|----|------------|------------|
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 910 East Tyler Street | | Athens | TX | 75751-2142 | 9039045062 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 701 Loop 59 | | Atlanta | TX | 75551-1662 | 4305627033 |
| Usher III, Linton Joseph | 12129 Ranch Rd 620 N | | Austin | TX | 78750-1090 | 5122585418 |
| Mayfield, Robert U | 8728 N Lamar | | Austin | TX | 78753-5424 | 5128368943 |
| Mayfield, Robert U | 5900 Manor Rd | | Austin | TX | 78723-3631 | 5129264412 |
| Mayfield, Robert U | 2034 W Stassney Ln | | Austin | TX | 78745-3557 | 5124434730 |
| Usher & Lay Company LLC / Lay, Scott A / Usher Iii, Linton J / Usher, John T | 1501 Town Creek Dr | | Austin | TX | 78741-1542 | 5124440024 |
| Mayfield, Robert U | 8300 N Burnet Blvd | | Austin | TX | 78758-7715 | 5124547246 |
| Mayfield, Robert U | 13301 N Highway 183 Bldg F | | Austin | TX | 78750-7155 | 5123873332 |
| Mayfield, Robert U | 7710 N FM 620 | Building 4 | Austin | TX | 78726-4401 | 5122802696 |
| Mayfield, Robert U | 9300 S Interstate 35 | Building E | Austin | TX | 78748-1733 | 5123798422 |
| DDQ Pro Inc / Pooser, Dallas L | I-20, Ex 307 | | Baird | TX | 79504-9801 | 3258541363 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 421 St Hwy 16 S | | Bandera | TX | 78003-3807 | 8307963595 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 112 Highway 71 W | | Bastrop | TX | 78602-3720 | 5123213945 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 2921 7th St | | Bay City | TX | 77414-5430 | 9792457358 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 301 7th St | | Bay City | TX | 77414-4835 | 9792459101 |
| Abbys Enterprises Inc / Niakian, Abdol Reza | 100 S Alexander Dr | | Baytown | TX | 77520-7302 | 2814275819 |
| Aul Enterprises Inc / Malhi, Muhammad Ashraf / Aulakh, Muhammad Naeem | 2818 N Main St | | Baytown | TX | 77521-4104 | 2814203531 |
| Aul Enterprises Inc / Malhi, Muhammad Ashraf / Aulakh, Muhammad Naeem | 4309 Baker Rd | | Baytown | TX | 77521-1707 | 2814241451 |
| Aulakh, Muhammad Naeem | 6431 Garth Rd | | Baytown | TX | 77521-9639 | 8326952899 |
| Southeast Corporation / Howard, Wesley R | 3755 College St | | Beaumont | TX | 77702-4619 | 4098384723 |
| Owens, Frank L | 4114 E Lucas Dr | | Beaumont | TX | 77708-5515 | 4098982515 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------|-----------------|--------------|-----------|------------|--------------|
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 3995 Phelan Blvd | | Beaumont | TX | 77707-2223 | 4098355025 |
| West, Jimmy D | 1610 N St Marys St | | Beeville | TX | 78102-2737 | 3613582204 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 421 E Main St | | Bellville | TX | 77418-1529 | 9798653661 |
| AMO TX2 LLC / Amo Holdings LLC / Amira, Brian M / Mohammad, Nadeem (Ned) / Or, Birant | 8636 Highway 377 S | | Benbrook | TX | 76126-2542 | 6827031040 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | E Hwy 67 | | Big Lake | TX | 76932 | 3258842922 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 1009 Lamesa Hwy | | Big Spring | TX | 79720-1144 | 4322675412 |
| West, Jimmy D / West, Suellen J | 100 N US Hwy 77 Byp | | Bishop | TX | 78343-2712 | 3615843213 |
| DDQ Pro Inc / Pooser, Dallas L | 116 Main St | | Blanco | TX | 78606 | 8308334230 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 12737 State Highway 185 | | Bloomington | TX | 77951 | 3618971316 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 430 W Bandera Rd | | Boerne | TX | 78006-2500 | 8302492714 |
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 2012 N State Highway 121 | | Bonham | TX | 75418-2339 | 9034866159 |
| Bowie Red Top Dairy Queen Inc / Jones, Elizabeth M / Lowery, Glen R / Lowery, Billy L | 403 E Wise St | | Bowie | TX | 76230-5118 | 9408726110 |
| Alexander, Kerilu M | 1300 S Bridge St | | Brady | TX | 76825-6232 | 3255972955 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1838 W Walker St | | Breckenridge | TX | 76424-3234 | 2545593760 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 2254 Hwy 290 W | | Brenham | TX | 77833-9139 | 9798362221 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 1780 Texas Ave | | Bridge City | TX | 77611-3531 | 4097355535 |
| 4D Enterprises LLC / Dial, Patricia D / Pooser, Dallas L | 1508 Halsell St | | Bridgeport | TX | 76426-3157 | 9406832260 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 120 W Broadway | | Brownfield | TX | 79316-4428 | 8066372013 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 3343 Boca Chica Blvd | | Brownsville | TX | 78521-4201 | 9565420606 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 2044 Price Rd | | Brownsville | TX | 78521-2419 | 9565424707 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 844 Boca Chica Blvd | | Brownsville | TX | 78520-8303 | 9568013017 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 7284 Padre Island Hwy | | Brownsville | TX | 78521-5780 | 9564650697 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|------------------------|-----------------|-----------------|-----------|------------|--------------|
| Fritts, David A | 1620 Austin Ave | | Brownwood | TX | 76801-3653 | 3256466132 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 3003 Hwy 21 E | | Bryan | TX | 77803-2929 | 9798227221 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 413 E Villa Maria Rd | | Bryan | TX | 77801-2914 | 9798222914 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 3507 E 29th St | | Bryan | TX | 77802-3802 | 9798469330 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 205 N Texas Ave | | Bryan | TX | 77803-5317 | 9798225915 |
| Pratt-MDQ Inc / Pratt, Donald Joe / Pratt Jr, Donald J / Pratt, Phyllis A | 2536 W Commerce | | Buffalo | TX | 75831 | 9033225321 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 34250 US Highway 96 S | | Buna | TX | 77612-4462 | 4099949180 |
| Mayfield, Nathaniel L / Mayfield, Virginia K | 201 SW Wilshire Blvd | | Burleson | TX | 76028-4713 | 8174471033 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 502 S Water St | | Burnet | TX | 78611-3637 | 5127562161 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 215 State Hwy 36 S | | Caldwell | TX | 77836-7560 | 9795674200 |
| Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 208 N Main St | | Calvert | TX | 77837-8394 | 9793642121 |
| Mayfield, Robert U | 202 W 4th St | | Cameron | TX | 76520-2603 | 2546973401 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 301 N 2nd St | | Canadian | TX | 79014-2205 | 8063235581 |
| Giles, Terry M / Forster, Darrell R | 17249 I-20 | | Canton | TX | 75103-9707 | 9035674153 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 8536 Fm Rd 2673 | | Canyon Lake | TX | 78133-4907 | 8308994681 |
| Bowen, Jennifer J | 408 N 1st St | | Carrizo Springs | TX | 78834-3308 | 8308765977 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1001 E Sabine St | | Carthage | TX | 75633-2020 | 9036942815 |
| West, David L | 1202 US Highway 90 W | | Castroville | TX | 78009-2928 | 8305383141 |
| Mayfield, Robert U | 1701 E Whitestone Blvd | | Cedar Park | TX | 78613-2499 | 5123796029 |
| Allen, Terry G / Allen Jan P | 401 Tenaha St | | Center | TX | 75935-3431 | 9365985207 |
| Pratt-MDQ Inc / Pratt, Donald Joe / Pratt Jr, Donald J / Pratt, Phyllis A | 1120 St Mary | | Centerville | TX | 75833-3340 | 9035362861 |
| Richeson DQ Company, A Tx Partnership / Richeson, Doris | 900 Ave F NW | | Childress | TX | 79201-3518 | 9409373677 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------|------------------|-----------------|-----------|------------|--------------|
| Richeson DQ Company, A Tx Partnership / Richeson, Doris | 14251 Hwy 287 E | | Chillicothe | TX | 79225 | 9408525541 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 7115 E US Hwy 87 | | China Grove | TX | 78263-6003 | 2106484932 |
| Fritts, David A | 2101 Ave D | | Cisco | TX | 76437-5129 | 2544422299 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 704 W Main St | | Clarksville | TX | 75426-3620 | 9034273611 |
| Mayfield, Nathaniel L / Mayfield, Virginia K | 901 W Henderson St | | Cleburne | TX | 76031-4835 | 8176453495 |
| Mayfield, Nathaniel L / Mayfield, Virginia K | 1616 N Main St | | Cleburne | TX | 76031-1825 | 8176455301 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 515 S Washington Ave | | Cleveland | TX | 77327-4857 | 2815931922 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 311 N Ave G | | Clifton | TX | 76634-1527 | 2546753003 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 108 NW Broadway | | Coahoma | TX | 79511 | 4323944283 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 2323 S Texas Ave | | College Station | TX | 77840-4631 | 9796934299 |
| DDQ Pro Inc / Pooser, Dallas L | 2301 N State Highway 208 | (Hwy 208 & I-20) | Colorado City | TX | 79512-2637 | 3257282626 |
| Fritts, David A | 403 W Central Ave | | Comanche | TX | 76442-2705 | 3253563942 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | Hwy 87 And I-10 | | Comfort | TX | 78013 | 8309953200 |
| Walters, Tony D | 2151 Fm 64 West | | Cooper | TX | 75432 | 9033952151 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 110 Southwestern Blvd | | Coppell | TX | 75019-4517 | 2142225334 |
| Cinco DQ Inc/ Jane Richardson Marital Trust / Richardson, Jane / Kingman, Codi / Richardson, Clay | 206 N 1st St | | Copperas Cove | TX | 76522-1634 | 2545472925 |
| Cinco DQ Inc/ Jane Richardson Marital Trust / Richardson, Jane / Kingman, Codi / Richardson, Clay | 1406 Georgetown Rd | | Copperas Cove | TX | 76522-3976 | 2545477226 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 5002 Greenwood Dr | | Corpus Christi | TX | 78416-1328 | 3618542077 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 5919 McArdle Rd | | Corpus Christi | TX | 78412-3412 | 3619915220 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 3606 Ayers St | | Corpus Christi | TX | 78415-4614 | 3618849582 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | Leopard Square | 11101 Leopard St | Corpus Christi | TX | 78410-2625 | 3612422102 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 6169 Saratoga Blvd | | Corpus Christi | TX | 78414-2470 | 3614524717 |

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|--|-----------------------|-----------------|--------------|-----------|------------|--------------|
| Reed, Emily K | 1092 E FM 468 | | Cotulla | TX | 78014 | 8308792801 |
| Pennington, Jefferson D | 1408 Hwy 175 East | | Crandall | TX | 75114-2542 | 9724723937 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 800 S Gaston St | | Crane | TX | 79731-2612 | 4325587181 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 800 S 4th St | | Crockett | TX | 75835-2720 | 9365469228 |
| Gul-E-Fatima Investments Inc / Assad, Ali | 14027 Fm 2100 Rd | | Crosby | TX | 77532-6153 | 2813284839 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | Hwys 36 & 279 | | Cross Plains | TX | 76443 | 2547257605 |
| 4D Enterprises LLC / Dial, Patricia D / Pooser, Dallas L | 900 N Crowley Rd | | Crowley | TX | 76036-3738 | 8172971791 |
| Bowen, Jennifer J | 2100 N Hwy 83 | | Crystal City | TX | 78839-1733 | 8303745212 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 802 N Esplanade | | Cuero | TX | 77954-3504 | 3612752396 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 20510 Fm 529 Rd | | Cypress | TX | 77433-3296 | 8326744160 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 215 Oak Ave | | Dalhart | TX | 79022-2832 | 8062494987 |
| A2Z2 LLC / Ahmed, Joshua / Azad, Mohammad A / Sikder, Sarowar / Azad, Alauddin / Daud, Abdullah / Choudhury, Salauddin | 332 S St Augustine Dr | | Dallas | TX | 75217-7403 | 9722869516 |
| Kai Enterprises Inc / Chung, Kai | 2127 Fort Worth Ave | | Dallas | TX | 75211-1812 | 2149483345 |
| Happy Together Inc / Lee, Eun Ok / Lee, James S | 8150 S Polk St | | Dallas | TX | 75232-4714 | 9722241227 |
| Crare Inc / Velasquez, Roxanna C / Velasquez, A Christopher / Velasquez, Alexandra J | 1811 Belt Line Rd | | Dallas | TX | 75253-4908 | 9722869200 |
| Jhp Investment Group LLC / Sim, Thomas H | 14815 Coit Rd | | Dallas | TX | 75248-5710 | 9729804456 |
| Eastridge Investment Group LLC / Haq, Kashif U / Baidya, Ashish / Singha, Sajib Kumar / Hossain, Chowdhury | 6445 Eastridge Drive | | Dallas | TX | 75231 | 4694143000 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 104 Highway 90 East | | Dayton | TX | 77535-2624 | 9362582890 |
| Tiffany DQ Company Ltd / Richeson, Doris W / Dial, Patricia | 600 Fannin St | | De Leon | TX | 76444-1402 | 2548936804 |
| Jones, Sue R | 804 W Shoemaker | | Decatur | TX | 76234-1650 | 9406272425 |
| Memon, Amber M | 514 Center St | | Deer Park | TX | 77536-2742 | 2814760063 |
| Amistad DQ Company Ltd / Amity Dawn Tillman Trust / Amistad Management Company No 1 LLC / Richeson, Doris W / Patricia Dial, Trustee | 1901 Ave F | | Del Rio | TX | 78840-3327 | 8307751935 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|----------------------|-----------------|------------------|-----------|------------|--------------|
| Stroud, J Laythan / Stroud, Nancy | 209 N Loop 288 | | Denton | TX | 76201-5007 | 9404845326 |
| Stroud, J Laythan / Stroud, Nancy | 3110 W University | | Denton | TX | 76201-7433 | 9403826524 |
| Chon, David M | 625 N Hampton Rd | | Desoto | TX | 75115-4507 | 9722233737 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 506 W Hondo Ave | | Devine | TX | 78016-2802 | 8306635639 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 202 N Temple Dr | | Diboll | TX | 75941-1726 | 9368293064 |
| Anwar, Muhammad Yousaf | 2119 Fm 517 Rd E | | Dickinson | TX | 77539-8660 | 2815344191 |
| Bowen, Jennifer J | 1363 W FM 117 | | Dilley | TX | 78017 | 8309651833 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 524 N Salinas Blvd | | Donna | TX | 78537-2934 | 9564643121 |
| DDQ Pro Inc / Pooser, Dallas L | 403 E Hwy 290 | | Dripping Springs | TX | 78620-3894 | 5128944033 |
| Fritts, David A | 803 N Patrick St | | Dublin | TX | 76446-1199 | 2544453610 |
| 4D Enterprises LLC / Dial, Patricia D / Pooser, Dallas L | 607 S Main St | | Duncanville | TX | 75116-4713 | 9722986359 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 100 Booth Dr | | Eagle Lake | TX | 77434-2405 | 9792343541 |
| Bowen, Jennifer J | 2178 Main St | | Eagle Pass | TX | 78852-4719 | 8307736010 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 706 S Dill St | | East Bernard | TX | 77435-8596 | 9793356220 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1491 E Main St | | Eastland | TX | 76448-3028 | 2546292400 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 402 W Broadway St | | Eden | TX | 76837 | 3258695619 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 1224 W University Dr | | Edinburg | TX | 78539-2910 | 9563819313 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 1220 E University | | Edinburg | TX | 78539-3706 | 9563837542 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 719 N Mechanic St | | El Campo | TX | 77437-3447 | 9795436803 |
| El Paso McCombs Operations, LP / Buenas Treats LLC / Richardson, Clay Wesley / Kingman, Codi Richardson | 9332 McCombs St | | El Paso | TX | 79924-7426 | 9157517421 |
| Ole DQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | 5252 Fairbanks Dr | | El Paso | TX | 79924-3907 | 9157553556 |
| Ole DQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | 800 N Zaragoza Rd | | El Paso | TX | 79907-2517 | 9158587108 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-----------------------------|-----------------|----------------|-----------|------------|--------------|
| Ole DQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | 595 N Yarbrough Dr | | El Paso | TX | 79915-3240 | 9155920722 |
| Ole DQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | 4850 E Paisano Dr | | El Paso | TX | 79905-4423 | 9153513756 |
| Ole DQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | 9933 Montana Ave | | El Paso | TX | 79925-1511 | 9156336300 |
| Ole DQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | 1885 N Zaragoza Rd | | El Paso | TX | 79936-7912 | 9158577070 |
| Ole DQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | 6990 N Desert Blvd | | El Paso | TX | 79912-8806 | 9158775050 |
| Mas Ole LLC / Richardson, Jane S / Jane Richardson Marital Trust | 12910 Edgemere Blvd | | El Paso | TX | 79938-4538 | 9158556839 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 1126 Hwy 290 | | Elgin | TX | 78621-2019 | 5122853455 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 102 E Edinburg | | Elsa | TX | 78543-9999 | 9562621474 |
| Benedict, Brenda L | Hwy 69 | | Emory | TX | 75440 | 9034732236 |
| Pratt-MDQ Inc / Pratt, Donald Joe / Pratt Jr, Donald J / Pratt, Phyllis A | 1005 E Ennis Ave | | Ennis | TX | 75119-4340 | 9728755859 |
| Sp Investment Group LLC / Sim, Thomas H / Sim, Hyon Suk / Cho, Jae Sook / Singha, Sajib Kumar | 700 N Industrial Blvd | | Eules | TX | 76039-7439 | 8175088008 |
| Pratt-MDQ Inc / Pratt, Donald Joe / Pratt Jr, Donald J / Pratt, Phyllis A | 677 W US Highway 84 | | Fairfield | TX | 75840-2405 | 9033894221 |
| Bowen, Jennifer J | 630 S St Mary St | | Falfurrias | TX | 78355-4363 | 3613253888 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 2421 Valwood Pkwy | | Farmers Branch | TX | 75234-3411 | 4692504577 |
| Upside Down Ventures LLC / Witherspoon, Richard B / Goedel, Tim A | 201 E Audie Murphy Pkwy | | Farmersville | TX | 75442-2711 | 9727828492 |
| Pratt-MDQ Inc / Pratt, Donald Joe / Pratt Jr, Donald J / Pratt, Phyllis A | 308 S Interstate Highway 45 | | Ferris | TX | 75125-2828 | 9725442226 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 605 N La Grange St | | Flatonia | TX | 78941-2505 | 3618652524 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 16941 State Highway 155 S | | Flint | TX | 75762-3410 | 9037102782 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 1709 10th St | | Floresville | TX | 78114-2763 | 8303936066 |
| CF Treats #1 LLC / Crestwood Foods LP / Ambrose III, Joseph D / Wolman, Whitley C | 1909 Justin Rd | | Flower Mound | TX | 75028-3835 | 9725392602 |
| Ag Bros Construction LLC/ Araujo, Ricardo Javier | 2000 Long Prairie Rd | | Flower Mound | TX | 75022-4221 | 9728742345 |
| Treats Investments LLC / Hall, William G / Hall, Carole | 411 W Houston St | | Floydada | TX | 79235-3217 | 8069835121 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|----------------------|--------------------|----------------|-----------|------------|--------------|
| Giles, Terry M / Forster, Darrell R | 105 W US Hwy 80 | | Forney | TX | 75126-4901 | 9725522215 |
| Wjck Inc / Richardson, Jane S / Jane Richardson Marital Trust | 408 W Dickinson Blvd | | Fort Stockton | TX | 79735-4227 | 4323365660 |
| Treats Investments LLC / Hall, William G / Hall, Carole | 1301 Circle Pk | | Fort Worth | TX | 76106-9161 | 8176268553 |
| Ameridesh Investment Inc / Mehdi, Mamun | 6417 McCart Ave | | Fort Worth | TX | 76133-4702 | 8172923393 |
| Sak Food Investments Group LLC / Baidya, Asish / Haq, Kashif U / Singha, Sajib Kumar | 7150 North Fwy | | Fort Worth | TX | 76137 | 8173784424 |
| Universal Concepts Inc / Nathoo, Alyna R | 6700 Bridge St | | Fort Worth | TX | 76112-0816 | 8178511673 |
| AMO TX1 LLC / Amo Holdings LLC / Amira, Brian M / Mohammad, Nadeem (Ned) / Or, Birant | 8620 N Beach St | | Fort Worth | TX | 76244-4920 | 8174793191 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 304 E US Hwy 79 | | Franklin | TX | 77856-1361 | 9798283976 |
| Brightwell, David E | Hwy 175 S | | Frankston | TX | 75763 | 9038762216 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 902 E Main | | Fredericksburg | TX | 78624-4819 | 8309974648 |
| West, Jimmy D / West, Suellen J | Hwy 44 | | Freer | TX | 78357 | 3613946151 |
| Hayat, Naeem | 206 S Friendswood Dr | | Friendswood | TX | 77546-3902 | 2814829100 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1102 W US Hwy 60 | | Friena | TX | 79035 | 8062470916 |
| Witherspoon, Richard B | 8890 Preston Rd | | Frisco | TX | 75034-5677 | 2144365757 |
| Witherspoon, Richard B | 8855 Teel Parkway | | Frisco | TX | 75034 | 2148721737 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 609 W Broadway St | | Fritch | TX | 79036-8910 | 8068575145 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1025 W California St | | Gainesville | TX | 76240-4676 | 9405807118 |
| Pahlavan, Abbas Ali / Pahlavan, Jim A | 1407 Holland Ave | | Galena Park | TX | 77547-2537 | 7134535589 |
| IQRA Malik Inc / Malik, Mohammad Asif | PO Box 358 | 1202 E. Highway 59 | Ganado | TX | 77962-0358 | 3617713326 |
| Happy Sunday Inc / Kim, Sung Kon (Eric) / Kim, Tae Jin | 6310 Broadway Blvd | | Garland | TX | 75043-5941 | 9722263474 |
| Happy Friday Inc / Kim, Tae Jin / Kim, Sung Kon (Eric) | 1926 S 1st St | | Garland | TX | 75040-8409 | 9728400779 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1606 E Main St | | Gatesville | TX | 76528-1637 | 2548656717 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------|-----------------|-----------------|-----------|------------|--------------|
| West, Jimmy D / West, Suellen J | 1350 Hwy 281 S | | George West | TX | 78022 | 3614491822 |
| Mayfield, Robert U | 1000 Williams Dr | | Georgetown | TX | 78626-4108 | 5129310800 |
| Usher & Lay Company LLC / Lay, Scott A / Usher Iii, Linton J / Usher, John T | 977 E Austin St | | Giddings | TX | 78942-3407 | 9792125005 |
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 613 S Wood St | | Gilmer | TX | 75644-2352 | 9038432675 |
| Mayfield, Nathaniel L / Mayfield, Virginia K | 501 NE Big Bend Trl | | Glen Rose | TX | 76043-4817 | 2548974416 |
| Mayfield, Nathaniel L / Mayfield, Virginia K | 9127 N State Highway 171 | | Godley | TX | 76044 | 8172423005 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | Hwy 84 Lp | | Goldthwaite | TX | 76844 | 3256483325 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 243 E Pearl St | | Goliad | TX | 77963-4221 | 3616453274 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 103 Saint Joseph St | | Gonzales | TX | 78629 | 8306727533 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1310 380 Byp | | Graham | TX | 76450-2219 | 9405492500 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1310 Hwy 16 S | | Graham | TX | 76450-4202 | 9405494977 |
| 4D Enterprises LLC / Dial, Patricia D / Pooser, Dallas L | 950 E Hwy 377 | | Granbury | TX | 76048-2581 | 8175735100 |
| Sak Food Investments Group LLC / Baidya, Asish / Haq, Kashif U / Singha, Sajib Kumar | 2640 West Interstate 20 | | Grand Prairie | TX | 75052 | 4696600155 |
| AMO TX3 LLC / Amo Holdings LLC / Amira, Brian M / Mohammad, Nadeem / Or, Birant | 2155 N State Highway 360 | | Grand Prairie | TX | 75050-1016 | 6822700454 |
| Witherspoon, Richard B | 6308 Wesley St | | Greenville | TX | 75402-8972 | 9034553152 |
| Melancon-Phillips, Sheryl L / Phillips, Darrell W | 6250 39th St | | Groves | TX | 77619-4602 | 4099620229 |
| Hill, J Randy / Hill, Courtney | 334 W Main St | | Gun Barrel City | TX | 75156-5301 | 9038872929 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 415 N Texana St | | Hallettsville | TX | 77964-2330 | 3617985172 |
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 300 W Main St | | Hallsville | TX | 75650-5186 | 9036682213 |
| Fritts, David A | 820 S Rice St | | Hamilton | TX | 76531-2530 | 2543863048 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 32 S Central Ave | | Hamlin | TX | 79520-4026 | 3255762741 |
| Cinco DQ Inc/ Jane Richardson Marital Trust / Richardson, Jane / Kingman, Codi / Richardson, Clay | 112 E Fm 2410 | | Harker Heights | TX | 76543-1838 | 2546992361 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------|----------|--------------|----|------------|------------|
| Bowenco Inc / Bowen Jr, Robert L / Bowen, Rhonda H | 121 N Loop 499 | | Harlingen | TX | 78550-2509 | 9564126199 |
| Bowenco Inc / Bowen Jr, Robert L / Bowen, Rhonda H | 1613 N 77 Sunshine Strip | | Harlingen | TX | 78550-4247 | 9564254494 |
| Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 408 W Brown St | | Hearne | TX | 77859-3002 | 9792795351 |
| Bowen, Jennifer J | 402 N Smith Ave | | Hebbronville | TX | 78361-2958 | 3615274822 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 12902 Bandera Rd | | Helotes | TX | 78023-4003 | 2106959056 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 680 Sabine St | | Hemphill | TX | 75948-9612 | 4097874694 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 442 10th St | | Hempstead | TX | 77445-4532 | 9798263316 |
| Beall Jr, Robert J / Beall, Dustie | 1215 US Hwy 79 N | | Henderson | TX | 75652-6011 | 9036576532 |
| Dial PDQ Inc / Dial, Patricia D | 927 E Omega St | | Henrietta | TX | 76365-3006 | 9405384411 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 801 E Park Ave | | Hereford | TX | 79045-4419 | 8063636320 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 200 Legacy Dr | | Hewitt | TX | 76643-3584 | 2546666750 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1509 Corsicana Hwy | | Hillsboro | TX | 76645-2721 | 2545809030 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | Hwy 82 & 277 W | | Holliday | TX | 76366 | 9405861607 |
| Reed, Cameron D | 1503 19th St | | Hondo | TX | 78861-2328 | 8304262211 |
| Norwood, Charles (Estate) / Rasure, James Quinton (Estate) / Sheehy, Bill / Leewright, Durwayne (Estate) | 711 Main St | | Hooks | TX | 75561-5168 | 9035471194 |
| Dai, Antung / Dai, Ming Chi | 735 Highway 6 S | | Houston | TX | 77079-4003 | 3463421159 |
| Pahlavan, Mohammed / Pahlavan, Houshang | 14576 Wallisville Rd | | Houston | TX | 77049-4305 | 7134557779 |
| Assad, Ali / Assad, Syeda Shahida | 350 Aldine Bender Rd | | Houston | TX | 77060-4402 | 2814489454 |
| Nayebhashemi, Ali A / Nayebhashemi, Mahboubeh Eslami | 7335 S Lk Houston Pkwy | | Houston | TX | 77049-2610 | 2814583426 |
| Hejazi, Seyed Pooya / Hejazi, Seyed M | 2015 Fm 1960 E | | Houston | TX | 77073-2403 | 2814436906 |
| PentSal Corporation LLC / Saleheen, Sabih | 6227 W Little York Rd | | Houston | TX | 77091-1105 | 7136810583 |
| Azizi, Javad / Azizi, Habib | 1714 College St | | Houston | TX | 77017-7003 | 7139411108 |

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| Tenex Int'l Inc / Amin, Liakat / Amin, Zarin / Amin, Amir S | 11741 Eastex Fwy | | Houston | TX | 77039-6205 | 2814426362 |
| Gtz Brothers Inc / Gutierrez, Ismael C | 12930 Scarsdale Blvd | | Houston | TX | 77089-6226 | 2814818505 |
| Taba Restaurants LLC / Talabi, Mehran / Bahramian, Ali | 10404 Telephone Rd | | Houston | TX | 77075-3628 | 8325381058 |
| Mousavi, Reza D | 1226 Mercury Dr | | Houston | TX | 77029-2008 | 7136760752 |
| Shah, Zakir H (Estate) | 6707 Westview | | Houston | TX | 77055-6944 | 7136815574 |
| A&A Global Investment Inc / Zulfiqar, Nasir M | 5425 Antoine Dr | | Houston | TX | 77091-4911 | 7136827078 |
| Manzoor Inc / Manzoor, Khalid / Manzoor, Muazzam | 8306 Winkler Dr | | Houston | TX | 77017-4506 | 7136492983 |
| Baghlian, Partow / Arabzadeh, Payman | 14322 Highway 249 | | Houston | TX | 77086-4202 | 2814448477 |
| American Soft Serve Inc / Saleheen, Sabih / Sehar, Rosina | 11130 Fm 1960 | | Houston | TX | 77065-3602 | 2814692155 |
| Pahlavan's Enterprises / Pahlavan, Mohammed | 18830 Tomball Pkwy | | Houston | TX | 77070-3502 | 2814695501 |
| Icy Spicy Investments Inc / Zulfiqar, Nasir M | 2405 Campbell Rd | | Houston | TX | 77080-3911 | 7134644055 |
| Manzoor Inc / Manzoor, Khalid / Manzoor, Muazzam | 703 Little York Rd | | Houston | TX | 77076-1227 | 7136941561 |
| Dai, Antung / Dai, Ming Chi | 14515 Bellaire Blvd | | Houston | TX | 77083-1590 | 3463668426 |
| Opsilhi Enterprises LLC / Nanda, Madhu / Nanda, Navul | 5611 Highway 6 N | | Houston | TX | 77084-1829 | 2813454700 |
| Northern Restaurant Development LLC / Ahmed, Muhammad F / Ahmed, Muhammad A | 12111 Veterans Memorial Dr | | Houston | TX | 77067-1003 | 8326665715 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 3915 Old Spanish Trl | | Houston | TX | 77021-1424 | 3465716934 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 6741 Fairbanks N Houston Rd | | Houston | TX | 77040-4310 | 2814164339 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 7161 Southwest Fwy | | Houston | TX | 77074-2001 | 2819369286 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 24022 E Lake Houston Pkwy | | Huffman | TX | 77336-4439 | 2813243981 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | Hwy 11 & Main St | | Hughes Springs | TX | 75656 | 9036392539 |
| AHS Food LLC / Siddiqui, Mohammad Khalid | 3112 Wilson Rd | | Humble | TX | 77396-3635 | 2815706591 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 481 S US Highway 69 | | Huntington | TX | 75949-9131 | 9368765209 |

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| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 602 Interstate 45 S | | Huntsville | TX | 77340-6433 | 9364361780 |
| Ss&C Investment Group LLC / Sim, Thomas H / Cho, Jae Sook / Singha, Sajib Kumar | 728 Airport Freeway | | Hurst | TX | 76054 | 8175106506 |
| Pratt-MDQ Inc / Pratt, Donald Joe / Pratt Jr, Donald J / Pratt, Phyllis A | 101 N Interstate 45 | | Hutchins | TX | 75141 | 9722255630 |
| Mayfield, Robert U | 250 Ed Schmidt Blvd | | Hutto | TX | 78634-5551 | 5122776001 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 108 Chestnut St | | Idalou | TX | 79329-4013 | 8068923625 |
| West, Jimmy D | 2611 State Hwy 361 | | Ingleside | TX | 78362-4200 | 3617762506 |
| Jhp Investment Group LLC / Sim, Thomas H | 2845 W Airport Fwy | | Irving | TX | 75062-6024 | 4694601317 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | Hwy 114 W | | Jacksboro | TX | 76458 | 9405675362 |
| Gene Brumbelow Enterprises Inc / Brumbelow, Gene H / Farmer, Elizabeth A | 1501 S Jackson St | | Jacksonville | TX | 75766-3025 | 9035863633 |
| Brumbelow, Laura Grimes | 607 E Rusk St | | Jacksonville | TX | 75766-5017 | 9035869859 |
| Usher & Lay Company LLC / Lay, Scott A / Usher Iii, Linton J / Usher, John T | 104 Town Center Blvd | | Jarrell | TX | 76537-4000 | 5129488167 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 987 S Wheeler St | | Jasper | TX | 75951-4638 | 4093831970 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 403 S Walcott St | | Jefferson | TX | 75657-2013 | 9036653682 |
| Amistad DQ Company Ltd / Amity Dawn Tillman Trust / Amistad Management Company No 1 LLC / Richeson, Doris W / Patricia Dial, Trustee | Hwy 281 S | | Johnson City | TX | 78636 | 8308687067 |
| Mayfield, Nathaniel L / Mayfield, Virginia K | 109 N Broadway St | | Joshua | TX | 76058-3065 | 8176417591 |
| Curl Cone Inc / Wood Iii, Harold / Wood, Megan H | 1502 Zanderson Ave | | Jourdanton | TX | 78026-3440 | 8307692021 |
| Hometown Treats Inc / Richardson, Jane S / Jane Richardson Marital Trust | 2345 N Main St | | Junction | TX | 76849-3102 | 3254462121 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 203 N Highway 80 | | Karnes City | TX | 78118-3000 | 8307802712 |
| Dai, Antung | 983 S Mason Rd | | Katy | TX | 77450-3878 | 3463668427 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 3121 West Grand Parkway N | | Katy | TX | 77449 | 8324373596 |
| AG Bros Kaufman LLC / Araujo, Ricardo Javier / Araujo, Carlos / Araujo, Rafael Angel | 2204 S Washington St | | Kaufman | TX | 75142-3626 | 9729624117 |
| Anwar, Muhammad Yousaf | 1107 Highway 146 | | Kemah | TX | 77565-3269 | 2815381084 |

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|--|--------------------------------|-----------------|-------------|-----------|------------|--------------|
| Teddy's Treats Enterprises LP / Teddy's Treats Inc / Leone, Shirley H | 1218 S Elm St | | Kemp | TX | 75143-7708 | 9034988222 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 104 N Sunset Strip St | | Kenedy | TX | 78119-2220 | 8305833338 |
| Rahwd Enterprises LLC / Wolf Jr, Roland O / Wolf, April M | 422 S Poplar St | | Kermit | TX | 79745-4318 | 4325863489 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 1101 Sidney Baker St | | Kerrville | TX | 78028-3356 | 8308961441 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 997 Junction Hwy | | Kerrville | TX | 78028-2216 | 8308953737 |
| Bozeman, Darrell W / Bozeman, Judy C | I-20 & Fm 3053, Rt 1 Box 262lf | | Kilgore | TX | 75662 | 9039848591 |
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 600 N Henderson Blvd | | Kilgore | TX | 75662-5916 | 9039830389 |
| Cinco DQ Inc/ Jane Richardson Marital Trust / Richardson, Jane / Kingman, Codi / Richardson, Clay | 4012 E Stan Schlueter Loop | | Killeen | TX | 76542-8438 | 2546906666 |
| Cinco DQ Inc/ Jane Richardson Marital Trust / Richardson, Jane / Kingman, Codi / Richardson, Clay | 1220 S Fort Hood St | | Killeen | TX | 76542-1306 | 2545265118 |
| Tiffany DQ Company Ltd / Richeson, Doris W / Dial, Patricia | 2000 W Ranch Rd 1431 | | Kingsland | TX | 78639 | 3253883160 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 715 E King St | | Kingsville | TX | 78363-5782 | 3615929471 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 1314 Northpark Dr | | Kingwood | TX | 77339-1635 | 2817477005 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1290 S Pine St | | Kountze | TX | 77625-7429 | 4092095103 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 22601 Ih 35 (At Center St) | | Kyle | TX | 78640-5332 | 5122689141 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 912 N Main St | | La Feria | TX | 78559-5214 | 9567971993 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 311 N Jefferson St | | La Grange | TX | 78945-2215 | 9799685861 |
| Hefley, Patrasia Chen | 901 S Broadway St | | La Porte | TX | 77571-5325 | 2814713629 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 129 US Hwy 87 W | | La Vernia | TX | 78121-5863 | 8307792204 |
| Richardson, Jane S / Jane Richardson Marital Trust | 512 N 4th St | | Lamesa | TX | 79331-4504 | 8068728155 |
| Cinco DQ Inc/ Jane Richardson Marital Trust / Richardson, Jane / Kingman, Codi / Richardson, Clay | 1110 S Key Ave | | Lampasas | TX | 76550-3545 | 5125566254 |
| M & M Lerma Inc No 2 / Lerma, Juan Miguel | 1701 Guadalupe St | | Laredo | TX | 78043-3326 | 9567232601 |
| M & M Lerma Inc / Lerma, Juan Miguel | 4205 San Bernardo Ave | | Laredo | TX | 78041-4446 | 9567243355 |

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| Sunshine Inc / Ali, Yasmin | 831 W Main St | | League City | TX | 77573-2041 | 2815547545 |
| Usher & Lay Company LLC / Lay, Scott A / Usher Iii, Linton J / Usher, John T | 141 W Metro Dr | | Leander | TX | 78641 | 5129867700 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 6803 Bandera Rd | | Leon Valley | TX | 78238-1359 | 2106840065 |
| Upside Down Ventures LLC / Witherspoon, Richard B / Goedel, Tim A | 401 N US Highway 69 | | Leonard | TX | 75452-2328 | 9035872323 |
| Ricky Spencer Enterprises Inc / Spencer, Ricky L | 1311 College Ave | | Levelland | TX | 79336-6513 | 8068944948 |
| CF Treats #1 LLC / Crestwood Foods LP / Ambrose III, Joseph D / Wolman, Whitley C | 825 W Main St | | Lewisville | TX | 75067-3556 | 9724366948 |
| Usher & Lay Company LLC / Lay, Scott A / Usher Iii, Linton J / Usher, John T | 13266 Hwy 29 W | | Liberty Hill | TX | 78642 | 5125486500 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 310 S Main St | | Lindale | TX | 75771-6441 | 9038826189 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 1102 US Highway 59 S | | Linden | TX | 75563-5308 | 9037567421 |
| Imbue Investments LLC / Bhakta, Sitarambhai M / Bhakta, Sajan S / Bhakta, Viraj S | 1835 US Highway 190 W | | Livingston | TX | 77351-9604 | 9363271136 |
| Tiffany DQ Company Ltd / Richeson, Doris W / Dial, Patricia | 408 W Young | | Llano | TX | 78643-1269 | 3252475913 |
| Mayfield, Robert U | 1125 S Colorado | | Lockhart | TX | 78644-3421 | 5123764817 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 4101 Gilmer Rd | | Longview | TX | 75604-1137 | 9037590241 |
| Beall Jr, Robert J / Beall, Dustie | 5002 Estes Pkwy | | Longview | TX | 75603-0916 | 9036437311 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 2101 N Eastman Rd | | Longview | TX | 75601-3356 | 9037538944 |
| Bowen, Jennifer J | 207 E Ocean St | | Los Fresnos | TX | 78566-3228 | 9562339533 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 5735 19th St | | Lubbock | TX | 79407-2033 | 8067926629 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 7813 Slide Rd | | Lubbock | TX | 79424-2845 | 8067940644 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 6925 University Ave | | Lubbock | TX | 79413-6333 | 8067454434 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 8103 Indiana Ave | | Lubbock | TX | 79423-2018 | 8067993595 |
| Brady's Dairy Queen Inc / Geihlsler, Shannon Brady | 2311 Ave Q | | Lubbock | TX | 79405-1225 | 8067449561 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 2305 Atkinson Dr | | Lufkin | TX | 75901-2509 | 9366342526 |

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| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 301 N John Redditt Dr | | Lufkin | TX | 75904-2621 | 9366399635 |
| Mary Etta Corporation / Blackwell Jr, Bruce F / Deberry, Brittany B / Blackwell Iii, Bruce F | 407 S Magnolia Ave | | Luling | TX | 78648-3019 | 8308752726 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 827 N Main St | | Lumberton | TX | 77657-7358 | 4097554926 |
| Hill, J Randy / Hill, Courtney | 208 W Mason St | | Mabank | TX | 75147-8168 | 9038878361 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 301 W Main St | | Madisonville | TX | 77864-1908 | 9363486171 |
| Rpt Operations Inc / Tegtmeier Jr, Philip A | 12937 N FM 973 Rd | | Manor | TX | 78613 | 7377474637 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 1014 E Broad St | | Mansfield | TX | 76063-1741 | 8174734941 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 17657 Highway 6 | | Manvel | TX | 77578-3747 | 2816922349 |
| Hubbard, Elaine Long | 915 Hwy 1431 | | Marble Falls | TX | 78654-5154 | 8306934912 |
| Wjck Inc / Richardson, Jane S / Jane Richardson Marital Trust | 704 W San Antonio St | | Marfa | TX | 79843-0445 | 4327294471 |
| Crema Dulce Inc / Kingman, Codi R / Richardson, Clay W | 4721 Live Oak St | | Marlin | TX | 76661 | 2548833221 |
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 1001 E End Blvd N | | Marshall | TX | 75670-2111 | 9037027905 |
| Nk Hayat Inc / Hayat, Naeem | 614 E Texas Ave | | Mart | TX | 76664-1402 | 2548762555 |
| Eubank, Patrick D | 1017 Fort McKavitt St | | Mason | TX | 76856-2609 | 3253475905 |
| Bowen, Jennifer J | 902 E San Patricio Ave | | Mathis | TX | 78368-2435 | 3615473773 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 1310 W McGregor Dr | | Mc Gregor | TX | 76657-1171 | 2548404540 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 800 Hwy 83 East | | Mcallen | TX | 78501-8836 | 9566829501 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 4101 N 23rd St | | Mcallen | TX | 78504-4106 | 9566319706 |
| Witherspoon, Richard B | 1835 W Louisiana St | | Mckinney | TX | 75069-7859 | 9725420480 |
| Moroles, Javier / Moroles, Alma | 920 W 2nd St | | Mercedes | TX | 78570-2502 | 9565654141 |
| Happy Forever Inc / Kim, Sung Kon (Eric) / Kim, Tae Jin | 740 Gross Rd | | Mesquite | TX | 75149-3204 | 9722886632 |
| Have Nice Day Inc / Park, Kyoung Won / Kim, Rung Ju | 1926 Military Pkwy | | Mesquite | TX | 75149-3630 | 9722885689 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|-------------------------|----------|----------------|----|------------|------------|
| Wjck Inc / Richardson, Jane S / Jane Richardson Marital Trust | 802 S Big Spring St | | Midland | TX | 79701-7237 | 4326849854 |
| Wjck Inc / Richardson, Jane S / Jane Richardson Marital Trust | 3702 W Wall | | Midland | TX | 79703-7110 | 4326943801 |
| Wjck Inc / Richardson, Jane S / Jane Richardson Marital Trust | 706 N Big Spring St | | Midland | TX | 79701-3334 | 4326845445 |
| Hill, Randy J / Hill, Courtney R / Fallwest Manna LLC / Westfall, David M / Westfall, Natalie R | 1080 Hwy 287 East | | Midlothian | TX | 76065-3332 | 9727758433 |
| Dairy Queen of Mineola Inc / Tucker, Ted P | 220 W Broad St | | Mineola | TX | 75773-2006 | 9035695454 |
| Shelco LLC / Hickey, Samuel T / Hickey, Shelly L | 1001 N Oak Ave | | Mineral Wells | TX | 76067-3739 | 9403255819 |
| Tiffany DQ Company Ltd / Richeson, Doris W / Dial, Patricia | 2601 E Hubbard St | | Mineral Wells | TX | 76067-4763 | 9403255311 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 2203 N Conway Ave | | Mission | TX | 78572-2969 | 9565839967 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 400 N Shary Rd | | Mission | TX | 78572 | 9562835321 |
| Sugarland Quality Foods LLC / Uy, Esther B / Palad, Luzviminda / Palad, Cezar / Modelo Jr, Joseph M | 5801 Hwy 6 S | | Missouri City | TX | 77459-4065 | 2814993634 |
| H & I Brother's Inc / Gutierrez, Humberto C | 1799 Fm 2234 Rd | | Missouri City | TX | 77489-2183 | 2812617423 |
| Rahwd Enterprises LLC / Wolf Jr, Roland O / Wolf, April M | 1407 S Stockton Ave | | Monahans | TX | 79756-6028 | 4329432102 |
| Westbrook, Robert E | 9102 Hwy 146 | | Mont Belvieu | TX | 77580 | 2815766526 |
| Mayberry Hospitality LLC / Witherspoon, Richard B | 1102 S Jefferson Ave | | Mount Pleasant | TX | 75455-5300 | 4302222017 |
| Scally, Joe | I-30 At Hwy 37 | | Mount Vernon | TX | 75457 | 9035882295 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 320 W G St | | Munday | TX | 76371 | 9404224661 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 3121 North St | | Nacogdoches | TX | 75965-2686 | 9365696520 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 706 E Washington Ave | | Navasota | TX | 77868-3006 | 9368257827 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 123 N 14th St | | Nederland | TX | 77627-4113 | 4097273178 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 707 N McCoy Blvd | | New Boston | TX | 75570-2316 | 9036283881 |
| James Cox Enterprises Inc / Cox, James | 370 Landa | | New Braunfels | TX | 78130-5401 | 8306252392 |
| James Cox Enterprises Inc / Cox, James | 121 I-35 South Business | | New Braunfels | TX | 78130-4784 | 8306252304 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------------|-----------------|----------------------|-----------|------------|--------------|
| Hejazi, Seyed P | 709 W Court St | | Newton | TX | 75966-3007 | 4093798583 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 103 N Nixon Ave | | Nixon | TX | 78140-2721 | 8305821842 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 301 E Highway 82 | | Nocona | TX | 76255-2724 | 9408253301 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 5441 Rufe Snow Dr | | North Richland Hills | TX | 76180-6004 | 8175813884 |
| West, Jimmy D / West, Suellen J | 1112 Park Ave | | Odem | TX | 78370 | 3613689011 |
| Rahwd Enterprises LLC / Wolf Jr, Roland O / Wolf, April M | 2761 N Grandview Ave | | Odessa | TX | 79762-6952 | 4323630705 |
| Rahwd Enterprises LLC / Wolf Jr, Roland O / Wolf, April M | 1525 S Grant Ave | | Odessa | TX | 79761-6846 | 4323331600 |
| Rahwd Enterprises LLC / Wolf Jr, Roland O / Wolf, April M | 720 W University Blvd | | Odessa | TX | 79764-7112 | 432333251 |
| Rahwd Enterprises LLC / Wolf Jr, Roland O / Wolf, April M | 811 Maple Ave | | Odessa | TX | 79761-2807 | 4323373038 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1419 W Main St | | Olney | TX | 76374-1652 | 9405642821 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1612 US Hwy 70 W | | Olton | TX | 79064 | 8062852882 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 1 US Highway 259 S | | Omaha | TX | 75571 | 9038849004 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 11785 Highway 62 N | | Orange | TX | 77632-5501 | 4097451161 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 2426 N 16th St | | Orange | TX | 77630-2332 | 4098837700 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 321 Strickland Dr | | Orange | TX | 77630-4710 | 4098865232 |
| West, Jimmy D / West, Suellen J | 515 E Orange Ave | | Orange Grove | TX | 78372-9337 | 3613849013 |
| Brumbelow, Gene H | 1113 State Highway 135 S | | Overton | TX | 75684-1925 | 9038346132 |
| Richardson, Jane S / Jane Richardson Marital Trust | 402 14th St | | Ozona | TX | 76943 | 3253925000 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 215 Henderson | | Palacios | TX | 77465-3947 | 3619722554 |
| Beall Jr, Robert J / Beall, Dustie | 2101 S Loop 256 | | Palestine | TX | 75801-5919 | 9037292014 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 1930 W Palma Vista Dr | | Palmview | TX | 78572-2150 | 9565853266 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | Hwy 60 E | | Panhandle | TX | 79068-0040 | 8065374057 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|--------------------|-----------------|--------------|-----------|------------|--------------|
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 2424 W Park Row Dr | | Pantego | TX | 76013-3304 | 8173032899 |
| Walters, Tony D | 2505 E Lamar Ave | | Paris | TX | 75460-4846 | 9037853402 |
| Walters, Tony D | 3195 NE Loop 286 | | Paris | TX | 75460-3435 | 9037065177 |
| Nza Inc / Malhi, Muhammad Ashraf / Aulakh, Muhammad Naeem / Ahmed, Muhammad A | 1917 Pasadena Blvd | | Pasadena | TX | 77502-2739 | 7134770727 |
| Shabir Inc / Malhi, Muhammad Ashraf / Aulakh, Muhammad Naeem / Boota, Muhammad Asif / Ahmed, Muhammad A / Aulakh, Muhammad S | 3801 Shaver St S | | Pasadena | TX | 77504-2602 | 7139439969 |
| Howard, Wesley R / Howard, Douglas W / Howard, Dustin P | 4757 Spencer Hwy | | Pasadena | TX | 77505-1501 | 2819988482 |
| Nza Inc / Malhi, Muhammad Ashraf / Aulakh, Muhammad Naeem / Ahmed, Muhammad A | 2103 Red Bluff Rd | | Pasadena | TX | 77506-3752 | 7134777105 |
| NWM Inc / Malhi, Muhammad Ashraf / Aulakh, Muhammad Naeem | 910 Richey St | | Pasadena | TX | 77506-4204 | 7134751244 |
| Malik, Mohammad Qasim | 3614 E Broadway | | Pearland | TX | 77581-4202 | 2814855284 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 11306 Broadway St | | Pearland | TX | 77584-9788 | 8322305145 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 8027 Broadway St | | Pearland | TX | 77581-7760 | 2817419630 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 508 S Oak St | | Pearsall | TX | 78061-3033 | 8303343636 |
| Rahwd Enterprises LLC / Wolf Jr, Roland O / Wolf, April M | 1226 S Eddy St | | Pecos | TX | 79772-5808 | 4324476760 |
| West, Jimmy D | Hwy 181 | | Pettus | TX | 78146 | 3613752571 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1701 W Pecan St | | Pflugerville | TX | 78660-2500 | 5122516858 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 1008 N Cage Blvd | | Pharr | TX | 78577-3108 | 9567877461 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 1238 S Hwy 377 | | Pilot Point | TX | 76258-4353 | 9406862623 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1105 Cowboy Way | | Plains | TX | 79355-0969 | 8064568366 |
| J V V Inc / Velasquez, Roxanna C / Velasquez, A Christopher / Velasquez, Alexandra J | 1307 W 5th St | | Plainview | TX | 79072-7842 | 8062910068 |
| Koiner, James N | 2425 Ave K | | Plano | TX | 75074-5922 | 9724234509 |
| Dbc Restaurants LLC / Rajput, Zulqarnain / Ali, Rafiq Murad | 2240 Coit Rd | | Plano | TX | 75075-3706 | 9729055767 |
| Curl Cone Inc / Wood Iii, Harold / Wood, Megan H | 223 S Main St | | Pleasanton | TX | 78064-4131 | 8305692441 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|-----------------------|-----------------|-----------------|-----------|------------|--------------|
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 307 W Cotter Ave | | Port Aransas | TX | 78373-4036 | 3617493339 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 3010 39th St | | Port Arthur | TX | 77642-5503 | 4099833256 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 302 St Hwy 100 | | Port Isabel | TX | 78578-2420 | 9569432101 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 1409 W Austin St | | Port Lavaca | TX | 77979-3705 | 3615528970 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 1205 N Virginia St | | Port Lavaca | TX | 77979-2506 | 3615520935 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 854 Magnolia Ave | | Port Neches | TX | 77651-3712 | 4097271628 |
| West, Jimmy D | 911 Dallas St | | Portland | TX | 78374-2015 | 3616435222 |
| Curl Cone Inc / Wood Iii, Harold / Wood, Megan H | 9438 N State Hwy 16 | | Poteet | TX | 78065-4186 | 8307423804 |
| Walters, Tony D | 9967 US Highway 271 N | | Powderly | TX | 75473-3310 | 9037324000 |
| Bowen, Jennifer J | 323 N Broadway | | Premont | TX | 78375 | 3613483215 |
| Rafradin Enterprise Inc / Ahmed, Joshua / Azad, Mohammad A / Yeasin, Safkat | 837 W Princeton Dr | | Princeton | TX | 75407-9042 | 9727360001 |
| Cedar Creek Food Group Inc / Pennington, Jefferson D | 8715 Hwy 34 S | | Quinlan | TX | 75474-9456 | 9033563212 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 700 S Main St | | Quitman | TX | 75783-1728 | 9037634414 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | I-20 & Hwy 80 W | | Ranger | TX | 76470 | 2546473001 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 534 E Hidalgo | | Raymondville | TX | 78580-2623 | 9566895121 |
| Red Oak Ice Cream LLC / Glass, Robert V | I-35 & Ovilla Rd | | Red Oak | TX | 75154 | 9725760705 |
| West, Jimmy D / West, Suellen J | 523 N Alamo St | | Refugio | TX | 78377-2505 | 3615264614 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 101 US Highway 287 | | Rhome | TX | 76078-1166 | 8176362665 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 6363 S Peek Rd | | Richmond | TX | 77407 | 3462515004 |
| Bowen, Jennifer J | 1206 E Main St | | Rio Grande City | TX | 78582-4603 | 9564873888 |
| Bowen, Jennifer J | Hwy 77 S | | Riviera | TX | 78379 | 3612963243 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 406 N Robinson Dr | | Robinson | TX | 76706-5304 | 2546620464 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|------------------------------|-----------------|-------------|-----------|------------|--------------|
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 640 W Ave J | | Robstown | TX | 78380-2507 | 3613875315 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 905 W Cameron Ave | | Rockdale | TX | 76567-2715 | 5124465950 |
| West, Jimmy D / West, Suellen J | 1729 Hwy 35 N | | Rockport | TX | 78382-3320 | 3617295425 |
| Rockwall Ice Cream LLC / Glass, Robert V | 1801 S Goliad St | | Rockwall | TX | 75087-4936 | 2143046129 |
| Bowen, Jennifer J | 1403 N Grant St | | Roma | TX | 78584-5404 | 9568491921 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | Hwy 77 | | Rosebud | TX | 76570 | 2545830450 |
| Dai, Antung / Dai, Chun Min | 1005 Herndon Dr | | Rosenberg | TX | 77471-2101 | 2812397666 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 100 S Cleveland Ave | | Rotan | TX | 79546-4502 | 3257352227 |
| Usher & Lay Company LLC / Lay, Scott A / Usher Iii, Linton J / Usher, John T | 309 W Palm Valley Blvd | | Round Rock | TX | 78664-4234 | 5122554578 |
| Mayfield, Robert U | 16550 R R 620 | | Round Rock | TX | 78681-5801 | 5122153973 |
| Rowlett Ice Cream LLC / Glass, Robert V | 4510 Lakeview Pkwy | | Rowlett | TX | 75088-4025 | 9724121442 |
| Royse City Ice Cream LLC / Glass, Robert V | 506 West Interstate 30 | | Royse City | TX | 75189 | 4697235085 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 175 N Dickinson Dr | | Rusk | TX | 75785-1085 | 9036835252 |
| Reed, Blake C | 219 E Fisher Ave | | Sabinal | TX | 78881 | 8309882022 |
| TheRicheson Group LLC / Lanoy, Amity D / Dial, Patricia D / Pooser, Dallas L | 309 Broad St | | Saint Jo | TX | 76265 | 9409952488 |
| Richardson, Jane S / Jane Richardson Marital Trust | 5225 Sherwood Way | | San Angelo | TX | 76904-9739 | 3259473447 |
| Concho Treats LLC / Richardson, Jane S | 3006 Knickerbocker Rd | | San Angelo | TX | 76904-6807 | 3252230848 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 2252 Thousand Oaks Blvd #220 | | San Antonio | TX | 78232-3900 | 2105452921 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 7922 Culebra Rd | | San Antonio | TX | 78251-1442 | 2105210882 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 1255 S Gen McMullen | | San Antonio | TX | 78237-3805 | 2104351251 |
| Rivera Food Services Ltd / Barbara S Rivera Living Trust / Rivera Management LLC / Rivera, Barbara S | 4907 Old Seguin Rd | | San Antonio | TX | 78219-1030 | 2106617481 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 5635 Fredricksburg Rd | | San Antonio | TX | 78229-3405 | 2106143970 |

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| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|------------------------------|-----------------|-------------|-----------|------------|--------------|
| Kiya 111 Inc / Afshar, Shahla | 1914 Jackson Keller Rd | | San Antonio | TX | 78213-2726 | 2103423700 |
| Maha333 LLC / Patel, Chirag C / Patel, David H | 3436 Culebra Rd | | San Antonio | TX | 78228-6000 | 2104358273 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 4418 Callaghan Rd | | San Antonio | TX | 78228-3400 | 2104358820 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 7118 Marbach Rd | | San Antonio | TX | 78227-1914 | 2106737269 |
| Motley, Paula Kay | 9222 S Zarzamora St | | San Antonio | TX | 78224-2340 | 2109272695 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 11734 West Ave | | San Antonio | TX | 78216-2524 | 2103492995 |
| Rivera Food Services Ltd / Barbara S Rivera Living Trust / Rivera Management LLC / Rivera, Barbara S | 2819 West Ave | | San Antonio | TX | 78201-2241 | 2103492091 |
| Rivera Food Services Ltd / Barbara S Rivera Living Trust / Rivera Management LLC / Rivera, Barbara S | 600 Fair Ave | | San Antonio | TX | 78223-1304 | 2105324030 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 13122 Nacogdoches Rd | | San Antonio | TX | 78217-1548 | 2106530011 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 8099 Village Oak Dr | | San Antonio | TX | 78233-2426 | 2106559636 |
| Rivera Food Services Ltd / Barbara S Rivera Living Trust / Rivera Management LLC / Rivera, Barbara S | 3244 SW Military | | San Antonio | TX | 78211-3618 | 2109227061 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 9726 Perrin Beitel | | San Antonio | TX | 78217-3512 | 2106537644 |
| Shaheb Inc / Bhakta, Pradipkumar M / Bhakta, Amit | 2282 SE Military Dr | | San Antonio | TX | 78223-3526 | 2105323236 |
| R & S Dairy Queens Inc / Thayer, Shannon C / Thayer, Cynthia A | 3301 Nogalitos | | San Antonio | TX | 78225-2333 | 2109275097 |
| Bowenco Inc / Bowen Jr, Robert L / Bowen, Rhonda H | 801 W US Business Highway 77 | | San Benito | TX | 78586-4302 | 9563992850 |
| Bowen, Jennifer J | 604 E Gravis St | | San Diego | TX | 78384-2710 | 3612792101 |
| Cris's DQ Inc / Hinojosa, Cricelda | 800 W Hwy 83 | | San Juan | TX | 78589-2177 | 9567872691 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 900 Hwy 80 | | San Marcos | TX | 78666-8124 | 5123535038 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 1202 S Ih 35 | | San Marcos | TX | 78666-7727 | 5123923551 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1508 W Wallace St | | San Saba | TX | 76877-4008 | 3253725214 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 500 N Stemmons St | | Sanger | TX | 76266-9376 | 9404583201 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 1402 Wallis Ave | | Santa Anna | TX | 76878 | 3253483123 |

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|--|--------------------------|----------|--------------|----|------------|------------|
| Tiffany DQ Company Ltd / Richeson, Doris W / Dial, Patricia | Sec Of I-20 & Hwy 281 | | Santo | TX | 76472 | 9407699003 |
| Rivera Food Services Ltd / Barbara S Rivera Living Trust / Rivera Management LLC / Rivera, Barbara S | 1090 Fm 78 | | Schertz | TX | 78154-2009 | 2106583392 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 77 N Kessler Ave | | Schulenburg | TX | 78956-5661 | 9797433687 |
| Manzoor, Khalid | 902 E Meyer Rd | | Seabrook | TX | 77586-3037 | 2814744900 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 1902 Meyer St | | Sealy | TX | 77474-3932 | 9798853592 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 1069 E Kingsbury St | | Seguin | TX | 78155-2129 | 8303796983 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 967 East Ct | | Seguin | TX | 78155-5820 | 8303791182 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1102 Hobbs Hwy | | Seminole | TX | 79360-3324 | 4327582895 |
| Teddy's Treats Enterprises LP / Teddy's Treats Inc / Leone, Shirley H | 110 W Cedar Creek Pkwy | | Seven Points | TX | 75143-6474 | 9034323076 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 111 E California St | | Seymour | TX | 76380-1505 | 9408885285 |
| Sroufe & Sroufe LLC / Sroufe, David M / Sroufe, Andrea Jo | 103 Sunset Blvd | | Sherman | TX | 75092-7445 | 9038933336 |
| Ruppel, Ronald / Ruppel, Deborah | 2002 E Lamar | | Sherman | TX | 75090-6459 | 9038926501 |
| Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 1180 N 5th St | | Silsbee | TX | 77656-3847 | 4093855524 |
| Bowen, Jennifer J | 1125 E Sinton St | | Sinton | TX | 78387-2928 | 3613644744 |
| West, Jimmy D | 218 N 8th St | Hwy 181 | Skidmore | TX | 78389 | 3612873521 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 1307 NE Loop 230 | | Smithville | TX | 78957-2079 | 5122373587 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 108 Coliseum Dr | | Snyder | TX | 79549-3806 | 3255732651 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 4301 S College Ave | | Snyder | TX | 79549-6008 | 3255738501 |
| Boss Treat Inc / Bhakta, Pradipkumar M / Bhakta, Amit | 7076 S Loop 1604 W | | Somerset | TX | 78069 | 8304293399 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 17147 State Highway 36 N | | Somerville | TX | 77879-4014 | 9795961914 |
| Richeson Restaurants Inc #2 / Richeson, Doris W | 134 Hwy 277 N | | Sonora | TX | 76950-2207 | 3253872118 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 345 Hwy 105 W | | Sour Lake | TX | 77659-9522 | 4092872265 |

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|--|-------------------------|-----------------|--------------------|-----------|------------|--------------|
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 2401 Padre Blvd | | South Padre Island | TX | 78597-6927 | 9567611072 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 700 S Highway 207 | | Spearman | TX | 79081-3452 | 8066595601 |
| Taba Restaurants LLC / Talabi, Mehran / Bahramian, Ali | 6810 Louetta Rd | | Spring | TX | 77379-7417 | 8326981858 |
| Northern Restaurant Development LLC / Ahmed, Muhammad F / Ahmed, Muhammad A | 21325 Kuykendahl Rd | | Spring | TX | 77379-2610 | 2812510802 |
| ZDR Foods LP / ZDR Foods General Partner LLC / Rajput, Zulqarnain (Zeke) / Carnahan, David S | 1651 Louetta Rd | | Spring | TX | 77388-4739 | 3463312169 |
| Northern Restaurant Development LLC / Ahmed, Muhammad F / Ahmed, Muhammad A | 8830 Spring Cypress Rd | | Spring | TX | 77379-3260 | 8326982823 |
| Z & G Enterprises LLC / Dhanani, Ahmed / Dhanani, Malik | 3707 S Main St | | Stafford | TX | 77477-5407 | 2819698328 |
| Richeson Management Corporation / Richeson, Doris W | 1601 W Washington St | | Stephenville | TX | 76401-4033 | 2549682106 |
| SCDQ Inc / Richardson, Jane S / Jane Richardson Marital Trust | US Hwy 87 N | | Sterling City | TX | 76951 | 3253785161 |
| Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 300 S Main St | | Stinnett | TX | 79083 | 8068782242 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 701 State Highway 123 S | | Stockdale | TX | 78160-6087 | 8309963840 |
| Humberto & Family Inc / Gutierrez, Humberto / Gutierrez, Sonia | 6520 Highway 90A | | Sugar Land | TX | 77498-2012 | 2812403331 |
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 705 Main St | | Sulphur Springs | TX | 75482-3974 | 9038853640 |
| Hometown Boys LLC / Scally Iii, Joseph F / Lay, Scott A | 1419 S Broadway St | | Sulphur Springs | TX | 75482-4830 | 9039195068 |
| Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 514 Main St | | Sunray | TX | 79086-2500 | 8069484320 |
| Thericheson 3 Group LLC / Pooser, Dallas / Lanoy, Amity / Dial, Patricia | 1608 Lamar St | | Sweetwater | TX | 79556-7128 | 3252355066 |
| Beall Jr, Robert J / Beall, Dustie | 370 N Hill St | | Tatum | TX | 75691-1794 | 9039472255 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 1809 N Main St | | Taylor | TX | 76574-1821 | 5123526141 |
| Happy Monday Inc / Kim, Sung Kon (Eric) / Kim, Tae Jin | 3113 S 31st St | | Temple | TX | 76502-1914 | 2547748740 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 15 N 7th St | | Temple | TX | 76501-4242 | 2542313883 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 1281 Fm 148 | | Terrell | TX | 75160-9337 | 9725634359 |
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 3025 Lake Dr | | Texarkana | TX | 75501-7905 | 9032557688 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|---|--------------------------|-----------------|---------------|-----------|------------|--------------|
| JRDQ LLC / Pennington, Jefferson D / Raines, Christopher M | 2506 Richmond Rd | | Texarkana | TX | 75503-2325 | 9038320271 |
| CF Treats #1 LLC / Crestwood Foods LP / Ambrose III, Joseph D / Wolman, Whitley C | 6360 N Josey Ln | | The Colony | TX | 75056-2475 | 2144691062 |
| 42772 Buckthorne LLC / Rajput, Zulqarnain / Aboufazeli, Mansoureh | 2300 Buckthorne Pl | | The Woodlands | TX | 77380-1793 | 2812981200 |
| Dallas Ballers Club LLC / Riggs, Adam D / Rajput, Zulqarnain | 9930 Woodlands Pkwy | | The Woodlands | TX | 77382-2930 | 2812926825 |
| West, David L | Hwy 281 | | Three Rivers | TX | 78071 | 3617862521 |
| West, Jimmy D | 111 State Hwy 239 E | | Tivoli | TX | 77990-4554 | 3612863307 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 14421 FM 2920 RD | | Tomball | TX | 77377-5509 | 2812553165 |
| Sowell, Scott L | State Highway 31 | | Trinidad | TX | 75163 | 9037782952 |
| Premier Trinity Enterprises Inc / Milikien, Curtis G / Milikien, Allyson A | Hwy 19 | | Trinity | TX | 75862 | 9365943287 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 1203 W Duvall | | Troup | TX | 75789-1507 | 9038423115 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 16818 Fm 2493 | | Tyler | TX | 75703-5112 | 9035819963 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 2611 E 5th St | | Tyler | TX | 75701-3532 | 9035938247 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 3250 W Gentry Pkwy | | Tyler | TX | 75702-1311 | 9035973549 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 16210 State Highway 31w | | Tyler | TX | 75709-3348 | 9032669190 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 1809 E SE Loop 323 | | Tyler | TX | 75703-8313 | 9035612972 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 12050 Hwy 64 E | | Tyler | TX | 75707 | 9035650007 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 11972 Hwy 271 | | Tyler | TX | 75708-3146 | 9038773337 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 8850 S Broadway Ave | | Tyler | TX | 75703 | 9036306465 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 416 S Southeast Loop 323 | | Tyler | TX | 75702-8646 | 9036306448 |
| C and C Food Company Inc / Kirkham, Taylor R | 2222 E Main St | | Uvalde | TX | 78801-4947 | 8302786124 |
| Richeson Restaurants Inc #1 / Richeson, Doris W | 401 S Frontage Rd | | Valley View | TX | 76272-9713 | 9407263221 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 2789 I-20 | | Van | TX | 75790-4465 | 9039638621 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|------------------------|-----------------|-------------------|-----------|------------|--------------|
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 207 N Moody St | | Victoria | TX | 77901-6431 | 3615782996 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 2702 Port Lavaca Dr | | Victoria | TX | 77901-8666 | 3615781534 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 2801 E Red River | | Victoria | TX | 77901-4445 | 3615754537 |
| Golden Triangle Dairy Queens Inc / Howard, Wesley R | 780 N Main St | | Vidor | TX | 77662-4536 | 4097695456 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 4021 N 19th St | | Waco | TX | 76708-1679 | 2547541138 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 1424 New Rd | | Waco | TX | 76710-4814 | 2547766662 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 6310 I-35 North | | Waco | TX | 76705 | 2547991501 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 3501 Bellmead Dr | | Waco | TX | 76705-3104 | 2547991233 |
| Dulce Inc / Jane Richardson Marital Trust / Kingman, Codi R / Richardson, Clay W | 4620 W Waco Dr | | Waco | TX | 76710-7049 | 2547517770 |
| Norwood, Charles (Estate) / Rasure, James Quinton (Estate) / Sheehy, Bill / Leewright, Durwayne (Estate) | 100 Wake Village Rd | | Wake Village | TX | 75501-6225 | 9032239626 |
| Project Lonestar Inc / Elite Restaurant Group Inc / Elite Limited / Nakleh, Michael J | 580 N Interstate 20 E | | Waskom | TX | 75692-9650 | 9036873357 |
| Waxahachie Ice Cream LLC / Glass, Robert V | 1226 W Hwy 287 Bypass | | Waxahachie | TX | 75165-5171 | 9729371690 |
| Tiger Tillman Management Company LLC / Tillman Jr, Joe Dwight | 3205 Fort Worth Hwy | | Weatherford | TX | 76087-8776 | 8175985974 |
| Tiger Tillman Management Company LLC / Tillman Jr, Joe Dwight | 417 Palo Pinto St | | Weatherford | TX | 76086-4247 | 8175943376 |
| 2-Mna LLC / Aulakh, Muhammad Naeem / Malhi, Muhammad Ashraf | 16190 Old Galveston Rd | | Webster | TX | 77598 | 8322249113 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 715 S Eagle | | Weimar | TX | 78962-3303 | 9797256617 |
| R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 916 N Texas Blvd | | Weslaco | TX | 78596-4509 | 9569689115 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 742 S Columbia Dr | | West Columbia | TX | 77486-3030 | 9793455141 |
| Ameriassets Inc / Mehdi, Mamun / Mehdi, Sania | 6645 Westworth Blvd | | Westworth Village | TX | 76114-4000 | 6827083747 |
| Sugar Land Food Service Inc / Rayani, Al-Nasir H / Rayani, Adil A / Rayani, Nadia A | 1321 N Richmond | | Wharton | TX | 77488-3015 | 9795325180 |
| Capps, Terry L | 100 E US Highway 80 | | White Oak | TX | 75693-2102 | 9037591441 |
| Forster & Giles Investments / Forster, Darrell R / Giles, Terry M | 419 St Hwy 110n | | Whitehouse | TX | 75791-3109 | 9038394935 |

List of Franchised Locations

| Franchisee Group | Address1 | Address2 | City | ST | Zip | Phone |
|--|----------------------|-----------------|---------------|-----------|------------|--------------|
| Eelani, Froid / Eelani, Kambous | Hwy 69 N | | Whitewright | TX | 75491-9742 | 9033642629 |
| Thericheson 3 Group LLC / Pooser, Dallas / Lanoy, Amity / Dial, Patricia | 3112 Kemp Blvd | | Wichita Falls | TX | 76308-1830 | 9402649907 |
| ZDR Foods LP / ZDR Foods General Partner LLC / Rajput, Zulqarnain (Zeke) / Carnahan, David S | 9870 FM 1097 Rd W | | Willis | TX | 77318-4901 | 9367015050 |
| Cedar Creek Food Group Inc / Pennington, Jefferson D | 402 W N Commerce St | | Wills Point | TX | 75169-2506 | 9038732573 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 14600 Ranch 12 | | Wimberley | TX | 78676 | 5128473670 |
| Owens, Frank L | 1360 St Hwy 124 | | Winnie | TX | 77665-7524 | 4092962116 |
| Mccutcheon-Bullock, Shelly | 700 S Main St | | Winnsboro | TX | 75494-3232 | 9033426969 |
| Geihslar, Kenneth L / Geihslar, Shannon B | 726 Highway 62 | | Wolfforth | TX | 79382-2213 | 8068664864 |
| West, Jimmy D | 2nd St & Hwy 77 | | Woodsboro | TX | 78393 | 3615434541 |
| Wylie Ice Cream LLC / Glass, Robert V | 420 S Hwy 78 | | Wylie | TX | 75098-3945 | 9724298700 |
| Ctx Restaurants Inc / West, David L / Gates, Troy W | 610 US Highway 77a S | | Yoakum | TX | 77995-1310 | 3612935253 |
| Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 510 W Main St | | Yorktown | TX | 78164-5091 | 3615643300 |
| Bowen, Jennifer J | Hwy 83 N | | Zapata | TX | 78076 | 9567655591 |

Franchisees Who Have Signed An Operating Agreement, But Not Yet Opened The Location

| Franchisee(s) | City | ST | Phone | email |
|--|-------------|-----------|--------------|--------------------------|
| AHS Food LLC / Siddiqui, Mohammad Khalid | Conroe | TX | 2818300469 | khalid@pidc-lc.com |
| IQRA Malik Inc / Malik, Mohammad Asif | Edna | TX | 2816306540 | cheetahjee@sbcglobal.net |

EXHIBIT K

Lists of direct-licensed and subfranchised DQ Grill & Chill® and
Dairy Queen®/Brazier® Franchisees and
Texas DQ® Restaurant Franchisees
Whose Franchise Agreements Were Terminated or Transferred

Franchise Terminations in 2022

| City | ST | Zip | Franchisee Group | Phone | Reason |
|--------------|----|------------|---|------------|---------------------|
| Fayetteville | AR | 72701-6215 | SMDG LLC / Sims, Aimee L / Apex Solutions Inc / Sims, Terry L | 4794424800 | Franchisee Closure |
| Lost Hills | CA | 93249 | B & H Brothers LLC / Singh, Balbir / Singh, Harjap | 6617979477 | Franchisee Closure |
| Salinas | CA | 93905-2716 | Santana, Francisco / Santana, Daisy | 8314247588 | Franchisee Closure |
| Athens | GA | 30607-1431 | Stark Properties Inc / Jones, William B | 7065483535 | Franchisee Closure |
| Rome | GA | 30161-5284 | Sez Inc / Momin, Soyebali M / Momin, Rahil I / Momin, Eazaz Husen M / Momin, Husen Asif | 7062328270 | Franchisee Closure |
| Fort Wayne | IN | 46835-1893 | Paton, William G / Paton, Elaine / Hart, Gavin S / Hart, Kim P | 2604868900 | Franchisee Closure |
| Greencastle | IN | 46135-9418 | Bhole LLC / Patel, Dharmesh V / Patel, Rupamkumar R | 7656308156 | Mutual Cancellation |
| Indianapolis | IN | 46227-3559 | OM Sai LLC / Patel, Dharmesh V / Patel, Rupamkumar R | 3177578131 | Mutual Cancellation |
| Wabash | IN | 46992-1023 | Namah LLC / Patel, Dharmesh / Patel, Rupamkumar R | 2602250346 | Mutual Cancellation |
| Scott City | KS | 67871-1825 | Fyler Sr, Steven M / Fyler, Loretta A / Rodriguez, Andrea S / Eitel, Brittany A / Fyler Jr, Steven M | 6208723215 | Franchisee Closure |
| Apple Valley | MN | 55124-7536 | Anderson Franchise Investments Inc / Anderson, Charles R | 9529533961 | Franchisee Closure |
| Caledonia | MN | 55921-1274 | Fourteen Foods LLC | 5077252751 | Mutual Cancellation |
| Cannon Falls | MN | 55009-4267 | Jtrh Inc / Hundt, Ronald E / Tatge, Justin M | 5072634433 | Franchisee Closure |
| Crystal | MN | 55428-3952 | Fourteen Foods LLC | 7635337575 | Mutual Cancellation |
| Eagan | MN | 55121-2289 | Kool Tyme Inc / Giguere, Thomas M | 6516869057 | Franchisee Closure |
| Red Wing | MN | 55066-2230 | Knauss, Joseph John | 6517032552 | Franchisee Closure |
| Shakopee | MN | 55379-3157 | Fourteen Foods LLC | 9522242568 | Franchisee Closure |
| Springfield | MO | 65803-1351 | Jaysadhi Inc / Patel, Parulben R / Patel, Jigneshaben H / Patel, Himanshukumar B / Patel, Rameshbhai P / Patel, Chanchalbaben R | 4178668832 | Franchisee Closure |
| Garner | NC | 27529-8437 | Me Buffaloe Enterprises Inc / Buffaloe, Michael E | 9196629292 | Franchisee Closure |
| Santa Fe | NM | 87506-0952 | Serna, Donald E / Serna, Linda A | 5054557057 | Franchisee Closure |
| Durant | OK | 74701-4002 | Blackbox Holdings LLC / Box, James R / Franklin, Aaron M / Black, Samatha Jo | 5809240905 | Franchisee Closure |
| Rock Hill | SC | 29730-4994 | First Choice Management Group LLC / Rumble, David R | 8039801006 | Mutual Cancellation |

Franchise Terminations in 2022

| City | ST | Zip | Franchisee Group | Phone | Reason |
|-------------|----|------------|--|------------|--------------------|
| Clarksville | TN | 37040-5003 | Groves Leasing Inc / Groves, Allan D / Groves, Jeffery R | 9315524100 | Franchisee Closure |
| Boscobel | WI | 53805-1620 | Fourteen Foods LLC | 6083754252 | Franchisee Closure |
| Hartford | WI | 53027-1611 | Stolaski, Steven | 2626734233 | Franchisee Closure |

Franchise Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|---|----|------------------------------|-------|---------|
| *Transfers where seller sold interest in this particular store, but remains a franchisee for other store(s) | | | | |

| | | | | |
|----------------|----|---|--------------|----------------|
| Bessemer | AL | Patel, Dhruvi V / Momin, Iqbal R | 404-456-3235 | Stock Transfer |
| Enterprise | AL | Sarazz Inc / Momin, Parvezhusen M / Momin, Nashrin | 4045426855 | |
| Hartselle | AL | Atif Inc / Momin, Raishali Y / Momin, Sayena L | 678-793-0685 | |
| Mobile | AL | Parvin Inc / Momin, Naushad Hussain / Momin, Mohmedkamil S / Momin, Kazmi S | 404-513-8392 | |
| Sun City West | AZ | W M K Lee Enterprises Inc / Lee, Wayne E | 623-206-3495 | |
| Inverness | FL | Najir LLC / Bhonhariya, Najirahemad N / Bhonhariya, Abdulrahim N / Patel, Heema / Ali, Uzma I | 860-933-3831 | |
| Tamarac | FL | Mr RJ Blizzard Inc / Groden, Mitchell / Groden, Randi | 9547181004 | |
| Columbus | GA | Labe Restaurant Group LLC / Mcdonald, John A / Huff, Laura M / Knight, Elizabeth M | 706-884-6191 | |
| Fayetteville | GA | Munir Inc / Momin, Rizvan / Momin, Nasir F / Momin, Munafali | 678-665-9623 | |
| Peachtree City | GA | Peachtree Fast Food LLC / Patel, Vimal / Patel, Deep / Patel, Dipen | 678-612-4796 | |
| Silvis | IL | Rah Partnership Inc / Smith, Mark A | 563-370-3909 | |
| Tuscola | IL | Patel, Maulik | 6163093213 | |
| Clermont | IN | Linn Properties Inc II / Linn, Mick C | 3176913649 | |
| Fishers | IN | Olio Ventures Inc / Duncan, James D / Llewellyn, Jason C / Sharon M Piazza Revocable Trust / Hajek, Robert J / Llewellyn, Melissa A | 317-371-0644 | |
| Indianapolis | IN | H&H Meridian Street LLC / Hart Management Corporation / Hart, Gavin S / Hart, Kim P / Harlan, Hugh P / Harlan, Doug, H | 260-497-0888 | |
| North Vernon | IN | Fourteen Foods LLC | 952-356-9278 | |
| Burlington | KS | Khan's Enterprise LLC / Pathan, Affaakkhan A / Momin, Nisarali G | 6203648966 | |

Franchise Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|--------------|-----------|---|--------------|-----------------|
| Garnett | KS | Patel, Raj M | 417-596-9535 | |
| Eminence | KY | Fourteen Foods LLC | 952-356-9278 | |
| Florence | KY | Shantaba Treats LLC / Patel, Jigar R / Patel, Karan A / Patel, Sunil B / Patel, Mukesh B | 5133494535 | |
| Hutchinson | MN | Fourteen Foods LLC | 952-356-9278 | |
| Staples | MN | Doll, Joan D | 2186393275 | Family Transfer |
| Kennett | MO | Coleman, Scott D | 573-579-9534 | Removed Partner |
| Denver | NC | Boemer, Jeron / Eby, Shawn L | 4703466833 | Removed Partner |
| Wahoo | NE | Nicholas Nicklby Inc / Rustermier, Thomas R / Rustermier, Sharon K / Miyoshi, John / Miyoshi, Carol | 402-443-6001 | |
| Bloomfield | NM | Pruitt, Gene / Pruitt, Connie | 505-320-1035 | |
| Wapakoneta | OH | Patel, Rameshchandra A | 6155139891 | Removed Partner |
| West Chester | OH | Patel, Ketul G | 615-881-6779 | Removed Partner |
| Broken Arrow | OK | E S Davis Enterprises Inc / Davis, Edward L / Davis, Sandra L | 660-525-2386 | |
| Cranston | RI | Dailey, William / Dailey, Shari | 7023394301 | Removed Partner |
| Bothell | WA | RP Management Group Inc / Ahmed, Nadeem / Sohal, Lokpal / Aziz, Suleman | 2533475440 | |
| Fitchburg | WI | R & T Enterprises of Madison LLC / Heller, Timothy S / Lepping Richard A | 6082138483 | |
| Racine | WI | Sherwood Cir LLC / Kook, Thomas F / Kook, Julie A | 414-248-1412 | |
| Charleston | WV | L and G Foods Inc / Garrett II, Jack D | 304-539-4137 | |
| Huntington | WV | Bartoe Inc / Bartoe, Jerry / Chafin, Robert D / Chafin, Diana G | 3046547792 | |
| Mullens | WV | Wilwest Inc / Vance, Thomas A | 3046677481 | |

Franchise Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|--|----|--|--------------|-----------------|
| *Transfers where seller sold interest in this particular store, and has left the system | | | | |
| Phenix City | AL | Labe Restaurant Group LLC / Mcdonald, John A / Huff, Laura M / Knight, Elizabeth M | 706-884-6191 | |
| Prattville | AL | Southern Treats LLC / Thomas, Randy S / Thomas, Grovealeek K | 205-531-2049 | |
| Bella Vista | AR | Jen Inc / Joslin, Jana Lou Percy | 479-531-3012 | |
| Salem | AR | Lauren Blair Limited / Clifford, Ronald A / Clifford, Margaret A | 4172571719 | |
| Garden Grove | CA | Chen, Derek K / Chen, Nora Y | 7147467276 | |
| Fort Myers Beach | FL | Beach Treats LLC / Eichen, David C / Eichen, Tina M | 239-202-2500 | |
| Kissimmee | FL | Ameko Food Inc / Park, Jong Yeon | 4074218503 | |
| Greensboro | GA | Sabrina & Johel Inc / Momin, Firozali G | 7068160607 | |
| Jefferson | GA | Gillespie, David C | 678-300-6783 | Family Transfer |
| Nashville | GA | Gaskins Food Systems LLC / Gaskins Jr, Robert W / Gaskins III, Robert W | 229-237-3405 | |
| Waynesboro | GA | Jones, Robert K / Anchor, Tina E | 706-231-1734 | |
| Winder | GA | Robert E Walters Inc / Walters, Robert E / Walters, Brenda B | 770-307-6154 | |
| Boise | ID | BDQ Inc / Martin, James E / Martin, Sherry K | 208-890-0015 | |
| Boise | ID | BDQ Inc / Martin, James E / Martin, Sherry K | 208-890-0015 | |
| Boise | ID | BDQ Inc / Martin, James E / Martin, Sherry K | 208-890-0015 | |
| Burley | ID | Haycock, Con D / Haycock, L Dee | 208-539-3221 | |
| Caldwell | ID | BDQ Inc / Martin, James E / Martin, Sherry K | 208-890-0015 | |
| Garden City | ID | BDQ Inc / Martin, James E / Martin, Sherry K | 208-890-0015 | |

Franchise Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|-------------|-----------|--|--------------|-----------------|
| Jerome | ID | Haycock, Con D / Haycock, L Dee | 208-539-3221 | |
| Meridian | ID | BDQ Inc / Martin, James E / Martin, Sherry K | 208-890-0015 | |
| Nampa | ID | Haycock, Con D / Haycock, L Dee | 208-539-3221 | |
| Nampa | ID | Martin, James E / Martin, Sherry K | 208-890-0015 | |
| Hamilton | IL | Neally, Kirk M / Neally, Joel D | 2174302180 | |
| Highland | IL | Moss, Corey M | 618-556-9090 | |
| Jerseyville | IL | Traub, Kevin Wayne / Traub, Debra Ann | 6187818518 | |
| Marshall | IL | Howell, Russell A / Howell, Brenda Joyce | 217-822-5026 | |
| Matteson | IL | Patel, Kalpesh / Patel, Amit D | 630-674-5912 | Removed Partner |
| Murphysboro | IL | Mills, Gary L / Mills, Brenda A | 618-687-2179 | |
| Shelbyville | IL | Dunaway & Pancoast Company / Fox, Jennifer L | 217-774-3632 | |
| Bloomfield | IN | Mitchell, Rebecca (Estate) | | Deceased |
| Elkhart | IN | Verpeet Inc / Poell, Mary L | 574-294-1789 | |
| Fort Wayne | IN | Ice Cream Partners LLC / Merz, Edward A / Se7En Holdings LLC / Magley, Richard A / | 260-415-7373 | |
| Fort Wayne | IN | Rek Enterprises LLC / Merz, Edward A / Natchez Holdings LLC / Magley, Richard A / | 260-415-7373 | |
| Hammond | IN | Patel, Kalpesh / Patel, Amit D | 630-674-5912 | Removed Partner |
| Huntington | IN | Adaca Inc / Wisialowski, David P | 260-224-1501 | |
| Noblesville | IN | Patel, Balbhadrakumar H | 2177216647 | Removed Partner |
| Sheridan | IN | Heavenly Sweet Kones LLC / Scammahorn, Lucinda J / Scammahorn, Jeffrey R | 317-442-6710 | |

Franchise Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|----------------|-----------|---|--------------|-----------------|
| Vincennes | IN | Chuang, Lan Ping / Chuang, John J W | 812-887-9330 | |
| McPherson | KS | R & K Horn LLC / Horn, Roger J / Horn, Karen A | 425-900-7627 | |
| Milford | MA | Pirperis, Christos / Pirperis, Chrysanthi (Estate) | 508-494-3139 | Family Transfer |
| Hamburg | MI | Boeving, Brian K / Boeving, Diana M | 810-599-4883 | |
| Roseville | MI | Heinrich, Howard W | 586-295-7689 | |
| Blaine | MN | Don Robbar Inc / Graff, Karmen M | 763-350-9937 | |
| Crosby | MN | Schiffler Enterprises Inc / Albrecht, Christopher E / Albrecht, Nadine R | 218-831-0777 | |
| Glencoe | MN | Dakota Treats Inc / Moser, Steven L / Wentz, Terry | 612-325-3643 | |
| Moorhead | MN | Anderson Franchise Investments Inc / Anderson, Charles R | 2185122222 | |
| Virginia | MN | Tim's Treats Inc / Vansoest, Timothy N / Vansoest, Andrea L | 218-290-5505 | |
| Herculaneum | MO | Temperato, James D / Temperato, Adrian J | 3146086445 | |
| Saint Louis | MO | Foodmart LLC / Rammaha, Bassam I | 3148008225 | |
| Warrenton | MO | Warrenton Treats Inc / Scruggs, John I / Scruggs, Heather M | 3143032758 | |
| Webster Groves | MO | Webster LNJ LLC / Nelson, John A / Nelson, Rita M | 3142395398 | |
| Smithfield | NC | Balaji Corporation / Patel, Biren / Patel, Prerak | 478-320-4599 | |
| Ashland | NE | Nicholas Nicklby Inc / Rustermier, Thomas R / Rustermier, Sharon K / Miyoshi, John / Miyoshi, Carol | 402-443-6001 | |
| Cozad | NE | SCN Enterprises LLC / Morten, Kelly R / Johnson, Stacey S | 3087843837 | |
| Santa Fe | NM | Cabbam LLC / Toobin, Bernard I / Toobin, Carol S (Estate) | 817-821-6767 | |
| Canton | OH | A D Confections LLC / Ring, Donna | 330-268-9447 | |

Franchise Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|-------------------------|-----------|--|--------------|----------------|
| Lewis Center | OH | Five CFC Inc / Hyun, Myungsub J / Hyun, Mie K | 9375783271 | |
| Orrville | OH | Enterprise Sixty Inc / Davis Iii, James A / Davis, Christine L | 3309882479 | |
| South Abington Township | PA | Millett Ice C.S. PA LLC / Millett, Daniel J (Estate) / Millett, John T / Millett, Brett A / Millett, Timothy G (Estate) / Rachlicz, Stacie M / Millett Iii, Daniel J / Doherty, Mari M | 570-586-7050 | |
| Tullahoma | TN | Flip and Dip LLC / Shortridge, Scott T / Shortridge, Donna S | 931-580-5410 | |
| Federal Way | WA | Dancin Inc / Stanaway, Dan W / Stanaway, Cynthia D | 2062275084 | |
| Kent | WA | Kent Dine Quick Inc/ Singh, Harjit / Beniwal, Vijayender / Bhatt, Samir / Sanagapalli, Srinivasa R / Malik, Paras | 206-883-7680 | |
| Lynnwood | WA | Karmali, Sadiq (Steve) | 4257604394 | |
| Lynnwood | WA | IQBAL Investments LLC / Thind, Gurjot Singh / Thind, Pavneet Kaur | 2067797654 | |
| Monroe | WA | Isa12 Corporation / Uh, Harry K / Uh, Jenny K | 425-626-8488 | |
| Pullman | WA | Nazanin Inc / Navabpour, Ali / Navabpour, Hamideh | 650-906-0266 | |
| Beloit | WI | Pledgemark Inc / Ehardt, George A / Ehardt, Margaret A | 8155298032 | |
| Milton | WI | Mckenna, Michael Philip | 608-719-2909 | |
| Saint Francis | WI | Dillies Inc / Hartley, James J / Hartley, Dena K | 4148286723 | |
| Sheboygan Falls | WI | Sheboygan Group LLC / Patel, Mohanbhai T / Patel, Gandabhai M / Patel, Yogendrakumar K / Patel, Dhaval G / Patel, Nareshkumar P | 4145341339 | |
| Beckley | WV | Hma Inc / Argabrite, James P / Argabrite, Cynthia D | 304-573-3229 | |
| Montgomery | WV | Markel Inc / Manning, Ronald W | 3045498831 | |

Sublicense Terminations in 2022

| City | ST | Zip | Franchisee Group | Phone | Reason |
|-------------|-----------|------------|--|--------------|--------------------|
| Fairfax | IA | 52228-9746 | Selzer Enterprises Inc / Selzer, David L | 3198462131 | Franchisee Closure |
| Las Vegas | NV | 89102-6007 | Tran, Thai | 7022204405 | Franchisee Closure |
| Dover | OH | 44622-2835 | Dover Dairy Queen LLC / Angel, David / Angel, Betty / Yoder, David / Yoder, April / Klar, Douglas / Klar, Holly / Klar, Trevor / Klar, Angela / Leggett, Julie / Leggett, Nathan | 3303432222 | Franchisee Closure |
| Mentor | OH | 44060-6209 | Jnt Group LLC / Traffis, Jeffrey N | 4402557884 | Franchisee Closure |
| Greensburg | PA | 15601-3517 | Westmoreland Dairy Queen Inc / Sullivan, Mark W | 7244206344 | Franchisee Closure |
| Ashland | VA | 23005-1621 | Danial & Saad LLC / Danial, Wesam | 8047986066 | Franchisee Closure |
| Bluefield | VA | 24605-1717 | Graham, Edward | 2763261471 | Franchisee Closure |

Sublicense Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|--|----|---|----------------|-----------------|
| *Transfers where seller sold interest in this particular store, but remains a franchisee for other store(s) | | | | |
| Billings | MT | Hageman, Richard / Hageman, Beverly | 4066712671 | Removed Partner |
| Billings | MT | Hageman, Richard / Hageman, Beverly | 4066712671 | Removed Partner |
| Billings | MT | Hageman, Richard / Hageman, Beverly | 4066712671 | Removed Partner |
| Las Vegas | NV | AMODQ 15435 LLC / Amo Holdings LLC / Or, Birant / Amira, Brian / Mohammad, Nadeem | 7022079904 | |
| Las Vegas | NV | AMODQ 15515 LLC / Amo Holdings LLC / Or, Birant / Amira, Brian / Mohammad, Nadeem | 7022079904 | |
| Paulding | OH | Kbc Inc / Castleman, Alan | (260) 466-9182 | |
| Worthington | OH | Rhobar III Ltd / Corven, Barry J / Corven, Rhonda S | (614) 989-1506 | |
| Corvallis | OR | T&T Food Corporation / Grewal, Mohanbir | 5038663969 | |
| Mineral | VA | Singh, Sukhjinder / Singh, Parmjit | 8045566021 | Removed Partner |
| Woodford | VA | D & A II LLC / Miller, A C | 5405823555 | |
| Spokane | WA | Medin, Larry A / Medin, Patricia M | 5099536945 | Family Transfer |
| *Transfers where seller sold interest in this particular store, and has left the system | | | | |
| Miles City | MT | Fleming, Tab | 406-951-1905 | |
| Langdon | ND | Klingbeil, Peter M / Klingbeil, Leah M | 7012562640 | |
| Seward | NE | Fitzpatrick, David (Estate) / Fitzpatrick, Sharon | (402) 641-4672 | Family Transfer |
| Las Vegas | NV | Morgans Dream Enterprises LLC / Morgan, Patrick J | (262) 470-5920 | |
| Las Vegas | NV | Morgans Dream Enterprises LLC / Morgan, Patrick J | (262) 470-5920 | |
| Aberdeen | OH | Foxworthy, Dorothy A | 606-407-3443 | |

Sublicense Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|---------------|-----------|---|----------------|----------------|
| Leetonia | OH | Boyle, Michael L / Boyle, Jacqueline | (330) 853-3056 | |
| Bend | OR | Wenatchee Ventures Corporation / Crossman, Joshua | (206) 419-0751 | |
| Bend | OR | Skookumchuck Ventures Corporation / Crossman, Joshua | (206) 419-0751 | |
| Butler | PA | Steffen, Lawrence W | 7248225300 | |
| Layton | UT | Bsp Foods LLC / Fletcher, Britt / Odekirk, James P / Price, J Steven | (801) 573-9896 | |
| Appomattox | VA | Wright, Bryan | (434) 426-4000 | |
| Big Stone Gap | VA | Lonesome Pine Dairy Queen Inc / Smith, Lynn Z | 276-393-3295 | |
| Culpeper | VA | 4-R-Kids Inc / Yeiser, Randy J | (540) 229-8944 | |
| Norton | VA | Lonesome Pine Dairy Queen Inc / Smith, Lynn Z | 276-393-3295 | |
| Moses Lake | WA | Moses Lake Dairy Queen LLC / Whittle, Thomas J / Whittle, Nancy J / Whittle, Corey J / Whittle, Cameron T | 509-760-0460 | |

Franchise Terminations in 2022

| City | ST | Zip | Franchisee Group | Phone | Reason |
|-------------|-----------|------------|--|--------------|---------------------|
| Azle | TX | 76020-3135 | Treats Investments LLC / Hall, William G / Hall, Carole | 8174444062 | Franchisee Closure |
| Beaumont | TX | 77705-2108 | R & L Lozano Operating Ltd / R & L Lozano Ltd / Lozano Management Trust / Lozano, Robert L / Lozano, Laurie G | 4098380173 | Franchisee Closure |
| Brenham | TX | 77833-3773 | Smith Dairy Queens Ltd / DQ of Texas Inc / TosDQ LLC / Terry O Smith Family Trust / Smith, Karen K / Barron, Heather L / Smith, Jeremy O | 9798362362 | Franchisee Closure |
| Carrollton | TX | 75010-6336 | Dbc Restaurants LLC / Rajput, Zulqarnain / Ali, Rafiq Murad | 9726956341 | Franchisee Closure |
| Groom | TX | 79039 | Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 8062487015 | Franchisee Closure |
| Vega | TX | 79092-0523 | Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 8062672312 | Mutual Cancellation |
| Woodville | TX | 75979-5609 | Fal Co LLC / Lozano, Robert A / Lynn Lee Inc / Lozano, Robert L / Lozano, Laurie G | 4092832509 | Franchisee Closure |

Franchise Transfers in 2022

| City | ST | Seller(s) / Business Name(s) | Phone | Comment |
|--|----|--|--------------|---------|
| *Transfers where seller sold interest in this particular store, but remains a franchisee for other store(s) | | | | |
| Crane | TX | Martin, Monty W / Martin, Lynoma | 4324137420 | |
| El Paso | TX | Nowak, Renee M | 915-755-5780 | |
| Fort Worth | TX | HSB Investments Group LLC / Baidya, Asish / Haq, Kashif U / Singha, Sajib Kumar | 2149346251 | |
| Rhome | TX | Jones, Sue R | 9403936107 | |
| *Transfers where seller sold interest in this particular store, and has left the system | | | | |
| Ganado | TX | Vorajakkmol, Chingchai / Vorajakkmol, Maria | 3617716143 | |
| Jefferson | TX | Bishop, Larry D | 903-806-6789 | |
| Kaufman | TX | Rcq Kaufman LLC / Rossi Restaurant Group LLC / Colarossi, Robert J / Colarossi, Rose M / Colarossi, Ryan J | 972-977-0566 | |
| Spring | TX | Fersiss Inc / Pahlavan, Mohammad / Pahlavan, Fereshteh | 281-850-0303 | |

EXHIBIT L

Financial Statements (with Guarantee of Performance)

International Dairy Queen, Inc. and Subsidiaries

(A Wholly Owned Subsidiary of Berkshire Hathaway Inc.)

Consolidated Financial Statements as of December 31, 2022 and
2021 and for the Years Ended December 31, 2022, 2021, and 2020
and Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
International Dairy Queen, Inc.
Minneapolis, Minnesota

Tel: +1 612 397 4000
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www.deloitte.com

Opinion

We have audited the consolidated financial statements of International Dairy Queen, Inc. and subsidiaries (the "Company"), a wholly owned subsidiary of Berkshire Hathaway, Inc., which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations and comprehensive income, stockholder's equity, and cash flows for each of the three years in the period ended December 31, 2022, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, 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 the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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 audit.

Deloitte & Touche LLP

February 10, 2023

INTERNATIONAL DAIRY QUEEN, INC. AND SUBSIDIARIES
(A Wholly Owned Subsidiary of Berkshire Hathaway Inc.)
Consolidated Balance Sheets

In thousands

| | Assets | |
|---|---|-------------------|
| | December 31 | |
| | 2022 | 2021 |
| Current assets | | |
| Cash and cash equivalents | \$ 20,207 | \$ 80,598 |
| Notes and accounts receivable—less allowance of \$1,292 and \$848 in 2022 and 2021, respectively | 49,560 | 48,179 |
| Income tax receivable | 2,901 | - |
| Cash pooling receivable from affiliate | 54,191 | - |
| Inventories | 97 | 809 |
| Prepaid expenses | 879 | 815 |
| Total current assets | <u>127,835</u> | <u>130,401</u> |
| Noncurrent assets | | |
| Property and equipment, net | 12,228 | 12,721 |
| Goodwill | 92,162 | 92,303 |
| Intangibles, net | 77,184 | 75,658 |
| Operating lease assets | 6,439 | 6,701 |
| Other | 32,343 | 39,554 |
| Total noncurrent assets | <u>220,356</u> | <u>226,937</u> |
| Total assets | <u>\$ 348,191</u> | <u>\$ 357,338</u> |
| | Liabilities and Stockholder's Equity | |
| Current liabilities | | |
| Accounts payable | \$ 20,467 | \$ 17,993 |
| Committed advertising | 31,190 | 50,269 |
| Unredeemed gift card liabilities | 89,560 | 83,128 |
| Other liabilities | 28,517 | 28,540 |
| Current portion of operating lease liabilities | 928 | 890 |
| Income tax payable | - | 1,028 |
| Total current liabilities | <u>170,662</u> | <u>181,848</u> |
| Noncurrent liabilities | | |
| Deferred franchise income | 2,745 | 2,587 |
| Deferred income taxes—net | 19,352 | 19,770 |
| Long-term operating lease liabilities | 9,300 | 9,850 |
| Other long-term liabilities | 36,621 | 36,791 |
| Total noncurrent liabilities | <u>68,018</u> | <u>68,998</u> |
| Total liabilities | <u>238,680</u> | <u>250,846</u> |
| Commitments and contingencies | | |
| Stockholder's equity | | |
| Class A common stock, \$0.01 par value—authorized and outstanding, 1,000 shares | - | - |
| Additional paid-in capital | 152,197 | 152,197 |
| Retained deficit | (40,170) | (43,989) |
| Accumulated other comprehensive loss | (2,516) | (1,716) |
| Total stockholder's equity | <u>109,511</u> | <u>106,492</u> |
| Total liabilities and stockholder's equity | <u>\$ 348,191</u> | <u>\$ 357,338</u> |

See accompanying notes to consolidated financial statements.

INTERNATIONAL DAIRY QUEEN, INC. AND SUBSIDIARIES
(A Wholly Owned Subsidiary of Berkshire Hathaway Inc.)
Consolidated Statements of Operations and Comprehensive Income

In thousands

| | Years ended December 31 | | |
|---|--------------------------------|------------------|------------------|
| | 2022 | 2021 | 2020 |
| Revenues | | | |
| Service fees | \$ 173,116 | \$ 167,579 | \$ 141,319 |
| Other fees and franchise sales | 46,482 | 43,653 | 37,569 |
| Sales of advertising kits | 13,939 | 10,104 | 8,381 |
| Sales of company-owned restaurants | 3,146 | 3,265 | 2,834 |
| Other | <u>254</u> | <u>143</u> | <u>263</u> |
| Total revenues | <u>236,937</u> | <u>224,744</u> | <u>190,366</u> |
| Costs and expenses | | | |
| Costs of other fees and franchise sales | 4,919 | 3,000 | 1,458 |
| Cost of sales of advertising kits | 12,647 | 9,662 | 7,604 |
| Costs of company-owned restaurants | 3,593 | 3,397 | 3,189 |
| Selling, general, and administrative | <u>99,868</u> | <u>96,285</u> | <u>82,888</u> |
| Total costs and expenses | <u>121,027</u> | <u>112,344</u> | <u>95,139</u> |
| Operating income | 115,910 | 112,400 | 95,227 |
| Net interest income | <u>1,249</u> | <u>451</u> | <u>636</u> |
| Income before income taxes | 117,159 | 112,851 | 95,863 |
| Provision for income taxes | <u>28,340</u> | <u>28,522</u> | <u>23,656</u> |
| Net income | <u>\$ 88,819</u> | <u>\$ 84,329</u> | <u>\$ 72,207</u> |
| Comprehensive income, net of tax | | | |
| Net income | \$ 88,819 | \$ 84,329 | \$ 72,207 |
| Other comprehensive (loss) income —changes in cumulative translation adjustment | <u>(800)</u> | <u>(339)</u> | <u>410</u> |
| Comprehensive income | <u>\$ 88,019</u> | <u>\$ 83,990</u> | <u>\$ 72,617</u> |

See accompanying notes to consolidated financial statements.

INTERNATIONAL DAIRY QUEEN, INC. AND SUBSIDIARIES
(A Wholly Owned Subsidiary of Berkshire Hathaway Inc.)
Consolidated Statements of Changes in Stockholder's Equity

In thousands

| | <u>Common stock and additional paid-in capital</u> | <u>Retained (deficit) earnings</u> | <u>Accumulated other comprehensive income (loss)</u> | <u>Total stockholder's equity</u> |
|--|--|--|--|---|
| Balance—December 31, 2019 | \$ 152,197 | \$ (5,525) | \$ (1,787) | \$ 144,885 |
| Net income | - | 72,207 | - | 72,207 |
| Other comprehensive income (loss), net | - | - | 410 | 410 |
| Dividends | <u>-</u> | <u>(85,000)</u> | <u>-</u> | <u>(85,000)</u> |
| Balance—December 31, 2020 | 152,197 | (18,318) | (1,377) | 132,502 |
| Net income | - | 84,329 | - | 84,329 |
| Other comprehensive income (loss), net | - | - | (339) | (339) |
| Dividends | <u>-</u> | <u>(110,000)</u> | <u>-</u> | <u>(110,000)</u> |
| BALANCE—December 31, 2021 | 152,197 | (43,989) | (1,716) | 106,492 |
| Net income | - | 88,819 | - | 88,819 |
| Other comprehensive income (loss), net | - | - | (800) | (800) |
| Dividends | <u>-</u> | <u>(85,000)</u> | <u>-</u> | <u>(85,000)</u> |
| BALANCE—December 31, 2022 | <u>\$ 152,197</u> | <u>\$ (40,170)</u> | <u>\$ (2,516)</u> | <u>\$ 109,511</u> |

See accompanying notes to consolidated financial statements.

INTERNATIONAL DAIRY QUEEN, INC. AND SUBSIDIARIES
(A Wholly Owned Subsidiary of Berkshire Hathaway Inc.)
Consolidated Statements of Cash Flows

In thousands

| | Years ended December 31 | | |
|---|--------------------------------|------------------|------------------|
| | 2022 | 2021 | 2020 |
| Operating activities | | | |
| Net income | \$ 88,819 | \$ 84,329 | \$ 72,207 |
| Adjustments to reconcile net income to net cash provided by operating activities | | | |
| Depreciation and amortization | 2,860 | 2,825 | 2,820 |
| Gain on sale of capital assets | (337) | (268) | (327) |
| Deferred income taxes | (418) | (2,467) | 1,632 |
| Changes in assets and liabilities: | | | |
| Notes and accounts receivable | (1,425) | (5,901) | 3,313 |
| Inventories, prepaid expenses, and other assets | 7,861 | 1,292 | (2,269) |
| Accounts payable, accruals, and other liabilities | (9,453) | 26,690 | 31,096 |
| Income taxes | (3,866) | 280 | 2,516 |
| Long term liabilities | (3) | 6,704 | 1,208 |
| Net cash provided by operating activities | <u>84,038</u> | <u>113,484</u> | <u>112,196</u> |
| Investing activities | | | |
| Purchase of franchise rights and other intangibles | - | (1,400) | (688) |
| Capital expenditures and intangible software | (4,047) | (2,407) | (845) |
| Proceeds from the disposal of property and equipment | 411 | 366 | 1,381 |
| Net advances to affiliate pursuant to cash pooling arrangement | <u>(54,191)</u> | <u>-</u> | <u>-</u> |
| Net cash used in investing activities | <u>(57,827)</u> | <u>(3,441)</u> | <u>(152)</u> |
| Financing activities | | | |
| Dividends paid | <u>(85,000)</u> | <u>(110,000)</u> | <u>(85,000)</u> |
| Net cash used in financing activities | <u>(85,000)</u> | <u>(110,000)</u> | <u>(85,000)</u> |
| Effect of exchange rate changes on cash | <u>(1,602)</u> | <u>(1,018)</u> | <u>513</u> |
| Net increase (decrease) in cash and cash equivalents | (60,391) | (975) | 27,557 |
| Cash and cash equivalents, beginning of year | <u>80,598</u> | <u>81,573</u> | <u>54,016</u> |
| Cash and cash equivalents, end of year | <u>\$ 20,207</u> | <u>\$ 80,598</u> | <u>\$ 81,573</u> |
| Supplementary disclosures to consolidated statements of cash flows | | | |
| Cash paid for income taxes, net | <u>\$ 32,656</u> | <u>\$ 31,445</u> | <u>\$ 19,513</u> |

See accompanying notes to consolidated financial statements.

INTERNATIONAL DAIRY QUEEN, INC. AND SUBSIDIARIES

(A Wholly Owned Subsidiary of Berkshire Hathaway Inc.)

Notes to Consolidated Financial Statements

In thousands

1. NATURE OF BUSINESS

International Dairy Queen, Inc. (the “Company”) is a wholly owned subsidiary of Berkshire Hathaway Inc. (“Berkshire”). The Company is engaged in developing, licensing, franchising, and servicing a system of over 7,000 retail restaurants featuring over-the-counter sales of dairy desserts, food, and blended fruit drinks. On December 31, 2022 and 2021, the Company operated two Dairy Queen restaurants.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The consolidated financial statements were prepared in accordance with generally accepted accounting principles (GAAP) in the United States of America and include the accounts of the Company and its affiliates after eliminate of all significant intercompany balances and transactions. The Company’s fiscal year ends on December 31.

Cash and Cash Equivalents—Cash equivalents include all short-term investments with an original maturity of 90 days or less. Cash and cash equivalents are recorded at cost, which approximates their fair value.

Notes and Accounts Receivable—Accounts and notes receivable consist primarily of service fees, franchise sales fees, and advertising fees due principally from franchisees and gift card receivables. The need for an allowance for doubtful accounts is reviewed on a specific identification basis based upon past due balances and the financial strength of the obligor.

Cash Pooling Receivable from Affiliate—In 2022, the Company began participating in a centralized cash management program (cash pooling) with an affiliate, BH Finance LLC (BH Finance), a wholly owned subsidiary of Berkshire. The agreement with BH Finance allows for day-to-day cash borrowing not to exceed \$10 million with no limit on invested amounts with BH Finance. Loans to the Company bear interest at the one-month LIBOR rate. Loans by the Company to BH Finance bear interest at a rate established by BH Finance. The agreement automatically renews on December 31 of each year unless either party gives notice to the other party at least ninety days prior to the renewal date, in which case the amounts must be repaid. Amounts owed to the Company are shown as cash pooling receivable from affiliate.

Inventories—Inventories consist primarily of marketing material created or purchased for resale and are carried at the lower of cost (first-in, first-out) or net realizable value.

Property and Equipment—Property and equipment is stated at historical cost. Depreciation and amortization of property and equipment are computed on the straight-line method over the estimated useful lives of the assets or the remaining term of the lease for leasehold improvements. Estimated useful lives range from 3 to 10 years for equipment, the shorter of 20 years or remaining lease term for leasehold improvements, and 15 to 40 years for buildings. Significant improvements that extend the lives of properties are capitalized. Costs for repairs and maintenance are charged to expense as incurred. When property is retired or otherwise disposed of, the recorded cost of the assets and their

related accumulated depreciation are removed from the Consolidated Balance Sheets and any related gains or losses are included in income.

Recoverability of Long-Lived Assets—The Company reviews the recoverability of long-lived assets, such as property and equipment, for impairment whenever events or changes in circumstances indicate the carrying value of an asset or group of assets may not be recoverable. The Company determines potential impairment by comparing the carrying value of the assets with the net undiscounted cash flows expected to be provided by operating activities of the business or related products. If the sum of the expected future net undiscounted cash flows is less than the carrying value, the Company determines whether an impairment loss should be recognized. An impairment loss is measured by comparing the amount by which the carrying value exceeds the fair value of the assets. Impairment losses on long-lived assets held for sale are determined in a similar manner, except that fair values are reduced for the cost to dispose of the assets. The measurement of impairment requires the Company to estimate future cash flows and the fair value of long-lived assets. The Company did not record any long-lived asset impairments for the years ended December 31, 2022, 2021 and 2020.

Goodwill and Intangibles—Goodwill and indefinite-lived intangibles are recorded in accordance with Accounting Standards Codification (ASC or the “Codification”) 350, *Intangibles—Goodwill and Other*, and ASC 805, *Business Combinations*. The Company evaluates goodwill and indefinite-lived intangibles for impairment at least annually. The Company did not record any goodwill or intangible impairments for the years ended December 31, 2022, 2021 and 2020. Computer software, classified as intangible assets, is amortized over estimated useful lives of 3 to 7 years.

On January 1, 2020, the Company adopted ASU No. 2017-04, *Intangibles—Goodwill and Other* which eliminates step two from the goodwill impairment test. Under ASU No. 2017-04, an entity should recognize an impairment charge for the amount by which the carrying amount of a reporting unit exceeds its fair value up to the amount of goodwill allocated to that reporting unit. The adoption of ASU No. 2017-04 did not have a material impact on the consolidated financial statements.

Leases—Leases are recorded in accordance with ASC 842, *Leases* which requires a lessee to recognize a liability to make lease payments and an asset for the right to use the underlying asset for the lease term. A right of use asset and lease liability is recognized for all leases with lease terms greater than one year. Right of use assets are classified as operating lease assets and represent the right to use an underlying asset for the lease term. Lease liabilities are classified as operating lease liabilities and represent the obligation to make lease payments under the lease. Operating lease liabilities are measured based on the non-cancellable lease term using a risk-free interest rate for highly liquid market securities. Operating lease assets are reviewed for impairment whenever events or changes in circumstances indicate that an operating lease asset’s carrying amount may not be recoverable.

Committed Advertising— The Company facilitates the collection of sales promotion funds from franchisees and administers programs to spend the funds for the purpose of growing sales and profits at franchised locations. Contributions to the advertising and marketing fund represent a distinct performance obligation to administer the collection, spending and reporting of Committed Advertising activity. The Franchise Advertising Committee, which is made up of franchisee-elected representatives independent of the Company, exercises control over the advertising and marketing fund through approval of the annual promotional calendar and budget. As a result, the Company acts as an agent of the Committed Advertising fund and thus records receipts and disbursements from the fund net on the balance sheet. Committed advertising, when in a net liability position, represents unexpended amounts received from franchisees to finance national and regional advertising programs. When in a net asset position, it represents expended amounts to be received from franchisees.

Revenue Recognition—Revenue is recognized when a good or service is transferred to a customer. A good or service is transferred as the customer obtains control of that good or service. Revenues are based on the consideration expected to be received in connection with the Company’s promises to deliver goods and services to its customers. Contracts include various combinations of products and services which generally are capable of being distinct and accounted for as separate performance obligations. Substantially all of the Company’s revenues are recognized at a point in time which is when services are provided. Sales are recognized net of any taxes collected from customers which are subsequently remitted to governmental authorities.

Service fees represent continuing license fees paid by franchisees and are based on sales activity at franchised locations. Service fee revenue is recognized as the usage of the license occurs which corresponds with the sales at franchised restaurants.

Other fees and franchise sales includes fees related to supply chain, new store development and the administration of franchise contracts. Supply chain fees are recognized at a point in time as products are sold by vendors and distributors to franchised locations. New store development fees are recognized as revenue when the Company’s obligations regarding services to be performed in opening a restaurant are fulfilled which is generally at the time the restaurant is opened. Fees associated with the administration of franchise contracts principally relate to sales promotion management fees and fees assessed upon transfer and termination of franchise agreements. Such fees are recognized at a point in time when the services are performed. Sales promotion management fees are recognized as a percentage of sales promotion funds reported as Committed Advertising. Such funds are generated in conjunction with the sales of products at franchised locations and are managed by the Company to provide advertising programs on behalf of its franchisees. The management fees represent revenues of the Company that are earned upon its performance obligation to oversee the collection and administration of sales promotion funds.

A portion of the fees associated with the renewal of franchise agreements and new store development are recognized over the contractual term of the agreement during which time the Company is obligated to provide continuing licensing rights. Unearned revenue, representing a contract liability, is recorded when revenue is recognized subsequent to invoicing and represents revenue related to sales of licensing rights in certain geographic areas, revenue associated with contract renewals, and revenue associated with store openings in which the Company is not required to provide store opening services to franchisees. Unearned revenue is generally invoiced at the beginning of each contract period for multi-year agreements and recognized ratably over the life of the agreement. Unearned revenue is denoted as deferred franchise income on the consolidated balance sheets.

Sales by company-owned restaurants and sales of advertising kits represent the sales of products to customers in restaurants that are owned by the Company and the sale of in-store promotional materials to franchised locations and are recognized at a point in time when control of the product transfers to the customer, which coincides with customer pickup or product delivery or acceptance, depending on terms of the arrangement.

Income Taxes—The Company is included in the consolidated federal tax return of Berkshire. The provision for income taxes included in these consolidated financial statements is prepared on a separate company basis with certain modifications to eliminate the effects of inconsistent conclusions related to realizability as a result of inclusion in the Berkshire consolidated return.

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events

that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the consolidated financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

On August 16, 2022, the Inflation Reduction Act of 2022 (“IRA Act”) was signed into United States tax law, which included changes to the corporate minimum tax, a 1% tax on stock buybacks, increased funding for the IRS, tax incentives for businesses to lower their carbon footprint and an extension of the Affordable Care Act, among other provisions. Accounting Standards Codification (ASC) 740, *Income Taxes* requires current and deferred tax liabilities and assets to be measured based on the provisions of the enacted tax law in effect at the balance sheet date. As such, the impact of this change has been accounted for in the accompanying consolidated financial statements for the year ended December 31, 2022. The tax law changes in the IRA Act did not have a material impact on the Company’s income tax provision.

In general, it is the Company’s practice and intention to permanently reinvest the earnings of its Canadian subsidiaries and that position has not changed following payment of the transition tax under the Tax Act. No deferred taxes have been provided for withholding taxes or other taxes that would result upon repatriation of undistributed foreign earnings of approximately \$8.3 million and \$5.0 million as of December 31, 2022 and 2021, respectively. To the extent these earnings are repatriated, foreign tax credits will be available to substantially eliminate any additional U.S. income taxes that might otherwise result from such repatriation.

The Company records net deferred tax assets to the extent it believes these assets will more likely than not be realized. In making such determination, the Company will consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, and recent financial operations. In the event the Company were to determine that it would be able to realize its deferred income tax assets in the future in excess of the net recorded amount, the Company would make an adjustment to the valuation allowance, which would reduce the provision for income taxes. As of December 31, 2022 and 2021, the Company had a valuation allowance of \$3.7 million.

Unredeemed Gift Card Liabilities—The Company sells stored value gift cards of various denominations at Dairy Queen restaurants and other retail stores. Cash receipts from gift card sales are classified as a current liability on the Company’s consolidated balance sheets. As gift cards are presented for redemption at Dairy Queen franchised restaurants, the liability is reduced through reimbursement to franchisees for the value redeemed. Based on historical redemption rates, a percentage of gift cards will never be redeemed, and the estimated value of unredeemed gift cards is recognized as gift card breakage reducing the liability. The Company recognizes gift card breakage over time in proportion to actual gift card redemptions.

Concentration of Credit Risk—Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash equivalent investments and accounts and notes receivable.

The Company places its cash equivalent investments with high-credit-quality financial institutions, with original maturities of 90 days or less and, by policy, limits the amount of credit exposure of any one financial institution. Accounts receivable are generally unsecured; however, concentrations of credit risk with respect to these receivables are limited due to the large number of franchisees and their

dispersion across many different geographic areas. Notes receivable are generally secured by the equipment purchased or the existing franchise agreement.

Use of Estimates—The preparation of the consolidated 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 disclosures of contingent assets and liabilities at the date of the consolidated financial statements, the reported amounts of revenues and expenses during the reporting period and accompanying notes. Accounts affected by significant estimates include service fee accruals, tax contingencies, and allowance for doubtful accounts. Actual results could differ from those estimates.

Foreign Currency Translation—The financial statements of subsidiaries located outside the United States are measured using the local currency as the functional currency. Assets and liabilities of these subsidiaries are translated at the rates of exchange at the balance sheet date. Income and expense items are translated at average monthly rates of exchange. The resultant translation adjustments are included in accumulated other comprehensive income, a separate component of stockholder’s equity.

Comprehensive Income—The Company’s comprehensive income consists of net income and foreign currency translation adjustments related to its investment in its Canadian subsidiary.

Retained Deficit—In the years ended December 31, 2021 and 2020, the Company paid dividends to Berkshire in excess of net income and has resulted in a retained deficit on the consolidated balance sheet as of December 31, 2022 and 2021.

3. PROPERTY AND EQUIPMENT

Property and equipment as of December 31 consisted of the following:

| | 2022 | 2021 |
|---------------------------------|------------------|------------------|
| Property and equipment—at cost: | | |
| Land | \$ 1,408 | \$ 1,408 |
| Buildings | 1,976 | 1,976 |
| Leasehold improvements | 7,372 | 7,844 |
| Equipment | 8,521 | 9,019 |
| Vehicles | 3,746 | 3,324 |
| Work in process | <u>47</u> | <u>-</u> |
| Property and equipment—at cost | <u>23,070</u> | <u>23,571</u> |
| Less accumulated depreciation | <u>10,842</u> | <u>10,850</u> |
| Property and equipment—net | <u>\$ 12,228</u> | <u>\$ 12,721</u> |

Depreciation expense for the years ended December 31, 2022, 2021, and 2020, was \$2,275, \$2,348, and \$2,414, respectively.

4. GOODWILL AND OTHER INTANGIBLES

As discussed in Note 2, the Company accounts for goodwill under the provisions of ASC 350 and ASC 805. The Codification requires business combinations to be accounted for using the purchase method of accounting and broadens the criteria for recording intangible assets other than goodwill.

Franchise rights reacquired prior to January 1, 2005 are classified in the consolidated balance sheets as goodwill. The Codification requires franchise rights reacquired subsequent to January 1, 2005 to be recognized as an intangible asset apart from goodwill. Intangibles include any reacquired franchise rights and trademarks/trade names acquired after January 1, 2005.

The Company tests goodwill and indefinite lived intangible assets for impairment on an annual basis, or more frequently if events or changes in circumstances indicate that the asset might be impaired, based on several factors, including operating results, business plans, and future estimated cash flows. The Company has elected to perform its annual tests for indications of goodwill and intangible asset impairment as of December 31 of each year. Impairment testing is done at a reporting unit level. An impairment loss is recognized when the carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. The estimated fair value is determined using a discounted future cash flow analysis.

The net carrying value of goodwill for the years ended December 31, 2022 and 2021 includes \$1.2 million of accumulated impairment. The changes in the carrying value of goodwill for the years ended December 31 were as follows:

| | 2022 | 2021 |
|--------------------------------|------------------|------------------|
| Net carrying value—January 1 | \$ 92,303 | \$ 92,311 |
| Foreign currency translation | <u>(141)</u> | <u>(8)</u> |
| Net carrying value—December 31 | <u>\$ 92,162</u> | <u>\$ 92,303</u> |

The following is a summary of the components of intangible assets as of December 31:

| | 2022 | | | 2021 | | |
|------------------------------|-----------------|-------------------------------------|-----------------|-----------------|-------------------------------------|-----------------|
| | <u>Cost</u> | <u>Accumulated Amortization</u> | <u>Net</u> | <u>Cost</u> | <u>Accumulated Amortization</u> | <u>Net</u> |
| Indefinite-lived | | | | | | |
| Territorial franchise rights | \$73,270 | \$ - | \$73,270 | \$73,319 | \$ - | \$73,319 |
| Definite-lived | | | | | | |
| Software | <u>6,046</u> | <u>(2,132)</u> | <u>3,914</u> | <u>4,141</u> | <u>(1,802)</u> | <u>2,339</u> |
| Total | <u>\$79,316</u> | <u>\$ (2,132)</u> | <u>\$77,184</u> | <u>\$77,460</u> | <u>\$ (1,802)</u> | <u>\$75,658</u> |

Amortization expense for the years ended December 31, 2022, 2021, and 2020 was \$585, \$477, and \$406, respectively.

Estimated future amortization expense is as follows:

| Years ending December 31 | |
|---------------------------------|---------------------|
| 2023 | \$ 828 |
| 2024 | 812 |
| 2025 | 807 |
| 2026 | 478 |
| 2027 | 386 |
| Thereafter | <u>603</u> |
| Total | <u>\$ 3,914</u> |

5. OTHER ASSETS

Other long-term assets as of December 31 consisted of the following:

| | 2022 | 2021 |
|-----------------------|----------------------|----------------------|
| Deferred compensation | \$ 22,335 | \$ 27,095 |
| Deferred incentives | 9,950 | 12,215 |
| Notes receivable | 41 | 176 |
| Other | <u>17</u> | <u>68</u> |
| Total | <u>\$ 32,343</u> | <u>\$ 39,554</u> |

The Company has a deferred compensation plan that enables U.S. officers of the Company to defer a specified percentage of their cash compensation into mutual funds within a rabbi trust. The Company accounts for this deferred compensation plan in accordance with ASC 710, *Compensation*. All the funds within the plan are classified as Level 1 in accordance with ASC 820, *Fair Value Measurements and Disclosures*. This classification is based on the ability of these mutual funds to actively trade with enough frequency and volume to enable pricing information to be obtained on an ongoing basis. The Company didn't make any contributions to the plan for the years ended December 31, 2022, 2021, and 2020.

The Company periodically offers an incentive program for franchisees who invest in their stores, including remodels, technology investments, or building new stores. The programs typically offer an incentive equal to the lesser of a percentage of specific capital costs of improving or building a restaurant or a specified incentive dollar limit. The incentives generally are amortized over the period of expected increased economic benefit resulting from the investment, which ranges from 3 to 7 years, depending on the scope of the project. If a location that was awarded an incentive subsequently closes, the Company's policy is to expense the remaining unamortized portion of the incentive in the year of the location closure.

6. OTHER LIABILITIES

Other current liabilities as of December 31 consisted of the following:

| | 2022 | 2021 |
|--|------------------|------------------|
| Accrued salaries and benefits | \$ 13,334 | \$ 13,778 |
| Charity donations collected from franchisees | 6,196 | 4,657 |
| Deposits | 8,322 | 9,226 |
| Accrued remodel incentives | 231 | 300 |
| Other | <u>434</u> | <u>579</u> |
| Total | <u>\$ 28,517</u> | <u>\$ 28,540</u> |

Other long-term liabilities as of December 31 consisted of the following:

| | 2022 | 2021 |
|----------------------------|------------------|------------------|
| Deferred compensation | \$ 22,335 | \$ 27,095 |
| Incentive compensation | 14,049 | 9,535 |
| Accrued remodel incentives | 213 | 131 |
| Other | <u>24</u> | <u>30</u> |
| Total | <u>\$ 36,621</u> | <u>\$ 36,791</u> |

7. INCOME TAXES

The provision for income taxes for the years ended December 31 consisted of the following:

| | 2022 | 2021 | 2020 |
|--------------|------------------|------------------|------------------|
| Current: | | | |
| U.S. federal | \$ 15,049 | \$ 18,143 | \$ 12,066 |
| State | 4,341 | 4,579 | 2,979 |
| Foreign | <u>9,368</u> | <u>8,267</u> | <u>6,979</u> |
| | <u>28,758</u> | <u>30,989</u> | <u>22,024</u> |
| Deferred: | | | |
| U.S. federal | (315) | (2,155) | 1,351 |
| State | (51) | (349) | 219 |
| Foreign | <u>(52)</u> | <u>37</u> | <u>62</u> |
| | <u>(418)</u> | <u>(2,467)</u> | <u>1,632</u> |
| Total | <u>\$ 28,340</u> | <u>\$ 28,522</u> | <u>\$ 23,656</u> |

Included in foreign taxes are taxes withheld by foreign countries on dividends and service fees received by U.S. entities.

A reconciliation of differences between the U.S. federal statutory income tax rate and the consolidated effective tax rate for the years ended December 31 were as follows:

| | 2022 | 2021 | 2020 |
|--|----------------|----------------|----------------|
| U.S. federal statutory rate | 21.00 % | 21.00 % | 21.00 % |
| State income tax—net of federal effect | 2.86 | 2.88 | 2.78 |
| Foreign income tax | 0.88 | 0.84 | 0.78 |
| Other—net | <u>(0.54)</u> | <u>0.55</u> | <u>0.12</u> |
| Consolidated effective tax rate | <u>24.20 %</u> | <u>25.27 %</u> | <u>24.68 %</u> |

The Company's deferred tax assets and liabilities as of December 31 were as follows:

| | 2022 | 2021 |
|--|------------------|------------------|
| Deferred tax assets: | | |
| Employee benefits | \$ 10,690 | \$ 9,871 |
| Notes/accounts receivable/inventory allowances | 309 | 218 |
| Operating lease liability | 2,230 | 2,406 |
| Deferred revenue | 608 | 597 |
| Tax credit carryforward | - | 737 |
| Other | <u>1,887</u> | <u>1,407</u> |
| Total deferred tax assets | <u>15,724</u> | <u>15,236</u> |
| Deferred tax liabilities: | | |
| Goodwill and other intangibles | 28,384 | 27,829 |
| Fixed assets | 2,899 | 2,666 |
| Operating lease assets | 1,358 | 1,480 |
| Other | <u>2,435</u> | <u>3,031</u> |
| Total deferred tax liabilities | <u>35,076</u> | <u>35,006</u> |
| Net deferred tax liabilities | <u>\$ 19,352</u> | <u>\$ 19,770</u> |

The Company does not have any unrecognized tax benefits as of December 31, 2022 and 2021.

The Company is subject to taxation in the United States and various state and foreign jurisdictions. The tax years for 2012 through 2022 are subject to examination by the Internal Revenue Service. The expiration of the statute of limitations related to the various state and foreign income tax returns that the Company files varies by jurisdiction; in general, the years 2012 through 2022 remain open for state purposes.

8. LEASES

The Company and its subsidiaries have leases for administrative facilities, equipment, and one retail restaurant facility. Most of the leases require the lessee to pay executory costs (property taxes, maintenance, and insurance) and many of the leases provide for one or more renewal options. The retail restaurant facility lease requires the Company to pay the greater of an annual base rent amount or a percentage of annual gross sales, as defined in the lease agreement.

Total remaining operating lease payments are as follows:

| Years ending December 31 | |
|---------------------------------|------------------|
| 2023 | \$ 1,167 |
| 2024 | 1,177 |
| 2025 | 1,201 |
| 2026 | 1,225 |
| 2027 | 1,244 |
| Thereafter | <u>5,469</u> |
| Total lease payments | 11,483 |
| Imputed interest | <u>(1,255)</u> |
| Operating lease liabilities | <u>\$ 10,228</u> |

The weighted average term of these leases are 8.6 years and the weighted average discount rate used to measure operating lease liabilities was 2.38%.

Components of operating lease costs are as follows:

| Year Ending December 31 | 2022 | 2021 | 2020 |
|--------------------------------|-------------|-------------|-------------|
| Operating lease cost | \$ 1,072 | \$ 1,096 | \$ 1,083 |
| Short-term lease cost | 15 | 15 | 15 |
| Variable lease cost | 618 | 759 | 795 |
| Sublease income | - | (33) | (72) |

9. EMPLOYEE BENEFIT PLANS

The Company sponsors a retirement savings plan. Substantially all permanent full-time employees of the Company and participating affiliates are eligible to participate and may contribute from 1% to 35% of their base pays, subject to Internal Revenue Service limitations. The Company matches 100% of the first 1% contributed and 50% of the next 5% contributed for a maximum Company match of 3.5%. The Company's contribution including administrative fees for the years ended December 31, 2022, 2021, and 2020 was \$1,411, \$1,252, and \$1,164, respectively.

10. CONTINGENCIES

The Company is involved in various legal proceedings in the ordinary course of its business. In the opinion of the Company's management, the ultimate disposition of these proceedings and claims will

not have a material effect on the consolidated financial position or results of operations of the Company.

11. RELATED PARTY TRANSACTIONS

In the ordinary course of business, the Company has transactions between Berkshire and its affiliates that are included in these financial statements.

As described in Note 2, the Company participates in a centralized cash management program (cash pooling) with BH Finance, a wholly owned subsidiary of Berkshire. As of December 31, 2022, the Company had a cash pooling receivable due from BH Finance of \$54.2 million and recognized interest income of \$0.6 million for the year ended December 31, 2022.

The Company paid dividends of \$85 million, \$110 million, and \$85 million, to Berkshire for the years ended December 31, 2022, 2021, and 2020, respectively.

The Company recognized revenue for supply chain and services fees from Berkshire affiliates for the years ended December 31, 2022, 2021, and 2020, of \$0.5 million, \$0.6 million, and \$0.5 million, respectively.

12. SUBSEQUENT EVENTS

In accordance with ASC 855, *Subsequent Events*, the Company has considered subsequent events for recognition or disclosure through February 10, 2023, the date of issuance. No subsequent events were noted.

GUARANTEE OF PERFORMANCE

For value received, International Dairy Queen, Inc., a Delaware Corporation (the “Guarantor”), located at 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437, absolutely and unconditionally guarantees to assume the duties and obligations of American Dairy Queen Corporation, located at 8000 Tower, Suite 700, 8331 Norman Center Drive, Bloomington, MN 55437 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Minneapolis, Minnesota on the 28th day of March 2023.

Guarantor:

INTERNATIONAL DAIRY QUEEN, INC.

By: *Genevieve Beck*

Name: Genevieve Beck

Title: Vice President & Assistant General Counsel

EXHIBIT M

Receipts

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:

| | |
|--------------|----------------|
| California | March 28, 2023 |
| Hawaii | April 4, 2023 |
| Illinois | March 28, 2023 |
| Indiana | March 28, 2023 |
| Maryland | Pending |
| Michigan | March 29, 2023 |
| Minnesota | Pending |
| New York | March 28, 2023 |
| North Dakota | Pending |
| Rhode Island | Pending |
| South Dakota | March 28, 2023 |
| Washington | March 28, 2023 |
| Wisconsin | March 28, 2023 |

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 certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If ADQ offers you a franchise, it must provide this disclosure document to you at least 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale (or sooner if required by applicable state law).

Michigan requires that ADQ give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If ADQ 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 state agency referred to in Exhibit A.

ADQ’s franchise sellers involved in the offering and sale of new franchises are James P. Kerr, ADQ’s Executive Vice President - Franchise Development, Jennifer Rude, ADQ’s Franchise Sales and Development Director, and Franchise Developer Karen Hamilton (West Region), Roger Schone (Central West Region), Tara Fry (Southeast Region) or Tom Trocchio (Northeast Region). Their address is 8000 Tower, Suite 700, 8331 Norman Center Drive Bloomington, MN 55437, and phone number is (952) 830-0200. If any other franchise seller is involved in this transaction, his or her address and phone number will be the same, with the name provided here: _____.

Issuance date: March 28, 2023 (for registration state effective dates see “State Effective Dates” page immediately before these Receipt pages)

I received a disclosure document with an issuance date of March 28, 2023, that included the following Exhibits: A) List of State Administrators/Agents for Service of Process; B) Operating Agreement with Guarantee and related Addenda; C) Conversion Addenda; D) Multiple Unit Agreement; E) Franchise Application; F) Gift Card Program Agreements; G) Design Services Agreement; H) Construction Consultation Services Agreement; I) Tables of Contents for Manuals; J) Lists of franchises; K) Lists of franchisees whose franchise agreements were terminated or transferred; L) Financial Statements (with Guarantee of Performance); and M) Receipts.

FRANCHISEE (For an Entity)

Date: _____
_____, a

By: _____
(Signature of person signing on behalf of entity)

(Print name of person signing on behalf of entity)

Its: _____
(Title of person signing on behalf of entity)

Address: _____

City: _____ State: _____

Phone: () _____ Zip: _____

Prospective Applicant’s Copy

FRANCHISEE (For an Individual)

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Phone: () _____ Zip: _____

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Phone: () _____ Zip: _____

RECEIPT

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FRANCHISEE (For an Entity)

Date: _____
_____, a

By: _____
(Signature of person signing on behalf of entity)

(Print name of person signing on behalf of entity)

Its: _____
(Title of person signing on behalf of entity)

Address: _____

City: _____ State: _____

Phone: () _____ Zip: _____

Office Copy

FRANCHISEE (For an Individual)

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Phone: () _____ Zip: _____

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Phone: () _____ Zip: _____