FRANCHISE DISCLOSURE DOCUMENT

Chester's International, LLC
An Alabama limited liability company
2020 Cahaba Road
Mountain Brook, Alabama 35213
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The franchise is to operate a quick-service chicken and sides restaurant under the CHESTER'S® name located within a supermarket, convenience store, or other retail business or at a strip mall, food court location, or other non-traditional location (such as a sports arena or stadium).

The total investment necessary to begin operation of a CHESTER'S® Restaurant franchise within a convenience store or other retail business (other than a supermarket) or at a food court, strip mall, or other non-traditional location (such as a sports arena or stadium) is $24,709 to $278,468. This includes up to $40,968 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a CHESTER'S® Restaurant franchise within a supermarket is $12,385 to $252,543. This includes up to $19,043 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Chester's International, LLC, Contracts Administrator, 2020 Cahaba Road, Mountain Brook, Alabama 35213, (800) 646-9403.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's 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 of this Franchise Disclosure Document: April 19, 2021

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 the franchisor by litigation only in Alabama. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Alabama than in your own state.

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

THE FOLLOWING APPLIES ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

(i) The failure of the proposed franchisee 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48909
Telephone: (517) 335-7567

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

The Franchisor

The franchisor is Chester's International, LLC ("we," "us," or "our"). "You" means the person to whom we grant a franchise. We are an Alabama limited liability company formed in October 2002 under the name Chester's Supply Company, LLC (we changed to "National Flour Mills and Supply Company, LLC" in April 2004 and changed again to our current name in November 2009). Our principal business address is 2020 Cahaba Road, Mountain Brook, Alabama 35213. We operate under our corporate name, the CHESTER'S® trademark, and the other trademarks described in Item 13 (the "Marks") and no other name.

We grant franchises for quick-service Restaurants operating primarily under the CHESTER'S name that sell chicken and sides ("Restaurants"). We began offering CHESTER'S Restaurant franchises in January 2008. However, our former affiliate, also named Chester's International, LLC (the "First Chester's"), whose principal business address was 3500 Colonnade Parkway, Suite 325, Birmingham, Alabama 35243, offered CHESTER'S Restaurant franchises from approximately March 1, 2004 through December 2007. The CHESTER'S Restaurant franchises offered in this disclosure document are primarily for Restaurants to be located within and operated as part of other existing retail businesses, such as supermarkets and convenience stores (our "Restaurant-in-Store" concept), although we occasionally offer franchises for CHESTER'S Restaurants to be located at food court, strip mall, or other non-traditional locations (such as sports arenas or stadiums). Certain information appearing in this disclosure document, for example, outlet information in Item 20, covers all CHESTER'S Restaurants, regardless of their locations, because they operate under the same brand and sell the same products. We distinguish between these types of locations when necessary.

Before the First Chester's began offering CHESTER'S Restaurant franchises on approximately March 1, 2004, our former affiliate, Giles Enterprises, Inc. ("Giles"), whose address was 2750 Gunter Park Drive West, Montgomery, Alabama 36121, licensed existing retail operators to operate quick-service chicken and sides restaurants similar to the Restaurant opportunity offered in our disclosure document in a program called the "CHESTER FRIED® Total Program" (the "Licensed Restaurants"). Giles began licensing operators to operate Licensed Restaurants in 1974; as of December 31, 2020, there were approximately 64 Licensed Restaurants remaining in the United States. Operators of Licensed Restaurants generally did not receive all the benefits of a CHESTER'S Restaurant franchise and also were not subject to all the same restrictions and obligations. For example, Licensed Restaurants did not pay a franchise or any other initial fee. Also, most Licensed Restaurants continue to operate under the "CHESTER FRIED®" name. We are now the licensor of those Licensed Restaurants. Operators of Licensed Restaurants might be able to convert their units to franchised Restaurants if they satisfy our standards for a CHESTER'S Restaurant franchisee. If they want to convert, they will sign our Agreement. There is no conversion agreement or similar document they must sign. In addition, in certain parts of the United States, we may continue to allow certain experienced food service operators, and chain accounts who already operate one or more Licensed Restaurants, to develop

and operate additional Licensed Restaurants. We generally anticipate doing so only when the experienced food service operator or chain account prefers (for its own business reasons) not to acquire a CHESTER'S Restaurant franchise. With this exception, we focus on offering and granting CHESTER'S Restaurant franchises. Licensed Restaurants will continue to operate for many years and might compete with you if they are located in the same geographic area where your Restaurant is located. Neither we nor any current affiliate operates or has operated any Licensed Restaurants or CHESTER'S Restaurants. The First Chester's briefly operated a CHESTER'S Restaurant from 2005 to 2006.

Our Affiliate, Wynn's Grain & Spice, LLC ("Wynn's"), currently manufactures consumables, including the blended products (breading, batter dip, and marinades) used to prepare chicken sold under the Marks. Wynn's sells these products to us, and we sell them to unaffiliated third party distributors and grocery wholesalers for resale to franchisees. We manufacture packaging and other paper materials used by franchisees and also sell them to unaffiliated third party distributors and grocery wholesalers for resale to franchisees. While franchisees generally buy these consumables, packaging, and paper materials from those third-party distributors and grocery wholesalers, they also may purchase directly from us. Wynn's also currently sells to non-Chester's food service operators (directly or through unaffiliated distributors) chicken-related food products that are similar to the food products you will buy from us or unaffiliated distributors and wholesalers and then use in operating your Restaurant. We also currently sell to non-Chester's food service operators (directly or through unaffiliated distributors) chicken cooking equipment that is similar to the equipment you will buy from us or unaffiliated distributors and then use in operating your Restaurant. These food service operators may not use any Mark that you may use under your Agreement. They will sell chicken products as a menu item under their own trade names and brands as part of their existing retail foodservice businesses. Wynn's' principal business address is 2750 Gunter Park Drive, West Montgomery, Alabama 36109. Wynn's has never operated a Chester's Restaurant or offered franchises in any line of business.

In addition to the Restaurant franchises offered in this disclosure document, from November 2013 to March 2015 we offered (through a separate franchise disclosure document) franchises for Area Director marketing businesses. An Area Director acts as our sales representative within a defined geographic area and solicits and identifies prospective CHESTER'S Restaurant franchisees; assists in locating and securing sites for, and then constructing and developing, Restaurants; and provides additional support before and after the Restaurants open. Area Directors operate under our Area Director Marketing Agreement. The Area Director is not a party to, and has no rights or obligations under, your Agreement. However, if your proposed Restaurant is located in an area where one of our Area Directors operates, that Area Director will perform certain services on our behalf relating to you and your Restaurant. Despite the functions they perform, Area Directors have no management responsibility relating to the sale of franchises or the operation of our franchise system. While we no longer offer franchises for Area Director marketing businesses, there were 3 Area Director marketing businesses in operation as of December 31, 2020. Except for the CHESTER'S CHICKEN ON THE FLY Restaurant franchise discussed below, we have not offered franchises in any other line of business.

We have no business activities other than those described above. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.

Our Predecessors and Affiliates

Other than Wynn's discussed above, we have no parent companies or affiliates disclosable in this Item. As noted earlier, our predecessor for the CHESTER'S franchise program was the First Chester's. We acquired all existing CHESTER'S Agreements, the Marks, and related assets and obligations from the First Chester's by operation of law effective as of December 31, 2007 as a result of our merger with the First Chester's and another affiliate. We were the surviving entity in the merger. The First Chester's offered CHESTER'S Restaurant franchises from approximately March 1, 2004 through December 2007. There were 44 CHESTER'S Restaurant franchises in operation as of December 31, 2007. The First Chester's never offered franchises in any other line of business.

Franchise Rights Offered

We grant you the right to establish and operate a franchised CHESTER'S Restaurant at a specific location in a specific market according to our system (the "System"), which we may improve and develop over time. Your Restaurant will be located within the existing retail premises where you already operate a business like a supermarket or convenience store or at a food court, strip mall, or other non-traditional location (such as a sports arena or stadium). Restaurants offer a special selection of menu items like bone-in chicken, chicken filet, chicken filet sandwiches, chicken tenders, and an assortment of side orders like fried potatoes, vegetables, biscuits, toast, and salads. From 2008 to 2014, we also offered franchises for CHESTER'S CHICKEN ON THE FLY Restaurants, a small, self-service "grab 'n go" concept that operates from a modular kiosk-type unit within a retail business's existing space and whose operations are not as expansive as those of a typical CHESTER'S Restaurant. There were no CHESTER'S CHICKEN ON THE FLY Restaurants in operation as of December 31, 2020.

The restaurant business, particularly the quick-service restaurant business, is highly competitive and often affected by changes in taste, eating habits, and local and national economic conditions. The principal bases of competition are quality and price of food products offered, but name identification, site selection, speed of service, advertising, and attractiveness of facilities also are important. Your competition will include other quick-service restaurants close to your Restaurant, including franchised and non-franchised national and regional restaurant chains, and secondary competition, including coffee shops, budget restaurants, grocery stores offering prepared foods, and convenience stores serving hot food. Your competition also may include Licensed Restaurants and other CHESTER'S Restaurants located in your geographic area. Competition for management and other operating personnel is intense within the industry. Sales generally are seasonally affected and might be lower during winter months or in certain areas (for example, vacation areas).

Industry-Specific Regulations

There are no regulations that apply specifically to the industry in which CHESTER'S Restaurants operate. However, you must comply with laws that apply generally to all businesses. Each franchised Restaurant will be subject to local health inspection authorities that govern food handling, temperatures, and other health considerations; federal, state, and local building and zoning codes; and immigration, tax, unemployment, workers compensation, discrimination, and disability laws. You should investigate all these laws.

ITEM 2
BUSINESS EXPERIENCE

Managing Director: Wynn Giles

Mr. Giles has been our Managing Director since January 2018 and an owner since January 2012.

Chief Financial Officer: Blue Akers

Mr. Akers has been our Chief Financial Officer since November 2015. Mr. Akers previously served as our Chief Financial Officer from March 2010 to January 2013.

General Manager: Alexis Lobodocky

Ms. Lobodocky has been our General Manager since October 2017. Ms. Lobodocky was in sales at Wynn's Grain & Spice, located in Montgomery, Alabama, from June 2015 to October 2017.

Vice President of Business Development: Mike Powell

Mr. Powell has been our VP of Business Development since March 2018. Mr. Powell was the National Account Director at Royal Cup Coffee in Birmingham, Alabama from February 1998 to February 2018.

Vice President of Marketing: William Culpepper

Mr. Culpepper has been our VP of Marketing since March 2018. Previously, Mr. Culpepper was the Director of Channel Marketing for Royal Cup Coffee in Birmingham, Alabama from 2006 to March 2018.

ITEM 3
LITIGATION

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

If you will operate either a Restaurant-in-Store franchise in a convenience store or other retail business (other than a supermarket) or a CHESTER'S Restaurant at a food court, strip mall, or other non-traditional location (such as a sports arena or stadium), you must pay a training fee in a lump sum when you sign the Agreement. The training fee for Restaurant-in-Store franchises operating under the CHESTER'S Mark in a convenience store or other retail business (other than a supermarket), and for CHESTER'S Restaurants operated at a food court, strip mall, or other non-traditional location (such as a sports arena or stadium), is $3,500. The training fee for a CHESTER'S Restaurant-in-Store franchise to be operated in supermarkets is $0. (When you sign our Chester's Restaurant Agreement (Exhibit B), you will check the appropriate box for a Restaurant-in-Store franchise to be operated in a supermarket, a Restaurant-in-Store franchise to be operated at any other location, or a CHESTER'S Restaurant to be operated at a food court, strip mall, or other non-traditional location (such as a sports arena or stadium).) The training fee is not refundable under any circumstances. During the 2020 fiscal year, the training fees we received from franchisees ranged from $0 to $3,500.

Besides paying the training fee (if applicable), you must buy various equipment, signage, fixtures, and product inventory before you open your Restaurant. The cost of all items available from us will range up to approximately $36,968 if you operate a Restaurant-in-Store franchise under the CHESTER'S Mark in a convenience store or similar retail business (other than a supermarket) or a CHESTER'S Restaurant at a food court, strip mall, or other non-traditional location (such as a sports arena or stadium), and up to approximately $18,543 if you operate a Restaurant-in-Store franchise under the CHESTER'S Mark in a supermarket. While you must have the core equipment to bread, fry, and merchandise Chester's menu items, you can purchase this equipment from us or you can use your existing equipment that we have approved. You may buy certain proprietary food products and preparation supplies from unaffiliated suppliers. However, as described in Item 8, we may require you to buy some or all of these items from designated exclusive sources, including us. No payment made to us is refundable.

Before you open your Restaurant, we will conduct a restaurant readiness review assessment at no additional charge to you. However, if we determine that your Restaurant has not passed the assessment and we undertake the assessment multiple times, then beginning with the 4th assessment, we may charge you for the costs and expenses that we incur in conducting an assessment. Currently, we estimate this cost to be approximately $500 per assessment.

ITEM 6
OTHER FEES

Column 1 Type of fee*	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Point-of-Purchase Materials	$175 for Restaurants operating within a convenience store, at a food court/strip mall location or other non-traditional location (such as a sports arena or stadium), or at a similar retail business; we do not charge this fee for Restaurants operating at supermarkets	Three times per year on the dates we designate	This is for point-of-purchase materials we will prepare and periodically send you. We may increase this fee to $200 upon notice to you. We do not currently require your participation in advertising funds or cooperatives, and no cooperative advertising programs currently exist
Local Advertising (due only for Restaurant-in-Store, food court/strip mall or other non-traditional locations (such as a sports arena or stadium))	Will vary	When incurred	You must advertise your Restaurant at your own expense (for non-supermarket locations) on a reasonable number of Department of Transportation ("DOT") signs on nearby interstates
Additional Training or Assistance	Not to exceed $500 per day plus out-of-pocket expenses	As incurred	Due for training and assistance beyond what we typically give to franchisees. We may charge you for additional or special guidance, assistance, or training you need or request

Column 1 Type of fee*	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Product and Service Purchases	As described in Item 8	As described in Item 8	You will buy products and services from us, designated and approved vendors whose items meet our standards and specifications and/or other suppliers to the industry
Indemnification	Will vary under circumstances	When incurred	You must reimburse us if we are held liable for claims from your Restaurant's operation or incur costs in defending them

* Except for product and service purchases described in Item 8, all fees are imposed and collected by and payable to us. No fee is refundable. Except as noted in this chart, all fees currently are uniformly imposed.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

The first table below relates to a Restaurant-in-Store franchise operated under the CHESTER'S Mark in a convenience store or similar retail business (other than a supermarket) and to CHESTER'S Restaurants operated at a food court, strip mall or other non-traditional location (such as a sports arena or stadium).

Column 1 Type of expenditure*	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Training Fee	$3,500	Lump sum	At signing of Agreement	Us
Insurance[1]	$0 - $10,000	As arranged	As incurred	Insurers
Rent and Security Deposit[2]	See Note 2	As arranged	As incurred	Owner/Lessor
Build-out Cost[3]	$0 - $200,000	As arranged	As incurred	Contractors and Suppliers
Equipment, Furniture, Signage, and Fixtures[4]	$9,209 - $36,968	As arranged	As incurred[5]	Approved Suppliers, including Us[6]

Column 1 Type of expenditure*	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Initial Inventory[7]	$2,000 - $9,000	As arranged	As incurred	Approved Suppliers, including Us[8]
Grand Opening Advertising	$0 - $4,000	As arranged	As incurred	Advertising Sources
Additional Funds[9] (3 Months)	$10,000 - $15,000	As arranged	As incurred	Third Parties
Total (excluding real estate lease and purchase costs)	$24,709 - $278,468			

- Except for security deposits, no payment above is refundable.

* Because the initial brand standard training program occurs at your Restaurant, we do not anticipate that your trainees will incur any travel, lodging, or living expenses while attending the initial brand standard training program. Also, before you open your Restaurant, we will conduct a restaurant readiness review assessment at no additional charge to you. However, if we determine that your Restaurant has not passed the assessment and we undertake the assessment multiple times, then beginning with the 4th assessment, we may charge you for the costs and expenses that we incur in conducting an assessment. Currently, we estimate this cost to be approximately $500 per assessment.

YOUR ESTIMATED INITIAL INVESTMENT

This table relates to a Restaurant-in-Store franchise operated under the CHESTER'S Mark in a supermarket.

Column 1 Type of expenditure*	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Insurance[1]	$0 - $10,000	As arranged	As incurred	Insurers
Rent and Security Deposit[2]	See Note 2	As arranged	As incurred	Owner/Lessor
Build-out Cost[3]	$0 - $196,000	As arranged	As incurred	Contractors and Suppliers
Equipment, Furniture, Signage, and Fixtures[4]	$385 - $18,543	As arranged	As incurred[5]	Approved Suppliers, including Us[6]
Initial Inventory[7]	$2,000 - $9,000	As arranged	As incurred	Approved Suppliers, including Us[8]

Column 1 Type of expenditure*	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Grand Opening Advertising	$0 - $4,000	As arranged	As incurred	Advertising Sources
Additional Funds[9] (3 Months)	$10,000 - $15,000	As arranged	As incurred	Third Parties
Total (excluding real estate lease and purchase costs)	$12,385 - $252,543			

- Except for security deposits, no payment above is refundable.

* Because the initial brand standard training program occurs at your Restaurant, we do not anticipate that your trainees will incur any travel, lodging, or living expenses while attending the initial brand standard training program. Also, before you open your Restaurant, we will conduct a restaurant readiness review assessment at no additional charge to you. However, if we determine that your Restaurant has not passed the assessment and we undertake the assessment multiple times, then beginning with the 4th assessment, we may charge you for the costs and expenses that we incur in conducting an assessment. Currently, we estimate this cost to be approximately $500 per assessment.

[1] The figures in the chart estimate your insurance costs during the first 3 months of operation. You might need to pay the entire annual premium in advance. Costs might vary among underwriters and be based on how long you have been in business, your financial condition, your prior risks, and Restaurant location.

[2] All Restaurant-in-Store franchises will be located within your existing space, so in that case you should have no significant additional rent/lease obligations unless you pay percentage rent. For a CHESTER'S Restaurant at a food court, strip mall or other non-traditional locations (such as a sports arena or stadium), we assume that you will lease the building or space for the Restaurant. However, if you currently own the building in which the Restaurant will be located, you should incur no rental costs. While we anticipate that the average in-line/food court Restaurant size will be 1,200 square feet, your Restaurant's size will depend on the location you choose. If you lease space from a third-party landlord, your monthly rent will depend on the location, the demand for the location among prospective lessees, general rental rates in that geographic area, whether the landlord adds tenant build-out allowances into the rent, and similar factors. You might have to pay base rent and percentage rent based on Restaurant gross sales. If utilities, taxes, and insurance are included in rent, then the rent also might increase. You also should expect to pay a security deposit equal to 1 or 2 months' rent.

[3] If you operate a Restaurant-in-Store other than in a supermarket under the CHESTER'S Mark, this figure assumes the Restaurant will have 600 square feet. If you operate a CHESTER'S Restaurant at a food court or strip mall location, this figure assumes that the Restaurant will have 1,200 square feet. The costs to build out an existing facility for your

Restaurant depends on whether an existing food or deli-type facility is being converted, whether a drive-thru window is being added, the Restaurant's square footage and dimensions, whether seating is added, kitchen size, adequate hood systems and HVAC (heating, ventilation, and air conditioning), and other factors. If you operate under the CHESTER'S Mark in a supermarket, this figure assumes you have an existing deli-type facility and are capable of serving hot foods.

[4] If you operate under the CHESTER'S Mark, you must buy or lease certain equipment, including kitchen and serving line equipment, a decor package, refrigeration and installation, point-of-sale materials, a safe, menu-boards, miscellaneous small wares, and signage. The Restaurant's equipment package depends on the presence of existing food service or deli-type facilities, square footage and anticipated volumes, the menu format, and whether a drive-thru window is being added.

[5] Giles, our former affiliate, manufactures the required fryers, breading and batter table, hot cases, landing table, and oil removal caddy. As of this disclosure document's issuance date, you may purchase these items from us or an unaffiliated third party food service equipment supplier. However, we may require you to buy these items from specified exclusive sources (including us or our affiliates) at the prices the source decides to charge.

[6] We provide a list of approved suppliers from whom you can purchase furnishings, fixtures, signage, and equipment.

[7] We estimate that the range given will cover initial product inventory and cleaning, office, and general supplies to open the Restaurant.

[8] You currently must purchase required breading, marinades and paper products. We are the primary supplier of these products, which are manufactured specially for the CHESTER'S System, and sell these proprietary items to unaffiliated suppliers who then resell them to our franchisees. We license certain suppliers to prepare breading and marinades using our proprietary formulas. As of this disclosure document's issuance date, you may purchase these items from us or from an unaffiliated third party supplier. However, we may require you to buy these items from specified exclusive sources (including us or our affiliates) at the prices the source decides to charge.

[9] This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table). It includes payroll costs but not any draw or salary for you. However, this is only an estimate, and it is possible you will need additional working capital during the first 3 months you operate your Restaurant and for a longer time period after that. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Restaurant will break even. Your costs will depend on your management skill, experience, and business acumen; local economic conditions; the prevailing wage rate; competition; and your Restaurant's sales during the initial period. We have relied on our principals' many collective years of experience in the food service equipment and supply industry, and outside consultants, to compile this Additional Funds estimate. You should review all figures in this Item 7 carefully with a business advisor before you decide to acquire the

franchise. Neither we nor our affiliates offer financing directly or indirectly for any part of the initial investment. The availability and terms of third party financing depend on the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions. The estimate does not include any finance charge, interest, or debt service obligation.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Real Estate. You need not purchase or lease any real estate from us or our affiliates.

Restaurant Build-Out. You must develop the Restaurant in compliance with our System and ensure that all plans and specifications comply with our requirements, applicable laws, and lease requirements. We will give you required and recommended specifications and layouts for a CHESTER'S Restaurant. You must give us, and we have the right to review and approve, all plans and specifications before you begin constructing the Restaurant.

You must buy all food items, ingredients, equipment, furnishings, supplies, materials, and other items used or offered for sale at the Restaurant only from suppliers (including manufacturers, distributors, and other sources) that satisfy our then-current standards and specifications; possess adequate quality controls and capacity to supply your needs promptly and reliably; and have received our approval. With respect to our and our affiliates' trade secret or proprietary food products and other branded items, we may limit suppliers to us, our affiliates and/or other specified exclusive sources, in which case you must acquire those trade secret or proprietary food products and other branded items during the franchise term only from us, our affiliates and/or the other specified exclusive sources at the prices we and they decide to charge. We may restrict your sources of trade secret and proprietary food products and other branded items in order to protect trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better purchase and delivery terms, control use of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of these items.

You currently must purchase proprietary seasonings, specially formulated pre-prepared mixes (breading, batter dip, and marinades) that are required ingredients of various menu items, branded fresh and frozen poultry, frozen potato wedges, and paper products (packaging, napkins, cups, etc.) from our designated suppliers. We are the primary supplier of all proprietary seasonings, specially formulated pre-prepared mixes, and paper products that are manufactured specially for the CHESTER'S System. We sell these proprietary items to unaffiliated suppliers who then resell them to our franchisees. We also license certain unaffiliated suppliers to make the proprietary seasonings and specially formulated pre-prepared mixes, branded fresh and frozen poultry products, and frozen potato wedges (but not paper products) for sale to franchisees. These items also are available directly from us. So, we are currently an approved (but not the only) direct supplier of these items.

We encourage you to purchase new equipment and fixtures for the Restaurant. We currently are the designated supplier for the core equipment package (fryers, breading and batter table, hot display case, landing table, and oil removal caddy) approved for use in the Restaurant.

In limited circumstances, however, we may allow you to purchase the core equipment package from another designated supplier. We are also an approved (but not the only) supplier for other equipment and fixtures, which are also available through designated suppliers. While we encourage you to purchase new equipment and fixtures, you can purchase used equipment (which need not be purchased from an approved supplier) if it has been in service for less than 2 years and otherwise meets our quality standards. Besides the items described above, we also currently are an approved (but not the only) supplier of marketing materials. Except for us, in which our officers naturally own an interest, our officers do not own an interest in any supplier.

The cost of food items, ingredients, equipment, furnishings, supplies, materials, and other items may vary among Restaurants. These cost variations are due to your Restaurant's proximity to the supplier's distribution center, the number of deliveries scheduled to your area each week, actual transportation costs, and other factors.

If you desire to purchase products from non-approved suppliers, you or the proposed supplier must submit to us a written request for approval together with evidence of compliance with our specifications. We have the sole right to determine whether the proposed supplier is approved. We have the right to require that our representatives first inspect the supplier's facilities and that samples be delivered for testing. We will, within 30 days after your request, notify you of our approval or disapproval of the proposed supplier. You must not buy, sell, or use the proposed supplier's products until you receive our written approval. You must use products purchased from approved suppliers only to operate the Restaurant and for no other purpose.

Our criteria for supplier approval include (a) adequate quality controls assuring ability consistently to produce products of desired quality in flavor, size, appearance, and texture, (b) sufficiently high sanitation rating of facilities producing products, (c) financial stability, (d) ability consistently and promptly to produce desired quality and quantity of products, (e) full compliance with all government regulations and specifications, (f) positive reputation in restaurant community and ethical operation of organization, and (g) competitive pricing. As noted above, there are certain items for which sources are restricted. We have no intention or obligation to approve alternative or additional suppliers for these products.

You must permit us or our agent at any reasonable time to remove samples of food or non-food items from your Restaurant without payment to determine whether the samples meet our then-current standards and specifications.

Formulae for proprietary seasonings and specially formulated pre-prepared mixes are not available to you, other franchisees, or non-designated suppliers. Standards and specifications for other food and paper products are not uniformly issued to franchisees but are available for specific products upon a franchisee's written request. We determine the standards and specifications for those food and paper products, sometimes in consultation with suppliers, to assure our desired quality of ingredients, size, flavor, and appearance and our desired quantities for each product. We issue and modify standards and specifications through consumer research and internal product testing.

We may occasionally revoke our approval of particular products or suppliers when we determine that those products or suppliers no longer meet our standards. If we notify you that we have revoked approval of a product or supplier, you must stop selling any disapproved products and stop purchasing from any disapproved supplier. We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other franchisees and to use all amounts received without restriction for any purposes we deem appropriate (unless we and our affiliates agree otherwise with the suppliers). Certain suppliers to our franchisees (who sell directly to franchisees or indirectly through distributors in the supply chain) have agreed to pay us license fees on franchisee purchases of shortening products, blended proprietary items, paper goods, and signs and promotional items. These fees range from 0.5% to 25% of their gross sales depending on the particular item.

During 2020, we received a total of $33,049,907 from direct franchisee purchases of certain equipment and proprietary food products and from purchases by unaffiliated suppliers and grocery wholesalers to whom we sold certain equipment and proprietary food products for resale to our franchisees. That is 89% of our total revenue of $37,140,265. These figures are from our audited financial statements. Our affiliates did not receive any revenue from direct franchisee purchases and leases during 2020. We estimate that the cost of your purchases from designated or approved suppliers will be approximately 70% to 95% of the total cost to establish, and approximately 20% to 30% of the total annual cost to operate, your Restaurant.

We do not provide material benefits to you (for example, renewal or granting additional franchises) for purchasing particular products or services or using particular suppliers. We negotiate purchase agreements, including price terms, with suppliers for some items described in this Item 8 (shortening, breading supplies, frozen poultry, potato wedges, paper goods, packaging, and equipment). In doing so, we seek to promote the overall interests of our franchise system and our interests as the franchisor. There are no purchasing or distribution cooperatives in our system.

If, at any time, we modify our standards for the Restaurant (to include remodeling or modernization measures) relating to signage, equipment, inventory, fixtures, accessory features, furnishings, design, layout, or maintenance (the "Modifications"), you must comply with and complete the Modifications within the timeframe we specify.

Computer Hardware and Software. You currently need not obtain any special electronic cash registers or computer system.

Insurance. You must have the types and amounts of insurance coverage appropriate in your market for the Restaurant's business activities, which must include at least $1 million of comprehensive general liability coverage.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in agreement	Disclosure document item
a.	Site selection and acquisition/lease	Not Applicable	11 and 12
b.	Pre-opening purchases/leases	6, 8, 9, 10, and 15 of Agreement	5, 7, and 8
c.	Site development and other pre-opening requirements	6 of Agreement	7, 8, and 11
d.	Initial and ongoing training	4 and 7 of Agreement	7 and 11
e.	Opening	6 of Agreement	11
f.	Fees	5, 7, 9, and 11 of Agreement	5, 6, 7, and 11
g.	Compliance with standards and policies/operating manual	6, 8, 10, and 13 of Agreement	8, 11, and 14
h.	Trademarks and proprietary information	12 and 13 of Agreement	8, 13, and 14
i.	Restrictions on products/services offered	8 and 9 of Agreement	8 and 16
j.	Warranty and customer service requirements	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	6, 8, 9, and 10 of Agreement	6, 8, and 16
m.	Maintenance, appearance, and remodeling requirements	6, 8 , and 10 of Agreement	8
n.	Insurance	16 of Agreement	7 and 8
o.	Advertising	5 and 14 of Agreement	6, 7, and 11
p.	Indemnification	20 of Agreement	6
q.	Owner's participation/ management/staffing	4 and 7 of Agreement	11 and 15
r.	Records and reports	14 of Agreement	11
s.	Inspections and audits	11 of Agreement	11
t.	Transfer	16 of Agreement	17
u.	Renewal	3 of Agreement	17
v.	Post-termination obligations	18 of Agreement	17
w.	Non-competition covenants	Not Applicable	Not Applicable
x.	Dispute resolution	24 and 25 of Agreement	17

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations

Before you open your Restaurant, we (and/or one of our Area Directors) will:

1. Give you information about the Restaurant's layout requirements and signs. [Agreement — Section 6]

2. Review and approve your plans and specifications for the Restaurant and conduct a restaurant readiness review assessment. [Agreement — Section 6]

3. Provide an initial brand standard training program (described below) to instruct you and your employees about required procedures and techniques to operate the Restaurant. [Agreement — Sections 4 and 7]

4. Give you access to one copy of our confidential manuals (the "Manuals"). [Agreement — Section 13] The Manuals for a CHESTER'S Restaurant have 157 pages. The table of contents is in Exhibit C.

5. Give you advice regarding operating the Restaurant and new developments, techniques, and improvements in areas of restaurant management, food preparation, sales promotion, and service. [Agreement — Section 4]

6. Sell you equipment, signage, and various food items. (We deliver these items, or cause them to be delivered, but are not required to install anything.) [Agreement — Sections 5, 6, and 9]

Continuing Obligations

During your operation of the Restaurant, we (and/or one of our Area Directors) will:

1. Provide periodic brand standard training programs we deem appropriate. [Agreement — Sections 4 and 7]

2. Give you advice regarding operating the Restaurant and new developments, techniques, and improvements in areas of restaurant management, food preparation, sales promotion, and service. [Agreement — Section 4]

3. Prepare point-of-purchase materials for you (only for Restaurant-in-Store franchises operated under the CHESTER'S Mark). [Agreement — Section 5]

4. Periodically inspect the Restaurant. [Agreement — Section 11]

5. Let you use our Marks. [Agreement — Section 12]

6. Let you use our confidential information. [Agreement — Section 13]

7. Sell you equipment, signage, and various food items. [Agreement — Sections 5, 6, and 9]

Site Selection

We first must approve your site before signing the Agreement, even if you already have a site picked out for the Restaurant. When you approach us, we will give you our site selection criteria for a Restaurant. Factors we consider in evaluating Restaurant sites include (1) a site's visibility from adjacent traffic arteries, (2) ease of entry from and exit to adjacent streets, (3) the size, density, and income levels of population in the surrounding area, (4) the rental market in the area, (5) types of nearby businesses, (6) projected cost of leasehold improvements, and (7) proximity to another franchised Restaurant or to a Licensed Restaurant. We must accept all sites before you may sign any lease, sublease, or other document for the site. We will evaluate the information you give us about a site. Our review process might or might not involve a physical site inspection. We will not take an unreasonable amount of time to review your proposed site. However, we need not respond within any particular time. We will either accept or reject your proposed site. We will not unreasonably withhold our acceptance of a site but can reject one we consider inappropriate. Although we have the right to accept or reject a Restaurant's location, we will not select or designate a Restaurant site for you. Therefore, you must actively conduct the site selection process. You have sole risk for your location's business and financial suitability. As noted above, we will not sign the Agreement if you have not yet located the Restaurant's site.

We anticipate that it takes approximately 2 to 4 months after the Agreement is signed and you pay the training fee (if applicable) before the Restaurant is ready to open. Factors affecting this timeframe include construction and remodeling schedules; local ordinance and/or building code compliance; schedules for installing equipment and signs; completing brand standard training programs; delivering and stocking inventory; and other events beyond your control. You must open the Restaurant for business within 6 months after signing the Agreement.

Computer Hardware and Software

You need not buy or use any new electronic cash registers or computer system for the Restaurant and may use your current systems. However, you must send us quarterly reports

regarding the Restaurant's sales, labor costs, and profits in the format we specify. [Agreement — Section 14] If you do not already have your own point-of-sale system with Excel and email capability, you can send us paper copies of required reports. We do not have independent access to information generated and stored in new or current systems.

Training

Before the Restaurant opens, your manager and the employees we designate must attend and complete our initial brand standard training program to our satisfaction. [Agreement — Sections 4 and 7] The initial brand standard training program will occur at the Restaurant, so we do not anticipate any travel, lodging, and living expenses for your trainees. You and your employees must pay all expenses incurred in attending brand standard training programs that are not at the Restaurant. We may provide additional brand standard training programs we deem appropriate. With our prior written approval, your training managers may train new and additional Restaurant employees.

The initial brand standard training program will last up to 4 days and includes classroom instruction and/or on-the-job training. We conduct training on an as-needed basis at your Restaurant. Training should be scheduled so that your trainees successfully complete the initial brand standard training program and graduate about 1 week before the Restaurant opens.

Other than the initial brand standard training program discussed above, we do not require additional training or refresher courses. However, we will provide additional training or refresher training courses upon request at no additional charge to you, although you are responsible for expenses incurred in attending additional training or refresher training that is not conducted at the Restaurant.

Lisa Leano has been with the CHESTER'S organization as our Franchise Business Consultant since December 2014 and, since 2016, coordinates all of our initial brand standards training programs. Lisa has over 20 years of experience in the restaurant industry as General Manager, Certified Training Manager, and Area Supervisor with several quick-service restaurant concepts.

Direct supervision of classroom and in-restaurant training is provided by staff and Area Directors with previous CHESTER'S Restaurant management and training experience. Each staff person will train in the particular area(s) in which he or she has experience. Instructional materials include a set of Restaurant Training Guides, handouts, and charts. The subjects currently taught in our brand standard training program are as follows:

TRAINING PROGRAM

(for Restaurant-in-Store franchises operated under CHESTER'S Mark in convenience stores and other retail businesses (other than a supermarket) and for food court/strip mall franchises or other non-traditional locations (such as a sports arena or stadium))

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Chester's Story and Training Overview	30 minutes	0	Your Restaurant
Review of Operations Manuals/Recipe Books/Training Guides	30 minutes	0	Your Restaurant
LSM & Marketing Review	1 hour	30 minutes	Your Restaurant
MenuBuilder	2 hours	0	Your Restaurant
Restaurant Management	1 hour	0	Your Restaurant
Inventory Control/Ordering Guide	30 minutes	0	Your Restaurant
Training Discussion/Support Visit Follow Up	1 hour	0	Your Restaurant
Customer Service	30 minutes	2 hours	Your Restaurant
Food Preparation Procedures	2 hours	3 days	Your Restaurant
Packaging Procedures	30 minutes	3 days	Your Restaurant
Filtering and BoilOut of Fryers	30 minutes	3 days	Your Restaurant
Breakfast Preparation	15 minutes	3 days	Your Restaurant
Product Preparation	0	3 days	Your Restaurant
Product Specifications and Packaging	0	3 days	Your Restaurant
Customer Service Practicum	0	3 days	Your Restaurant

TRAINING PROGRAM

(for Restaurant-in-Store franchises operated under CHESTER'S Mark in a supermarket)

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
1. Chester's Story	30 Min	0	Your Restaurant
2. Review Operations Manuals	30 Min	0	Your Restaurant
3. Food Preparation Procedures	0	2 Days	Your Restaurant
4. Packaging Procedures	30 Min	2 Days	Your Restaurant
5. Sanitation	1 Hr	2 Days	Your Restaurant
6. Filtering & Clean Up	0	2 Days	Your Restaurant
7. Breakfast Preparation	0	2 Days	Your Restaurant
8. Lunch Procedures	0	2 Days	Your Restaurant
9. Product Preparation	0	2 Days	Your Restaurant
10. Product Specifications and Packaging	0	3 Days	Your Restaurant
11. Customer Service Practicum	0	2 Days	Your Restaurant
12. Inventory Waste/Cash Procedures	0	2 Days	Your Restaurant
13. Training/QA Visits	30 minutes		Your Restaurant

Advertising

We do not require franchisees to contribute to or participate in a Marketing Promotions Fund.

If you operate a Restaurant-in-Store franchise in a convenience store, at a food court/strip mall location or other non-traditional location (such as a sports arena or stadium), or at a similar retail business, you must pay us a fee of $175 three times per year on the dates we designate during the franchise term for point-of purchase materials we will prepare and periodically send you. If you operate your Restaurant-in-Store franchise at a supermarket, we do not charge you any fee for point-of-purchase materials that we may prepare and periodically send you. You also must advertise your Restaurant at your own expense on a reasonable number of DOT signs on nearby interstates (for non-supermarket locations). However, if no DOT signs are available for advertising activities, you need not conduct this advertising until they become available. We and you periodically will discuss and reasonably determine the availability of DOT signs for advertising. We need not spend any amount on advertising in your market area. In all cases, we may review and approve (or disapprove) all advertising and promotional materials you propose to use. You may not use any advertising or promotional materials we have not approved or have disapproved. While there is no contractual timeframe within which

we must respond, we expect to respond to you within 30 days. You may not without our prior written approval develop, maintain, or authorize any website that mentions the Marks. [Agreement — Sections 5 and 8]

There currently are no advertising cooperatives or franchisee advertising councils in our System. If we choose to form them (although our Agreement does not address this issue), we likewise would have the power at any time to change, dissolve, or merge them.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You also do not have any type of non-exclusive territory. We and our affiliates have the right at all times during the franchise term to engage in any and all activities we deem appropriate, at any time or place and through any distribution channels we choose (such as the Internet, catalog sales, telemarketing, or other direct marketing sales). We need not pay you any compensation if we solicit or accept orders from any customers, regardless of their location.

If you operate a Restaurant-in-Store franchise, you will operate your Restaurant within your existing business premises. If you will operate a food court/strip mall franchise or other non-traditional franchise (such as at a sports arena or stadium), you will operate your Restaurant from a site you lease in a food court, strip mall, sports arena, or stadium. We may terminate the Agreement if you fail to open the Restaurant within 6 months after the Agreement's effective date. You may operate only from the accepted location and may not relocate within your existing business premises or elsewhere without our prior written permission. Whether we will permit relocation depends on the specific circumstances and what we consider to be in your Restaurant's and our system's best interests. We do not expect relocation to occur often because the Restaurant typically is located in your existing business premises. You are not restricted from advertising away from your location if all sales are made at the location. You may, with our prior written approval, solicit sales and orders from your franchised location for delivery to a remote location (including catering). You have no right to use other channels of distribution to make sales away from your location (although this should not be an issue because you sell freshly-prepared, hot products).

Except as described below, neither we nor any affiliate has established, or presently intends to establish, other franchised or company-operated restaurants or another distribution channel (such as the Internet, catalog sales, telemarketing, or other direct marketing sales) selling or leasing similar products or services under a different trade name or trademark (although we have the right to do so, as noted above). As described in Item 1 above, the First Chester's and Giles licensed retail operators to operate restaurants or sell chicken products under the CHESTER FRIED Total Program. We are now the licensor of those Licensed Restaurants. Those retail operators may continue using the CHESTER FRIED trademark if they satisfy certain standards and procedures. In certain parts of the United States, we may continue to allow certain experienced food service operators, and chain accounts who already operate one or more

Licensed Restaurants, to develop and operate additional Licensed Restaurants. We generally anticipate doing so only when the experienced food service operator or chain account prefers (for its own business reasons) not to acquire a CHESTER'S Restaurant franchise.

We do not anticipate any material conflicts (in terms of customers and franchisor support) between the CHESTER'S Restaurant franchises offered in this disclosure document and CHESTER FRIED locations because the Restaurants operating at these various locations generally focus on different customer groups. Nevertheless, we will use reasonable efforts to resolve any conflicts that do arise because it is in our best interests to do so.

As noted in Item 1, we sell to non-Chester's food service operators (directly or through unaffiliated distributors) chicken cooking equipment that is similar to the equipment you will buy from us or unaffiliated distributors and then use in operating your Restaurant. Wynn's, an affiliate of ours, also sells chicken-related food products (under the Wynn's Grain & Spice name) to non-Chester's food service operators (directly or through unaffiliated distributors). In addition to Wynn's, another affiliate of ours, BirdShack, LLC ("BirdShack"), also sells chicken related food products (under the BirdShack name) to non-Chester's food service operators (directly or through unaffiliated distributors). These operators may not use any Mark you may use under your Agreement. They will sell chicken products as a menu item under their own trade names and brands as part of their existing retail foodservice businesses, or under the Bird Shack name. These operators sell their chicken products from their own physical premises, although they might engage in some off-premises advertising that competes with your advertising. We do not anticipate any material conflicts between CHESTER'S Restaurant franchises and these other food service operators in terms of customers and support, although we will use reasonable efforts to resolve any conflicts that do arise. We and Wynn's have no separate offices at our principal places of business for these activities. BirdShack's principal place of business is the same as ours (2020 Cahaba Road, Mountain Brook, Alabama 35213).

Besides what we describe above, we sell and may continue to sell equipment, and Wynn's and BirdShack sell and may continue to sell consumable products (breading, etc.), to food or equipment distributors (as applicable) or directly to restaurant operators that compete with you, although these other operators will not use any trademarks owned by us or our affiliates (other than BirdShack).

You have no options, rights of first refusal, or similar rights to acquire additional franchises. Continuation of your franchise does not depend on your achieving a certain sales volume, market penetration, or other contingency.

ITEM 13
TRADEMARKS

You may use certain Marks in operating the Restaurant. The principal Mark for CHESTER'S Restaurant franchises is CHESTER'S and Design (appearing on the cover page of this disclosure document). The First Chester's registered this Mark on the United States Patent and Trademark Office's (USPTO) Principal Register on November 1, 2005 (Registration Number 3,011,320). We acquired the Mark as part of the merger described in Item 1. The Mark

generally covers batter, marinade, breading, and mixes in international class 30; restaurant services, food preparation services, and operating free-standing food preparation and vending stands, all in international class 43; and computerized on-line ordering and retail services in the field of restaurant and food preparation equipment, paper products and packaging, and providing advice in the field of establishing and operating restaurants and free-standing food stands, all in international class 35. We have filed all required affidavits for this Mark. We also have renewed the registration of this Mark.

Other related trademarks that we own include the following:

Mark	Registration Number	Registration Date	Register	Renewed
CHESTER FRIED (and design)	1,884,056	Mar. 14, 1995	Principal	Yes
CHESTER FRIED (and design)	1,883,471	Mar. 14, 1995	Principal	Yes
CHESTER FRIED	2,773,644	Oct. 14, 2013	Principal	Yes

All of these trademarks are registered on the USPTO's Principal Register. All required affidavits of use have been filed. We also have renewed the registrations of all of these trademarks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized products or services; or as part of any unauthorized domain name, homepage, electronic address, or otherwise in connection with a website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state. No agreement limits our right to use or license the Marks.

The Agreement does not require us to protect your right to use the Marks listed above or to protect you against claims of infringement or unfair competition from your use of the Marks. You have no contractual obligation to notify us of any apparent infringement or challenge to your use of any Mark or of any person's claim of any rights in any Mark. In all these cases, we may take the action we deem appropriate (including no action). Because we own the Marks, we would expect to control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. We have no obligation to participate in your defense and/or indemnify you for expenses or damages if you are a party to an

administrative or judicial proceeding involving a Mark we license to you or if the proceeding is resolved unfavorably toward you. You must cooperate with us in defending or settling litigation. Our Agreement does not address our right to change the Marks during the franchise term.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We claim copyrights in our Manuals (which contain our trade secrets), Website, menus and menu-boards, construction plans and specifications, advertising materials, specifications, training handbooks, and other items used in operating CHESTER'S Restaurants. We have not registered these copyrights with the United States Copyright Office but need not do so at this time to protect them. You may use these items only as we specify while operating your Restaurant (and must stop using them if we so direct you). We also have developed certain trade dress for the CHESTER'S System in which we claim proprietary rights, including color schemes, patterns, designs, and décor. You might use some aspects of this trade dress at your Restaurant.

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our Manuals and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure agreements with those having access. You must keep the Manuals at the Restaurant and make sure they are current. If there is a dispute over the Manuals' contents, our master copies control.

You must not, either during or after the franchise term, communicate, divulge, or use for anyone else's benefit any confidential information, knowledge, or know-how concerning the method of operating the Restaurant that is communicated to you; techniques; recipes; formulas; processes; designs; financial information; and other information of which you become aware while operating the Restaurant. We will disclose proprietary recipes and preparation methods necessary for you to operate the Restaurant but need not disclose the contents of proprietary seasonings, ingredients, and mixes purchased from designated or approved suppliers.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You need not participate in the Restaurant's day-to-day operations, and we do not necessarily recommend that you do so. However, if you do not do so, you must employ a manager to participate in the Restaurant's day-to-day operations. Your manager must devote the necessary time and efforts to supervise and conduct the Restaurant's operation. Your manager and other Restaurant employees must attend and complete our initial brand standard training program to our satisfaction. All who do so will be considered certified in our brand standard training program. Your manager and other on-site employees need not have an equity interest in the Restaurant or you but must agree in writing to preserve confidential information to which they have access.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all menu items and products, and perform all services, we periodically require for CHESTER'S Restaurants operated at your type of location. You may not offer or sell any menu items or products, or perform any services, we have not authorized. We periodically may change required and/or authorized menu items and services. There are no limits on our right to do so. Once a menu item, product, or service has become unauthorized, your Restaurant no longer may offer or sell it. You must operate the Restaurant in compliance with all applicable federal, state, and local laws, ordinances, and regulations.

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 or other agreement	Summary
a.	Length of the franchise term	3 of Agreement	5 years
b.	Renewal or extension of the term	3 of Agreement	You have no contractual right to renew or extend the term, although we and you may discuss the renewal possibility
c.	Requirements for franchisee to renew or extend	3 of Agreement	We will not agree to renew unless you correct all deficiencies in the Restaurant's operation that we identify and you agree to upgrade, remodel and redecorate the Restaurant to conform to the current image of a Chester's Restaurant and the System. Because you have no right to renew or extend the Agreement

	Provision	Section in franchise or other agreement	Summary
			term, if we decide to continue our relationship with you, we may choose to extend the existing Agreement's term for more time or have you sign our then current form of Agreement, the terms of which may differ materially from those in your existing Agreement
d.	Termination by franchisee	Not Applicable	You have no contractual right to terminate the Agreement
e.	Termination by franchisor without cause	Not Applicable	We may not terminate your Agreement without cause
f.	Termination by franchisor with cause	17 of Agreement	We can terminate only if you breach the Agreement
g.	"Cause" defined – curable defaults	17 of Agreement	You generally have 20 days to cure all defaults that by their nature can be cured
h.	"Cause" defined – non-curable defaults	16 and 17 of Agreement	Unapproved transfers are not curable defaults
i.	Franchisee's obligations on termination/ non-renewal	18 of Agreement	Obligations include cease operating Restaurant and representing yourself as present or former franchisee; cease using confidential information, Marks, and trade dress; complete de-identification; and payment of amounts due
j.	Assignment of contract by franchisor	16 of Agreement	No restriction on our right to assign; we may assign without your approval
k.	"Transfer" by franchisee – defined	16 of Agreement	Includes transfer of Agreement, your controlling ownership interest, and your actual management control
l.	Franchisor approval of transfer by franchisee	16 of Agreement	You may not transfer without our prior written consent, which we may grant or withhold as we deem best
m.	Conditions for franchisor approval of transfer	16 of Agreement	Agreement does not specify any transfer conditions you must satisfy; we may grant or withhold approval of a proposed transfer as we deem best
n.	Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Agreement does not contain this right
o.	Franchisor's option to purchase franchisee's business	Not Applicable	Agreement does not contain this right

	Provision	Section in franchise or other agreement	Summary
p.	Death or disability of franchisee	Not Applicable	Agreement does not address this issue
q.	Non-competition covenants during the term of the franchise	Not Applicable	Agreement does not contain this provision
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Agreement does not contain this provision
s.	Modification of the agreement	22 of Agreement	No modifications generally unless signed by parties to Agreement, but we may change Manuals and standards, specifications, and operating procedures
t.	Integration/merger clause	22 of Agreement	Only the terms of the Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	Agreement does not contain this provision
v.	Choice of forum	Not Applicable	Agreement does not contain this provision
w.	Choice of law	25 of Agreement	Except for federal law, Alabama law applies (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item 19 contains information regarding the historical gross sales reported by franchisees of certain CHESTER'S Restaurants that operated for the full 2020 calendar year. All 924 reporting CHESTER'S Restaurants operated within a convenience store, supermarket, or travel plaza (a convenience store on an interstate or major highway that provides services to trucks as well as gas to

cars). These CHESTER'S Restaurants are referred to in this Item as "In-Store CHESTER'S Restaurants." As discussed elsewhere in this disclosure document, we also occasionally offer franchises for CHESTER'S Restaurants to be located in food court/strip mall locations and non-traditional locations (such as a sports arena or stadium). This Item does not contain information regarding those latter types of CHESTER'S Restaurants because they have characteristics that differentiate them materially from In-Store CHESTER'S Restaurants. (For instance, CHESTER'S Restaurants located in food court locations and other traditional strip center locations are much larger than In-Store CHESTER'S Restaurants.)

Chart A below reports the average and median daily gross sales (during 2020) for 924 franchised In-Store CHESTER'S Restaurants that were open during all of 2020. As mentioned below, there were a total of 1,186 franchised CHESTER'S Restaurants open as of the end of 2020. None of those operated in food court/strip mall locations and non-traditional locations (such as a sports arena or stadium). All of the 1186 locations were In-Store CHESTER'S Restaurants open as of the end of 2020. Of those 1,186 In-Store CHESTER'S Restaurants, 119 were open during all of 2020 (in Alabama, Arkansas, Arizona, California, Colorado, Florida, Georgia, Illinois, Iowa, Idaho, Indiana, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maine, Michigan, Mississippi, Missouri, Montana, Nebraska, New Jersey, Nevada, New York, North Dakota, Oklahoma, Pennsylvania, Puerto Rico, Tennessee, Texas, Virginia, Vermont, Washington, Wisconsin, Wyoming), but did not report their gross sales and therefore are excluded from Chart A. There were another 143 In-Store CHESTER'S Restaurants that opened during 2020 but were not open for the full year; therefore, they too are not included. (Also excluded are the 183 In-Store CHESTER'S Restaurants that closed during 2020, irrespective of when they opened (of which 0 operated for less than 12 months.) The 924 Restaurants whose average and median daily gross sales are disclosed in Chart A were located in the States of Alabama (15), Arizona (8), Arkansas (102), California (43), Colorado (13), Connecticut (3), Florida (10), Georgia (25), Idaho (2), Illinois (35), Indiana (20), Iowa (60), Kansas (36), Kentucky (30), Louisiana (15), Maine (30), Maryland (1), Massachusetts (7), Michigan (25), Minnesota (29), Mississippi (38), Missouri (50), Montana (13), Nebraska (36), Nevada (1), New Hampshire (7), New Jersey (2), New Mexico (8), New York (6), North Carolina (5), North Dakota (14), Ohio (11), Oklahoma (17), Oregon (7), Pennsylvania (13), Puerto Rico (3), South Carolina (7), South Dakota (15), Tennessee (27), Texas (65), Utah (2), Vermont (4), Virginia (6), Washington (18), West Virginia (12), Wisconsin (27), and Wyoming (6). These 924 CHESTER'S Restaurants had been open for an average of approximately 69.48 months and a median of approximately 64.5 months as of December 31, 2020. They averaged 700 square feet with a high of 1,200 square feet and a low of 600 square feet.

While these CHESTER'S Restaurants are not concentrated in a particular market area, you should consider the fact that the greater the number of Restaurants operating in a state or other market area, the greater the goodwill and public recognition of our trademarks in that area are likely to be. The lower the number of Restaurants operating in a state or other market area, the lesser the goodwill and public recognition of our trademarks in that area are likely to be. Positive goodwill and public recognition of trademarks likely will impact sales. You should consider the nature of the area in which you are interested in acquiring a franchise.

The figures below do not reflect the cost of sales, operating expenses, or other costs and expenses, such as sales tax, discounts, allowances, and returns, that must be deducted from the gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your CHESTER'S Restaurant. Franchisees or former franchisees, listed in the disclosure document, may be one source of this information.

As mentioned above, as of December 31, 2020, there were 1,186 franchised CHESTER'S Restaurants open and operating in the United States – all of those were In-Store CHESTER'S

Restaurants. There were another 56 Agreements signed as of December 31, 2020, for CHESTER'S Restaurants to be operated in the United States that were not yet open as of that date, all of which we expect to be In-Store CHESTER'S Restaurants. The gross sales of (a) the 143 franchised In-Store CHESTER'S Restaurants that opened during 2020 and therefore were not open during all of 2020, (b) the 119 franchised In-Store CHESTER'S Restaurants that were open during all of 2020 but did not report their gross sales, and (c) the 183 In-Store CHESTER'S Restaurants that closed during 2020 (of which 0 were open for less than 12 months) are not included in the average and median daily gross sales information provided in Chart A below.

Chart A below relates the average and median daily gross sales of the 924 franchised In-Store CHESTER'S Restaurants that were open and operating during all of 2020 and reported their gross sales. Gross sales are defined as all revenue the franchisee received from operating the Restaurant but excluding taxes, refunds, credits, and discounts. The daily gross sales for the one-year period ending December 31, 2020, for these locations ranged from a low of $82.16 to a high of $4,491.63 with an average of approximately $706.03 and a median of approximately $527.22.

CHART A

Average and Median Daily Gross Sales for In-Store CHESTER'S Restaurants
Open During all of 2020

	High	Low	Average	#/% Units Above Average	Median
Daily Gross Sales	$4,491	$82.16	$706.03	324/ 35.06%	$527.22

Note 1: Average and median daily gross sales are computed based upon the number of days each Restaurant reported to be open during 2020.

Note 2: We did not receive annual gross sales numbers from any Restaurant this year. Therefore, we cannot calculate the annual gross sales for Restaurants, as their hours and days of operation vary from location to location.

We will provide to all franchisees, in our capacity as franchisor, the same services that we provided to CHESTER'S Restaurants during 2020. However, we do not provide certain services to franchisees that the owner of a business normally provides, such as financing, accounting, legal, personnel, construction, and management services. The availability of these services to a franchisee, as well as their costs and quality, likely will affect operations. The In-Store CHESTER'S Restaurants referenced above offered the same products to the public as will new In-Store CHESTER'S Restaurants that franchisees will operate under the Agreement disclosed in this disclosure document.

Written substantiation of all financial performance information presented in this Item will be made available to you upon reasonable request.

Our management prepared this information based on daily gross sales reported by franchisees but did not independently audit that information. This schedule was prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his/her opinion with regard to their contents or form.

Some In-Store CHESTER'S Restaurants have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Blue Akers, 2020 Cahaba Road, Mountain Brook, Alabama 35213, (800) 646-9403, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31 in each year. These tables include all franchised CHESTER'S Restaurants, regardless of the types of locations in which they operate, because they operate under the same brand and sell the same products. (The tables do not include the Licensed Restaurants operated by retail foodservice businesses under the "CHESTER FRIED Total Program."

Table No. 1

Systemwide Outlet Summary
For years 2018 to 2020

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2018	1067	1182	+115
	2019	1182	1226	+44
	2020	1226	1186	-40
Company- Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets	2018	1067	1182	+115
	2019	1182	1226	+44
	2020	1226	1186	-40

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2018	0
	2019	0
	2020	0
Total	2018	0
	2019	0
	2020	0

Table No. 3

Status of Franchised Outlets
For years 2018 to 2020

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2018	25	5	0	0	0	1	29
	2019	29	5	0	2	0	4	28
	2020	28	4	0	0	0	11	21
Arizona	2018	7	0	0	0	0	0	7
	2019	7	2	0	0	0	0	9
	2020	9	0	0	0	0	0	9
Arkansas	2018	107	19	0	2	0	0	124
	2019	124	17	0	1	0	4	136
	2020	136	17	0	12	0	20	121
California	2018	36	15	0	0	0	1	50
	2019	50	13	0	0	0	1	62
	2020	62	12	0	1	0	10	63

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Colorado	2018	11	5	0	0	0	2	14
	2019	14	1	0	0	0	1	14
	2020	14	0	0	0	0	0	14
Connecticut	2018	3	0	0	1	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Florida	2018	9	5	0	0	0	2	12
	2019	12	2	0	1	0	1	12
	2020	12	1	0	0	0	1	12
Georgia	2018	31	8	0	0	0	4	35
	2019	35	6	0	2	0	4	35
	2020	35	8	0	1	0	5	37
Idaho	2018	5	1	0	1	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	0	0	1	0	1	3
Illinois	2018	51	3	0	12	0	0	42
	2019	42	3	0	2	0	1	42
	2020	42	6	0	0	0	2	46
Indiana	2018	24	3	0	4	0	0	23
	2019	23	0	0	0	0	0	23
	2020	23	3	0	0	0	1	25
Iowa	2018	67	9	0	1	0	4	71
	2019	71	2	0	0	0	8	65
	2020	65	4	0	0	0	1	68
Kansas	2018	38	3	0	0	0	1	40
	2019	40	3	0	1	0	3	39
	2020	39	3	0	0	0	1	41

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Kentucky	2018	38	4	0	1	0	2	39
	2019	39	5	0	1	0	4	39
	2020	39	3	0	0	0	5	37
Louisiana	2018	17	11	0	0	0	0	28
	2019	28	3	0	0	0	9	22
	2020	22	1	0	2	0	1	20
Maine	2018	23	3	0	1	0	1	24
	2019	24	12	0	2	0	1	33
	2020	33	1	0	0	0	2	32
Maryland	2018	2	0	0	0	0	1	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Massachusetts	2018	6	1	0	1	0	1	5
	2019	5	8	0	2	0	0	11
	2020	11	7	0	0	0	3	15
Michigan	2018	20	4	0	0	0	2	22
	2019	22	14	0	0	0	4	32
	2020	32	5	0	1	0	2	34
Minnesota	2018	26	3	0	0	0	1	28
	2019	28	2	0	0	0	0	30
	2020	30	1	0	0	0	1	30
Mississippi	2018	51	9	0	1	0	3	56
	2019	56	9	0	1	0	4	60
	2020	60	6	0	5	0	13	48
Missouri	2018	64	5	0	3	0	3	63
	2019	63	4	0	1	0	5	61
	2020	61	5	0	0	0	2	64

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Montana	2018	22	1	0	1	0	0	22
	2019	22	0	0	0	0	1	21
	2020	21	0	0	1	0	4	16
Nebraska	2018	35	4	0	0	0	1	38
	2019	38	3	0	0	0	1	40
	2020	40	5	0	0	0	2	43
Nevada	2018	2	2	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	1	0	1	2
New Hampshire	2018	7	2	0	0	0	1	8
	2019	8	0	0	0	0	1	7
	2020	7	0	0	0	0	0	7
New Jersey	2018	2	2	0	0	0	1	3
	2019	3	0	0	0	0	1	2
	2020	2	1	0	0	0	0	3
New Mexico	2018	7	1	0	0	0	1	7
	2019	7	2	0	0	0	0	9
	2020	9	0	0	1	0	0	8
New York	2018	7	4	0	0	0	1	10
	2019	10	3	0	1	0	1	11
	2020	11	1	0	0	0	2	10
North Carolina	2018	5	2	0	0	0	0	7
	2019	7	2	0	1	0	1	7
	2020	7	0	0	1	0	1	5

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
North Dakota	2018	14	4	0	0	0	1	17
	2019	17	0	0	0	0	1	16
	2020	16	0	0	0	0	1	15
Ohio	2018	10	4	0	0	0	1	13
	2019	13	4	0	0	0	5	12
	2020	12	4	0	0	0	1	15
Oklahoma	2018	25	2	0	0	0	1	26
	2019	26	2	0	0	0	2	26
	2020	26	4	0	1	0	5	24
Oregon	2018	4	0	0	0	0	0	4
	2019	4	3	0	0	0	0	7
	2020	7	0	0	0	0	0	7
Pennsylvania	2018	23	6	0	0	0	0	29
	2019	29	9	0	1	0	10	27
	2020	27	3	0	0	0	8	22
Puerto Rico	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	2	0	0	2
South Carolina	2018	12	0	0	0	0	4	8
	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	1	7
South Dakota	2018	20	0	0	0	0	1	19
	2019	19	2	0	0	0	5	16
	2020	16	3	0	0	0	1	18

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Tennessee	2018	27	12	0	0	0	2	37
	2019	37	9	0	5	0	5	36
	2020	36	9	0	1	0	3	41
Texas	2018	97	16	0	4	0	6	103
	2019	103	19	0	6	0	5	111
	2020	111	12	0	0	0	29	94
Utah	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
St. Thomas, U.S. Virgin Islands	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	1	0	0	0
Vermont	2018	6	0	0	0	0	0	6
	2019	6	0	0	0	0	1	5
	2020	5	1	0	0	0	0	6
Virginia	2018	6	1	0	0	0	0	7
	2019	7	1	0	0	0	0	8
	2020	8	4	0	1	0	0	11
Washington	2018	17	6	0	0	0	1	22
	2019	22	3	0	0	0	2	23
	2020	23	6	0	1	0	3	25
West Virginia	2018	16	0	0	0	0	0	16
	2019	16	4	0	5	0	2	13
	2020	13	0	0	0	0	1	12

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi-nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons	Col. 9 Outlets at End of the Year
Wisconsin	2018	26	17	0	3	0	0	40
	2019	40	14	0	2	0	13	39
	2020	39	1	0	0	0	2	38
Wyoming	2018	10	0	0	0	0	0	10
	2019	10	1	0	0	0	2	9
	2020	9	2	0	0	0	2	9
Totals	2018	1067	202	0	36	0	51	1182
	2019	1182	194	0	37	0	113	1226
	2020	1226	143	0	34	0	149	1186

Table No. 4

Status of Company-Owned Outlets
For years 2018 to 2020

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
All States	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Totals	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

Table No. 5

Projected Openings As of December 31, 2020

Column 1 State	Column 2 Agreements Signed But Restaurants Not Open	Column 3 Projected New Franchised Restaurants in the Next Fiscal Year	Column 4 Projected New Company-Owned Restaurants in the Next Fiscal Year
Alabama	0	3	0
Arkansas	3	8	0
Arizona	0	2	0
California	11	6	0
Connecticut	1	0	0
Florida	4	3	0
Georgia	2	3	0
Illinois	4	2	0
Indiana	2	2	0
Idaho	0	1	0
Iowa	1	2	0
Kansas	1	2	0
Kentucky	2	2	0
Louisiana	1	2	0
Maine	0	1	0
Massachusetts	0	1	0
Michigan	0	7	0
Minnesota	1	3	0
Mississippi	1	4	0
Missouri	1	3	0
Montana	0	1	0
Nebraska	0	2	0
New York	0	1	0
New Jersey	1	0	0
New Mexico	2	0	0
Nevada	1	0	0
North Carolina	1	4	0
Ohio	0	3	0
Oklahoma	1	2	0
Oregon	0	1	0
Pennsylvania	1	1	0
South Dakota	1	0	0
Tennessee	3	2	0
Texas	6	6	0

Column 1 State	Column 2 Agreements Signed But Restaurants Not Open	Column 3 Projected New Franchised Restaurants in the Next Fiscal Year	Column 4 Projected New Company-Owned Restaurants in the Next Fiscal Year
Utah	1	0	0
Virginia	0	2	0
Washington	1	4	0
Wisconsin	2	2	0
Totals	56	88	0

Exhibit E is a list of all CHESTER'S Restaurant franchisees and the addresses and telephone numbers of their Restaurants (or prospective Restaurants) as of December 31, 2020. The names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone numbers) of the 152 CHESTER'S Restaurant franchisees (covering the 183 Restaurants listed in Table 3 above) who had outlets terminated, cancelled, or not renewed or otherwise voluntarily or involuntarily ceased to do business under our Agreement from January 1, 2020 to December 31, 2020. There have been no franchisees who have not communicated with us within 10 weeks of this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the CHESTER'S franchise system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit D contains our audited balance sheets as of December 31, 2020, 2019, and 2018, and our audited statements of income, member equity, and cash flows for the fiscal years ended December 31, 2020, 2019, and 2018.

ITEM 22
CONTRACTS

The following agreements are Exhibits to this disclosure document:

Exhibit B — CHESTER'S Restaurant Agreement

Exhibit F — State-Specific Riders to CHESTER'S Restaurant Agreement

ITEM 23
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this disclosure document.

EXHIBIT A

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS

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

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

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

CALIFORNIA

Commissioner of Department of Financial Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

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

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego

1350 Front Street, Rm. 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

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

HAWAII

(for service of process)

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

(for other matters)

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

ILLINOIS

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

INDIANA

(for service of process)

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

(state agency)

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

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(for service of process)

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

(Administrator)

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

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

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

RHODE ISLAND

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

SOUTH DAKOTA

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

VIRGINIA

(for service of process)

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

(for other matters)

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

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

(for service of process)

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

(state administrator)

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

EXHIBIT B

CHESTER'S RESTAURANT AGREEMENT

CHESTER'S INTERNATIONAL, LLC
AGREEMENT FOR CHESTER'S IN-STORE RESTAURANT AND/OR
SUPERMARKET/NON-TRADITIONAL (NON-SUPERMARKET) LOCATIONS

This Restaurant-in-Store Agreement for Supermarket/Non-Traditional (Non-Supermarket) locations (the **"Agreement"**) is made and entered into as of _____, 20__, (**"Effective Date"**) between Chester's International, LLC, an Alabama limited liability company whose principal business address is 2020 Cahaba Road Mountain Brook, Alabama 35223 (**"we," "us," or "our"**), and _____ (**"you" or "your"**) for the following type of Restaurant to be operated at _____ (the **"Location"**):

[CHECK APPLICABLE BOX]

[ ] A CHESTER'S Restaurant-In-Store [ ] A CHESTER'S Non-Traditional Restaurant (Non-Supermarket)

[ ] A CHESTER'S Restaurant in Supermarket

1. **Chester's System**. We have developed and own a distinctive system (the **"Chester's System"**) for establishing and operating quick-service restaurants and "grab-n-go" concepts, including distinctive design, color schemes and layout; a special selection of menu items; procedures and techniques for food preparation, packaging, and presentation; methods of inventory and operation; and distinctive advertising and promotional programs; all of which we may change and further develop from time to time. We identify the Chester's System by certain trademarks and logos, including CHESTER'S® (**"Marks"**). You desire to operate the type of restaurant referenced above under the Chester's System and to obtain a license from us for that purpose.

2. **License Grant**. We hereby grant you the right and license, and you undertake the obligation, to operate the type of CHESTER'S restaurant referenced above (the **"Restaurant"**) at the Location for the term specified below in association with the Marks and in compliance with the Chester's System. This license is non-exclusive. You have no territorial protection. We and our affiliates reserve the right at all times during this Agreement's term to engage in any and all activities that we deem appropriate, at any time or place, without any restrictions.

3. **Term.** This Agreement's term is five (5) years from the date above. You agree to operate the Restaurant for the full five (5) year term. We and you may renew or extend the license at the end of the five (5) year term only upon mutual written consent, which neither party is required to give. We will not consent to such renewal or extension unless you correct any deficiencies in your operation of the Restaurant identified by us and you agree to upgrade, remodel and redecorate the premises of the Restaurant as specified by us to conform to the current image of a Chester's Restaurant and the Chester's System.

4. **Our Advice and Assistance**. We will provide an initial brand standard training program at the Location at our cost to instruct you and your employees on proper Restaurant procedures and techniques. We may provide additional training programs we deem appropriate. We will advise you as we deem appropriate regarding the Restaurant's operation and new developments, techniques, and improvements in areas of Restaurant management, food preparation, sales promotion, and service.

5. **Fees**. If you operate a CHESTER'S Restaurant in Supermarket, we do not charge you a training fee. If you operate a CHESTER'S Restaurant-In-Store or a CHESTER'S Non-Traditional Restaurant (Non-Supermarket), you agree to pay us a $3,500 training fee when you sign this Agreement. The training fee is not refundable under any circumstances, as it is earned upon receipt.

If you operate a CHESTER'S Restaurant-In-Store, a CHESTER'S Non-Traditional Restaurant (Non-Supermarket), or similar retail business you must pay us a fee of $175 three times per year on the dates we designate during the term of this Agreement by credit card or automated clearing house (**"ACH"**) transfer. This fee is for point-of-purchase materials that we will prepare and periodically send you. We may increase this fee to $200 from $175, effective immediately upon delivery of notice to you. If you operate a CHESTER'S Restaurant in Supermarket, we do not charge you any fee for point-of-purchase materials that we may prepare and periodically send you.

6. **Restaurant Development and Restaurant Readiness Review**. You are responsible for developing the Restaurant in compliance with the Chester's System and ensuring that all plans and specifications comply with our requirements, applicable laws, and lease requirements. You must provide, and we have the right to review and approve, all plans and specifications before you begin developing the Restaurant. You must buy or lease all required fixtures, furniture, equipment, and signs for the Restaurant and an opening inventory of required and authorized products, materials, and supplies. You may not open the Restaurant for business without our prior written approval, which approval is subject to your Restaurant's satisfactory completion of our restaurant readiness review assessment. If we determine in our sole judgment that we must undertake more than one restaurant readiness review for your Restaurant, then we may, at our option, charge you for the costs and expenses that we incur in conducting such restaurant readiness review beginning with the fourth (4th) such review. Our rights and remedies under the immediately preceding sentence are in addition to, and do not limit, our other rights and remedies under this Agreement and under applicable law. You also may not open the Restaurant for business until all construction requirements are satisfied. However, you must open the Restaurant for business within one hundred eighty (180) days after the date of this Agreement. You acknowledge that no approvals, consents, waivers, conditions, or the like by us or our agents or brokers (whether under this Section or otherwise) warrant the success of the Restaurant or the appropriateness or suitability of the particular items or matters so approved.

7. **Training**. Once we determine in our sole judgment that the Restaurant has satisfactorily completed our restaurant readiness review process, described in Section 6, then before the Restaurant may begin operations, certain of your employees (the number and level of which we may specify) must satisfactorily complete our initial brand standard training program at the Location. With our prior written approval, your trained managers may train new and additional Restaurant employees. We may charge you for additional or special guidance, assistance, or training you need or request.

8. **Operational Standards**. You must operate the Restaurant in compliance with our prescribed standards of quality, cleanliness, appearance, and service; maintain in sufficient supply, and use at all times, only the ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications; offer for sale only the menu items, products, and services that we have expressly approved in writing; discontinue selling any menu items, products, or services that we disapprove in writing; use only those methods of food handling, preparation, and packaging that we specify; and comply with all federal, state, and local laws, rules, and regulations.

9. **Sourcing**. You must purchase all food items, ingredients, equipment, furnishings, supplies, materials, and other items used or offered for sale at the Restaurant only from suppliers (including manufacturers, distributors, and other sources) that satisfy our then-current standards and specifications; possess adequate quality controls and capacity to supply your needs promptly and reliably; and have received our approval. With respect to our and our affiliates' trade secret or proprietary food products and other branded items, we have the right to limit suppliers to us, our affiliates and/or other specified exclusive sources, in which case you must acquire those trade secret or proprietary food products and other branded items during this Agreement's term only from us, our affiliates and/or the other specified exclusive sources at the prices we or they decide to charge. We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other licensees and to use all amounts we receive without restriction for any purposes we deem appropriate (unless we and our affiliates agree otherwise with the suppliers).

10. **Branded Items**. All advertising and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, and menus), forms, stationery, and other items used in connection with the Restaurant's operation must bear the Marks in the form, color, location, and manner we specify. If, at any time, we modify our standards for the Restaurant (to include remodeling or modernization measures) related or pertaining to signage, equipment, inventory, fixtures, accessory features, furnishings, design, layout, or maintenance (the **"Modifications"**), you agree to comply with and complete the Modifications within the timeframe we specify.

11. **Inspections**. We and our agents may enter the Location at any time during regular business hours to conduct inspections. You agree to cooperate with our representatives during those inspections.

12. **Use of Marks**. You may use only the Marks we designate and may use them only in the manner we authorize. You must obtain our prior written approval of all your proposed uses of the Marks. Your right to use the Marks ends automatically when this Agreement expires or is earlier terminated. We own all of the Marks and the goodwill associated with them and have the sole right to protect and defend them as we deem appropriate. You may never contest the validity or our ownership of the Marks.

13. **Manuals and Maintaining Confidentiality**. You will operate the Restaurant in compliance with our confidential manuals (the **"Manuals"**), which contain system standards, specifications, operating procedures, and rules, all of which we may modify periodically for business purposes. The Manuals and the information they contain are proprietary and confidential, and you must use reasonable efforts to maintain their confidentiality. You may not during or after this Agreement's term communicate, divulge, or use for anyone else's benefit any confidential information, knowledge, or know-how concerning the Chester's System. We and you agree that any materials, guidance or assistance that we provide with respect to employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials do not form part of the mandatory operational standards. You will determine to what extent, if any, these materials, guidance, or assistance should apply to your employees. You acknowledge that we do not dictate or control labor or employment matters for franchisees and their employees. You are solely responsible for determining the terms and conditions of employment for all of your employees, for all decisions concerning the hiring, firing and discipline of your employees, and for all other aspects of your Restaurant's labor relations and employment practices.

14. **Reporting**. You must send us quarterly reports regarding the Restaurant's sales, labor costs, and profits in the format we specify (other than employee-related information).

15. **Advertising**. If you operate a CHESTER'S Restaurant-In-Store, CHESTER'S Non-Traditional Restaurant (Non-Supermarket), or similar retail business (as opposed to a CHESTER'S Restaurant in Supermarket), you must advertise the Restaurant, at your own expense, on a reasonable number of DOT signs on nearby interstates. However, if no such DOT signs are available for such advertising activities as of this Agreement's Effective Date, you need not conduct this type of advertising until the DOT signs become available. We and you periodically will discuss and reasonably determine the availability of DOT signs for advertising. Regardless of where you operate your Restaurant, we may review and approve (or disapprove) all advertising and promotional materials you propose to use. You may not use any advertising or promotional materials that we have not approved or have disapproved. You may not develop, maintain, or authorize any website that mentions the Marks.

16. **Insurance**. You must obtain and maintain the types and amounts of insurance coverage appropriate in your market for the Restaurant's business activities, which must include at least $1 million of comprehensive general liability coverage.

17. **Assignment**. We may change our ownership or form and/or assign this Agreement to a third party without restriction. If we assign this Agreement, we will have no liability for events or performance arising after the effective date of the assignment. You may not transfer this Agreement without our prior written consent, which we may grant or withhold as we deem best. If your controlling ownership interest or actual management control is transferred, or if you sell substantially all of your assets, that will be considered a transfer of this Agreement for purposes of our approval rights. If such a transfer occurs without our approval, we may terminate this Agreement, effective immediately upon delivery of notice.

18. **Termination**. In addition to our termination rights in Section 17, we may terminate this Agreement, effective immediately upon delivery of notice to you, if you fail to comply with any provision of this Agreement and do not correct that failure within twenty (20) days after our delivery of notice of default. If your default is by nature non-curable, we may terminate this Agreement without giving you any opportunity to cure. You have no contractual right to terminate this Agreement.

19. **Post-Term Obligations**. When this Agreement expires or is terminated, you must immediately stop operating the Restaurant under the Chester's System and Marks; not thereafter represent to the public or hold yourself out as a present or former licensee of ours; immediately and permanently stop using any confidential methods, procedures, and techniques associated with the Chester's System and Marks; follow our instructions to de-identify the Restaurant from the Chester's System within the timeframe we specify; promptly pay all monies due to us and our affiliates; and immediately deliver to us (at no cost to us) all Manuals, brochures, invoices, and other materials bearing the Marks.

20. **Paying Taxes**. You must promptly pay when due all taxes incurred in operating the Restaurant. You agree to notify us in writing within 10 days after the commencement of any action, suit, or proceeding that may adversely affect the Restaurant's operation or financial condition or the Marks.

21. **Indemnification**. You agree to indemnify, defend, and hold harmless us and our officers, directors, owners, and employees against any and all claims and damages arising directly or indirectly from, as a result of, or in connection with your operation of the Restaurant (including attorneys' fees incurred in defending them). We and you are independent contractors; nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Restaurant personnel, and others as the Restaurant's independent owner and operator. You also agree to communicate clearly with your employees in employment agreements, manuals, handbooks, and other materials that you, and not us or our affiliates, are the employer of all Restaurant employees.

22. **Notices**. All notices and other formal communications required or permitted under this Agreement shall be in writing and deemed properly delivered (a) on the day delivered, if delivered personally, or (b) three (3) business days after being mailed, if mailed first class, postage prepaid, registered or certified mail, return receipt requested, or (c) one business day after drop-off, if sent via a reputable overnight courier service, to us at the address on page one of this Agreement or to you at the Location. Any party may change its address for notices by written notice given as provided in this section.

23. **Entire Agreement**. This Agreement and the Manuals (which may be periodically modified) constitute the entire, full, and complete agreement between us and you concerning the subject matter of this Agreement and supersede all prior agreements, no other representations having induced you to sign this Agreement. No amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to in writing by the parties' authorized officers or agents. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in our franchise disclosure document (if required to have been delivered to you).

24. **Severability**. If, for any reason, any provision or part of a provision in this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, that will not impair the operation of, or otherwise affect, the rest of this Agreement that remains intelligible, which will continue to be given full force and effect and bind the parties.

25. **Waiver of Punitive Damages and Jury Trial**. EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS, AND EXCEPT FOR OUR CLAIMS AGAINST YOU FOR MIS-USE OF OUR INTELLECTUAL PROPERTY, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

26. **Governing Law**. Except to the extent governed by United States federal law, this Agreement, the license, and all claims arising from or relating to the relationship between you and us shall be governed, interpreted, and construed under the laws of the State of Alabama, without reference to principles of conflicts of law. However, if the laws of the state where the Restaurant is located require interpretation and construction of this Agreement pursuant to the laws of that state, then this Agreement shall be deemed modified to comply with the applicable provision of that state law regarding such interpretation and construction.

27. **Additional Representations**.

[YOU ARE TO INITIAL THE FOLLOWING REPRESENTATIONS ONLY IF BOTH ARE APPLICABLE]

____ You represent as of the date of this Agreement that you, any of your current directors or principal officers, or any current directors or principal officers of your parent or affiliate has more than two (2) years of experience at any time in the past in the same type of business represented by this Agreement.

____ We and you have a reasonable basis to anticipate, as of the date of this Agreement, that your sales arising from our relationship with you will not exceed 20% of your total dollar value in sales during the first year of your operation under this Agreement and indefinitely afterward.

By initialing the two (2) representations above, you acknowledge that we are entering into this Agreement in reliance on your representations.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement on the day and year first above written.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company

By:_____

Title

Dated

LICENSEE:_____
Company Name

By:_____

Printed Name

Title

Dated

EXHIBIT C

TABLES OF CONTENTS OF MANUALS

CHESTER'S OPERATIONS MANUAL

TABLE OF CONTENTS

1. Section 1 – Personnel Management – 40 pages
2. Section 2 – Financial Management – 29 pages
3. Section 3 – Store Control – 21 pages
4. Section 4 – Prep Procedures – 19 pages
5. Section 5 – Customer Service – 19 pages
6. Section 6 – Sanitation and Cleaning – 29 pages

Templates Included:

Temperature Log Breakfast and Lunch – 2 pages

Manager's Walk Checklist – 1 page

Opening and Closing Checklist – 1 page

Total Pages: 157

EXHIBIT D

FINANCIAL STATEMENTS

Chester's International, LLC

Financial Statements
and
Additional Information
for the Years Ended
December 31, 2020 and 2019

CHESTER'S INTERNATIONAL, LLC

Contents

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Independent Auditors' Report on Additional Information	15
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Parker, Gill, Eisen
& Stevenson, P.C.
Certified Public Accountants

MEMBER
AMERICAN INSTITUTE
OF CERTIFIED PUBLIC
ACCOUNTANTS

MEMBER
ALABAMA SOCIETY
OF CERTIFIED PUBLIC
ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Chester's International, LLC
Montgomery, Alabama

We have audited the accompanying financial statements of Chester's International, LLC, which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Chester's International, LLC, as of December 31, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Parker, Gill, Bisen
& Stevenson, P.C.

Montgomery, Alabama
April 9, 2021

CHESTER'S INTERNATIONAL, LLC

Balance Sheets
For the Years Ended December 31, 2020 and 2019

Assets

	2020	2019
Current assets		
Cash and cash equivalents	$ 1,248,418	$ 1,205,899
Accounts receivable, net of allowance for doubtful accounts	4,117,080	3,471,085
Due from related parties	77,330	59,967
Inventories	643,580	808,660
Prepaid expenses	107,579	108,403
Total current assets	6,193,987	5,654,014
Property and equipment		
Furniture and equipment	439,166	430,806
Vehicles	53,165	13,165
Construction in progress	34,295	-
	526,626	443,971
Less accumulated depreciation	(401,090)	(348,710)
Net property and equipment	125,536	95,261
Other assets		
Intangible assets, net of accumulated amortization	2,623,519	2,971,596
	$ 8,943,042	$ 8,720,871

Liabilities and Members' Equity

	2020	2019
Current liabilities		
Current maturities of long-term debt	$ 422,739	$ 611,216
Accounts payable	1,575,899	1,607,223
Accrued liabilities	993,906	1,074,857
Equipment deposits	276,721	613,490
Current portion of deferred franchise fees	27,170	65,780
Total current liabilities	3,296,435	3,972,566
Other liabilities		
Deferred franchise fees, net of current portion	460,202	465,438
Long-term debt less current maturities	3,736,009	3,947,858
Total long-term liabilities	4,196,211	4,413,296
Members' equity		
Partners' capital	1,450,396	335,009
	$ 8,943,042	$ 8,720,871

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Statements of Income
For the Years Ended December 31, 2020 and 2019

	2020	2019
Sales	$ 35,787,181	$ 36,864,115
Less cost of sales	22,057,921	23,070,899
Gross Profit	13,729,260	13,793,216
Selling and administrative expenses	12,448,707	14,129,368
Operating income (loss)	1,280,553	(336,152)
Other income (expense)		
Franchise fees	244,996	328,716
Interest income	181	-
Other income	1,249,449	942,097
Shared expense revenue	(119,618)	196,550
Interest expense	(210,889)	(227,509)
	1,164,119	1,239,854
Net income	$ 2,444,672	$ 903,702

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Statements of Members' Equity
For the Years Ended December 31, 2020 and 2019

	2020	2019
Beginning of period balance	$ 335,009	$ 595,023
Modified retrospective approach adjustment for the implementation of ASC 606	-	(497,734)
Net income	2,444,672	903,702
Distributions	(1,329,285)	(665,982)
End of period balance	$ 1,450,396	$ 335,009

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Statements of Cash Flows
For the Years Ended December 31, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Net income	$ 2,444,672	$ 903,702
Adjustments to reconcile net income to cash provided by operating activities		
Modified retrospective approach adjustment for the implementation of ASC 606	-	(497,734)
Amortization and depreciation	400,457	427,767
Loss on disposal of assets	-	(701)
Increase in accounts receivable	(663,358)	(219,310)
Decrease (increase) in inventory	165,080	(66,179)
Decrease (increase) in prepaid expenses	824	(14,246)
Decrease in accounts payable	(31,324)	(316,030)
Decrease in accrued liabilities	(80,951)	(82,788)
Increase (decrease) in deferred revenue	(380,615)	306,652
Net cash provided by operating activities	1,854,785	441,133
Cash flows from investing activities		
Purchase of equipment	(82,655)	-
Net cash used for investing activities	(82,655)	-
Cash flows from financing activities		
Bank Borrowings	-	1,958,940
Redemption financing	-	2,340,438
Repayment to bank	(400,326)	(281,364)
Distributions to members	(1,329,285)	(665,982)
Payments on buyouts	-	(2,456,250)
Net cash (used) provided by for financing activities	(1,729,611)	895,782
Net increase in cash	42,519	1,336,915
Cash and cash equivalents at beginning of year	1,205,899	(131,016)
Cash and cash equivalents at end of year	$ 1,248,418	$ 1,205,899

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Notes to Financial Statements
December 31, 2020 and 2019

NOTE 1 - Summary of significant accounting policies

Nature of business

Chester's International, LLC distributes breading products and packaging supplies which are marketed throughout the United States and abroad.

Basis of accounting

The Company maintains its accounting records and prepares its financial statements on the accrual basis.

The preparation of financial statements in conformity with generally accepted accounting principles 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue is measured based on a consideration specified in a contract with a customer, and excludes any sales incentives. The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a customer.

Taxes assessed by a government authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

The Company adopted the requirements of the new guidance under ASC 606 as of January 1, 2019, utilizing the modified retrospective method of transition. As a result of the adoption, the Company recorded a cumulative adjustment to members' equity as of January 1, 2019. The Company applied the new guidance using the practical expedient provided under Topic 606 which allows the guidance to only be applied to contracts that were not complete as of January 1, 2019. This resulted in changes to accounting policies for revenue recognition, contract liabilities detailed below.

Previously, the Company recognized revenue for all products when the customers took delivery of the products and formally accepted them. Under Topic 606, the Company recognizes revenue when a customer obtains control over the product. Customers do not take control of the product until it is completed and shipped. Therefore, the Company continues to recognize revenue for such contracts when products are delivered to customers and customers formally accept them. Franchise fee agreements are for a term of 5 years. Franchise start-up fees are due and payable upon signing of the agreement and are nonrefundable and the Company will recognize the revenue from these franchise fees over the five-year life of the contract with the franchisee. The impact of adopting the guidance was an increase of $27,916 to revenue from deferred revenues over the five-year term of the contract. There were no charges to expenses when implementing this guidance.

NOTE 1 - Summary of significant accounting policies (continued)

The modified retrospective method of transition requires the Company to disclose the effect of applying the new guidance on each line item that is included in our 2019 financial statements. The table below represents the balance sheet line items that were affected, the amounts that would have been reported under the former guidance, the effect of the new guidance, and the balances reported under the new guidance for December 31, 2019.

	Amount that would have been reported	Effects of Applying New Guidance	As Reported
Assets	$ -	$ -	$ -
Liabilities			
Deferred franchise fees	61,400	497,734	531,218
Members' equity	595,023	(497,734)	97,289

The table below represents the statement of income and members' equity line items that were affected, the amounts that would have been reported under the former guidance, the effect of the new guidance, and the balances reported under the new guidance for December 31, 2019.

	Amount that would have been reported	Effects of Applying New Guidance	As Reported
Revenues			
Franchise revenues	$ 300,800	$ 27,916	$ 328,716
Net income	875,786	27,916	903,702

The following is the realization of deferred revenue related to the Company for the year ended December 31, 2020:

For the Year Ending December 31,

2021	$ 41,820
2022	41,820
2023	41,820
2024	41,820
	$ 167,280

NOTE 1 - Summary of significant accounting policies (continued)

Advertising

Costs for print media advertising are expensed when incurred.

Cash equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Inventories

Raw materials, work in progress, and finished goods inventories are stated at the lower of cost or market determined by the first-in, first-out method. Finished goods inventories are valued at production costs represented by materials, labor and overhead.

Property, plant and equipment

Property, plant and equipment items are carried at cost. Depreciation is charged to income over the estimated useful lives of the assets using straight-line and accelerated methods. Repairs and maintenance are charged to expense as incurred and renewals and betterments are capitalized.

NOTE 2 - Accounts receivable

Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. Management analyzes delinquent receivables on a continuing basis and, once any receivables are determined to be uncollectible, they are written off through a charge against the allowance. Accounts receivable are shown, net of allowances for doubtful accounts, from the following sources:

	2020	2019
Trade	$ 4,158,567	$ 3,506,318
Less allowance for doubtful accounts	(41,487)	(35,233)
	$ 4,117,080	$ 3,471,085

NOTE 3 - Inventories

Inventories consist of the following:

	2020	2019
Raw materials	$ -	$ -
Work in process	-	-
Finished goods	643,580	808,660
	$ 643,580	$ 808,660

NOTE 4 - Intangible assets

Intangible assets at December 31 consist of the following items:

	2020	2019
Copyrights, patents	$ 757,647	$ 757,647
Non-compete agreements	1,487,074	1,487,074
Goodwill	3,227,314	3,227,314
Less accumulated amortization	(2,848,516)	(2,500,440)
	$ 2,623,519	$ 2,971,596

Copyrights and patents are amortized using estimated useful lives of from 15-20 years. Non-compete agreements are amortized over the term of the agreement 24 months or 36 months. Goodwill is amortized over a 10-year period.

NOTE 5 - Long-term debt

Long-term debt is comprised of the following:

	2020	2019
Commercial loan payable to ServisFirst Bank with interest payable at 5%. The note matures in December 2023, collateralized by accounts receivable, inventory, assets	2,095,145	2,302,172

NOTE 5 – Long-term debt (continued)

	2020	2019
Term B note payable to ServisFirst Bank with interest payable at 4.5%. Matures in October 2024, collateralized by accounts receivable, fixed assets and inventory	2,063,603	2,256,902
	4,158,748	4,559,074
Less current maturities	422,739	611,216
	$ 3,736,009	$ 3,947,858

Maturities of long-term debt are as follows:

2021	$ 422,739
2022	443,306
2023	1,867,358
2024	1,425,345
	$ 4,158,748

NOTE 6 – Operating leases

At December 2020 the Company leased five copiers on a month-to-month basis.

In January 2017 the Company entered into a shopping center lease for space to be used as a restaurant/test kitchen. The lease terminates in January 2021 with monthly payments of $4,284, which increase at the rate of 2% of base per year. The lease is renewable for two periods of three years each.

Future minimum rental amounts are $53,052, $53,927, and $51,408, respectively, from 2021 through 2023.

NOTE 7 – Profit-sharing plan

The Company provides retirement benefits covering all of its employees over age 21 through the Giles Management, Inc. 401(k) and Profit-Sharing Plan. Contributions to the plan are funded with current or accumulated earnings and profits. Contributions totaled $27,474 for 2020 and $23,190 for 2019.

NOTE 8 – Supplemental disclosure of cash flow information

The following amounts of cash were paid for interest and income taxes:

	2020	2019
Interest	$ 210,889	$ 227,494
Income taxes	$ -	$ -

NOTE 9 – Concentrations

The Company sells food products and supplies to customers in the food service industry and extends credit based on an evaluation of the customer's financial condition. Exposure to loss on receivables is principally dependent on each customer's financial condition. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses. Approximately 86% of outstanding trade receivables are owed by three customers.

Materials are purchased from various suppliers with no one supplier being predominant.

NOTE 10 - Income taxes

The Company has elected to be taxed as a partnership for federal and state income tax purposes. The election shifts responsibility for payment of income taxes to the member partners. No provision for income tax has been included in these financial statements. The tax years 2017, 2018, and 2019 remain subject to examination by major tax jurisdictions.

NOTE 11 – Franchise fees

Chester's International, LLC sells "Restaurant-in-Store" and "In-Line-Restaurant" franchises which entitles the franchisee to use proprietary trademarks, and the "Chester's System" for the business of operating a restaurant. Under its franchise agreement, the Company provides initial training opening assistance, and ongoing operational and marketing support services. The amount of this obligation at December 31, 2020 and 2019 is $101,300 and $61,400, respectively, booked as deferred revenue. The remaining amount of deferred revenue represents down payments on equipment sales.

There were seventy-seven franchises sold in 2020 and one hundred ninety-two sold in 2019. There were 1,186 franchises in operation at December 31, 2020 with no franchisor-owned outlets in operation.

NOTE 12 - Related party transactions

Chester's International, LLC is related to Wynn's Grain & Spice, LLC; Liberte Management, Inc; BirdShack, LLC; Perennial, LLC; and Giles Management, Inc. through common ownership.

BirdShack, LLC reported no transactions for 2020 or 2019.

Related party transactions consist of the following:

	2020	2019
Related party (payables) receivables	$ 54,257	$ 222,215
Related party sales	$ -	$ 56,777
Related party purchases	$ 7,390,356	$ 7,848,456
Related party rent	$ 530,405	$ 689,500
Related party management Expense (revenue)	$ 119,618	$ (196,550)

NOTE 13 - Contingencies and commitments

Included in the credit agreement with ServisFirst Bank, which was executed in March 2015, is a commitment by ServisFirst Bank to provide a letter of credit totaling $100,000.

NOTE 14 - Subsequent events

Subsequent events have been considered through the audit report date of April 9, 2021 which is the date financial statements were available to be issued.

Additional Information

CHESTER'S INTERNATIONAL, LLC

Selling and Administrative Expenses
For the Years Ended December 31, 2020 and 2019

	2020	2019
Advertising	$ 650,798	$ 389,155
Amortization	348,078	364,162
Auto expense	15,900	-
Bad debt expense	21,640	1,469
Bank charges	44,396	43,330
Consulting	632,115	270,111
Contract labor	111,053	62,295
Computer expense	702,106	670,037
Depreciation	52,379	63,605
Donations	2,321	26,182
Dues and subscriptions	32,971	31,562
Employee benefits	27,474	23,190
Freight	126,641	216,176
Group insurance	398,651	373,932
Insurance	231,552	224,971
Licenses	114,450	112,052
Exchange rate loss	42,388	28,610
Miscellaneous	79,202	25,141
Meals and entertainment	89,198	146,160
Office expense	194,549	170,521
Payroll taxes	297,244	297,601
Personnel	115,510	188,206
Postage	31,472	31,853
Professional fees	161,199	212,720
Repairs	110,720	74,423
Rent	757,316	873,342
Salaries	3,676,808	4,692,965
Sales expense	2,657,684	3,249,732
Telephone	100,027	99,717
Trade show	154,358	342,508
Training	8,895	10,699
Travel	405,317	755,397
Utilities	54,295	57,544
	$ 12,448,707	$ 14,129,368

See report on additional information.

Chester's International, LLC

Financial Statements
and
Additional Information
for the Years Ended
December 31, 2019 and 2018

CHESTER'S INTERNATIONAL, LLC

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Parker, Gill, Eisen
& Stevenson, P.C.
Certified Public Accountants

MEMBER
AMERICAN INSTITUTE
OF CERTIFIED PUBLIC
ACCOUNTANTS

MEMBER
ALABAMA SOCIETY
OF CERTIFIED PUBLIC
ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Chester's International, LLC
Montgomery, Alabama

We have audited the accompanying financial statements of Chester's International, LLC, which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Chester's International, LLC, as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Parker, Gill, Kisen
& Stevenson, P.C.

Montgomery, Alabama
April 9, 2020

CHESTER'S INTERNATIONAL, LLC

Balance Sheets
For the Years Ended December 31, 2019 and 2018

Assets

	2019	2018
Current assets		
Cash and cash equivalents	$ 1,205,899	$ -
Accounts receivable, net of allowance for doubtful accounts	3,471,085	3,311,742
Due from related parties	59,967	-
Inventories	808,660	742,481
Prepaid expenses	108,403	94,157
Total current assets	5,654,014	4,148,380
Property and equipment		
Furniture and equipment	430,806	433,406
Vehicles	13,165	13,165
	443,971	446,571
Less accumulated depreciation	(348,710)	(288,406)
Net property and equipment	95,261	158,165
Other assets		
Intangible assets, net of accumulated amortization	2,971,596	3,335,758
	$ 8,720,871	$ 7,642,303

Liabilities and Members' Equity

	2019	2018
Current liabilities		
Cash overdraft	$ -	$ 131,016
Notes payable to bank	-	669,612
Current maturities of long-term debt	611,216	1,193,455
Accounts payable	1,607,223	1,291,193
Accrued liabilities	1,074,857	992,069
Equipment deposits	613,490	412,606
Current portion of deferred franchise fees	65,780	82,850
Total current liabilities	3,972,566	4,772,801
Other liabilities		
Deferred franchise fees, net of current portion	465,438	-
Long-term debt less current maturities	3,947,858	2,274,479
Total long-term liabilities	4,413,296	2,274,479
Members' equity		
Partners' capital	335,009	595,023
	$ 8,720,871	$ 7,642,303

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Statements of Income
For the Years Ended December 31, 2019 and 2018

	2019	2018
Sales	$ 36,864,115	$ 34,339,029
Less cost of sales	23,070,899	21,480,892
Gross Profit	13,793,216	12,858,137
Selling and administrative expenses	14,129,368	13,265,508
Operating income (loss)	(336,152)	(407,371)
Other income (expense)		
Franchise fees	328,716	270,480
Interest income	(15)	1,745
Royalty income	266,813	421,958
Other income	675,284	585,705
Shared expense revenue	196,550	427,650
Interest expense	(227,494)	(80,878)
	1,239,854	1,626,660
Net income	$ 903,702	$ 1,219,289

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Statements of Members' Equity
For the Years Ended December 31, 2019 and 2018

	2019	2018
Beginning of period balance	$ 595,023	$ 1,217,626
Modified retrospective approach adjustment for the implementation of ASC 606	(497,734)	-
Net income	903,702	1,219,289
Transfer financing	-	(501,751)
Distributions	(665,982)	(1,340,141)
End of period balance	$ 335,009	$ 595,023

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Statements of Cash Flows
For the Years Ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities		
Net income	$ 903,702	$ 1,219,289
Adjustments to reconcile net income to cash provided by operating activities		
Modified retrospective approach adjustment for the implementation of ASC 606	(497,734)	-
Amortization and depreciation	427,767	333,971
Loss on disposal of assets	(701)	-
Increase in accounts receivable	(219,310)	(109,354)
Increase in inventory	(66,179)	(210,127)
Increase in prepaid expenses	(14,246)	(50,263)
(Increase) decrease in accounts payable	(316,030)	425,657
Increase in accrued liabilities	(82,788)	(289,923)
Increase (decrease) in deferred revenue	306,652	(211,923)
Net cash provided by operating activities	441,133	1,107,327
Cash flows from investing activities		
Purchase of equipment	-	(56,285)
Partner interest redemption	-	(3,227,314)
Distributions to members	(665,982)	(1,340,141)
Net cash used for investing activities	(665,982)	(4,623,740)
Cash flows from financing activities		
Bank Borrowings	1,958,940	17,806,768
Redemption financing	2,340,438	3,456,250
Repayment to bank	(281,364)	(17,955,590)
Repayment on buyouts	(2,456,250)	(229,009)
Transfer financing to Wynn's Grain & Spice, LLC	-	(501,751)
Net cash provided by for financing activities	1,561,764	2,576,668
Net increase (decrease) in cash	1,336,915	(939,745)
Cash and cash equivalents at beginning of year	(131,016)	808,729
Cash and cash equivalents at end of year	$ 1,205,899	$ (131,016)

See accompanying notes to financial statements.

CHESTER'S INTERNATIONAL, LLC

Notes to Financial Statements
December 31, 2019 and 2018

NOTE 1 - Summary of significant accounting policies

Nature of business

Chester's International, LLC distributes breading products and packaging supplies which are marketed throughout the United States and abroad.

Basis of accounting

The Company maintains its accounting records and prepares its financial statements on the accrual basis.

The preparation of financial statements in conformity with generally accepted accounting principles 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue is measured based on a consideration specified in a contract with a customer, and excludes any sales incentives. The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a customer.

Taxes assessed by a government authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

The Company adopted the requirements of the new guidance under ASC 606 as of January 1, 2019, utilizing the modified retrospective method of transition. As a result of the adoption, the Company recorded a cumulative adjustment to members' equity as of January 1, 2019. The Company applied the new guidance using the practical expedient provided under Topic 606 which allows the guidance to only be applied to contracts that were not complete as of January 1, 2019. This resulted in changes to accounting policies for revenue recognition, contract liabilities detailed below.

Previously, the Company recognized revenue for all products when the customers took delivery of the products and formally accepted them. Under Topic 606, the Company recognizes revenue when a customer obtains control over the product. Customers do not take control of the product until it is completed and shipped. Therefore, the Company continues to recognize revenue for such contracts when products are delivered to customers and customers formally accept them. Franchise fee agreements are for a term of 5 years. Franchise start-up fees are due and payable upon signing of the agreement and are nonrefundable and the Company will recognize the revenue from these franchise fees over the five-year life of the contract with the franchisee. The impact of adopting the guidance was an increase of $27,916 to revenue from deferred revenues over the five-year term of the contract. There were no charges to expenses when implementing this guidance.

NOTE 1 - Summary of significant accounting policies (continued)

The modified retrospective method of transition requires the Company to disclose the effect of applying the new guidance on each line item that is included in our 2019 financial statements. The table below represents the balance sheet line items that were affected, the amounts that would have been reported under the former guidance, the effect of the new guidance, and the balances reported under the new guidance for December 31, 2019.

	Amount that would have been reported	Effects of Applying New Guidance	As Reported
Assets	$ -	$ -	$ -
Liabilities			
Deferred franchise fees	61,400	497,734	531,218
Members' equity	595,023	(497,734)	97,289

The table below represents the statement of income and members' equity line items that were affected, the amounts that would have been reported under the former guidance, the effect of the new guidance, and the balances reported under the new guidance for December 31, 2019.

	Amount that would have been reported	Effects of Applying New Guidance	As Reported
Revenues			
Franchise revenues	$ 300,800	$ 27,916	$ 328,716
Net income	875,786	27,916	903,702

The following is the realization of deferred revenue related to the Company for the year ended December 31, 2019:

For the Year Ending December 31,

2020	$ 56,570
2021	56,570
2022	56,570
2023	56,570
	$ 226,280

NOTE 1 - Summary of significant accounting policies (continued)

Advertising

Costs for print media advertising are expensed when incurred.

Cash equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Inventories

Raw materials, work in progress, and finished goods inventories are stated at the lower of cost or market determined by the first-in, first-out method. Finished goods inventories are valued at production costs represented by materials, labor and overhead.

Property, plant and equipment

Property, plant and equipment items are carried at cost. Depreciation is charged to income over the estimated useful lives of the assets using straight-line and accelerated methods. Repairs and maintenance are charged to expense as incurred and renewals and betterments are capitalized.

NOTE 2 - Accounts receivable

Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. Management analyzes delinquent receivables on a continuing basis and, once any receivables are determined to be uncollectible, they are written off through a charge against the allowance. Accounts receivable are shown, net of allowances for doubtful accounts, from the following sources:

	2019	2018
Trade	$ 3,506,318	$ 3,345,091
Less allowance for doubtful accounts	(35,233)	(33,349)
	$ 3,471,085	$ 3,311,742

NOTE 3 - Inventories

Inventories consist of the following:

	2019	2018
Raw materials	$ -	$ -
Work in process	-	-
Finished goods	808,660	742,481
	$ 808,660	$ 742,481

NOTE 4 - Intangible assets

Intangible assets at December 31 consist of the following items:

	2019	2018
Copyrights, patents	$ 757,647	$ 757,647
Non-compete agreements	1,487,074	1,487,074
Goodwill	3,227,314	3,227,314
Less accumulated amortization	(2,500,440)	(2,136,277)
	$ 2,971,596	$ 3,335,758

Copyrights and patents are amortized using estimated useful lives of from 15-20 years. Non-compete agreements are amortized over the term of the agreement 24 months or 36 months. Goodwill is amortized over a 10-year period.

NOTE 5 - Notes payable to bank

Notes payable consist of the following:

	2019	2018
Revolving loan line of credit payable to ServisFirst Bank with interest payable at prime, but not less than 6.1%. The note matures in January 2019 and is collateralized by accounts receivable and inventory.	$ -	$ 669,612

Interest costs were $227,494 for 2019 and $80,878 for 2018.

NOTE 6 – Long-term debt

Long-term debt is comprised of the following:

	2019	2018
Installment note payable to Ted W. and Donna B. Giles; monthly payments of $25,456 include interest at 4.5% due January 2029	$ -	$ 3,456,250
Commercial loan payable to ServisFirst Bank with interest payable at 5%. The note matures in December 2023, collateralized by accounts receivable, inventory, assets	2,302,172	-
Term B note payable to ServisFirst Bank with interest payable at 4.5%. Matures in October 2024, collateralized by accounts receivable, fixed assets and inventory	2,256,902	-
Installment note payable to HKE Solutions, LLC; monthly payments of $11,684 include no interest; due February 2019.	-	11,684
	4,559,074	3,467,934
Less current maturities	611,216	1,193,455
	$ 3,947,858	$ 2,274,479

Maturities of long-term debt are as follows:

2020	$ 611,216
2021	611,216
2022	611,216
2023	1,636,424
2024	1,089,022
	$ 4,559,074

NOTE 7 - Operating leases

At December 2019 the Company leased five copiers on a month-to-month basis.

In January 2017 the Company entered into a shopping center lease for space to be used as a restaurant/test kitchen. The lease terminates in January 2021 with monthly payments of $4,284, which increase at the rate of 2% of base per year. The lease is renewable for two periods of three years each.

Future minimum rental amounts are $53,052, $53,927, and $4,500, respectively, from 2019 through 2021.

NOTE 8 - Profit-sharing plan

The Company provides retirement benefits covering all of its employees over age 21 through the Giles Management, Inc. 401(k) and Profit-Sharing Plan. Contributions to the plan are funded with current or accumulated earnings and profits. Contributions totaled $23,190 for 2019 and $22,414 for 2018.

NOTE 9 - Supplemental disclosure of cash flow information

The following amounts of cash were paid for interest and income taxes:

	2019	2018
Interest	$ 227,494	$ 80,878
Income taxes	$ -	$ -

NOTE 10 - Concentrations

The Company sells food products and supplies to customers in the food service industry and extends credit based on an evaluation of the customer's financial condition. Exposure to loss on receivables is principally dependent on each customer's financial condition. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses. Approximately 86% of outstanding trade receivables are owed by three customers.

Materials are purchased from various suppliers with no one supplier being predominant.

NOTE 11 - Income taxes

The Company has elected to be taxed as a partnership for federal and state income tax purposes. The election shifts responsibility for payment of income taxes to the member partners. No provision for income tax has been included in these financial statements. The tax years 2016, 2017, and 2018 remain subject to examination by major tax jurisdictions.

NOTE 12 – Franchise fees

Chester's International, LLC sells "Restaurant-in-Store" and "In-Line-Restaurant" franchises which entitles the franchisee to use proprietary trademarks, and the "Chester's System" for the business of operating a restaurant. Under its franchise agreement, the Company provides initial training opening assistance, and ongoing operational and marketing support services. The amount of this obligation at December 31, 2019 and 2018 is $61,400 and $82,850, respectively, booked as deferred revenue. The remaining amount of deferred revenue represents down payments on equipment sales.

There were one hundred ninety-two franchises sold in 2019 and one hundred eighty-five sold in 2018. There were 1,226 franchises in operation at December 31, 2019 with no franchisor-owned outlets in operation.

NOTE 13 – Related party transactions

Chester's International, LLC is related to Wynn's Grain & Spice, LLC; Liberte Management, Inc; BirdShack, LLC; Perennial, LLC; and Giles Management, Inc. through common ownership.

BirdShack, LLC reported no transactions for 2019 or 2018.

Related party transactions consist of the following:

	2019	2018
Intercompany payables	$ 222,215	$ 128,325
Intercompany sales	$ 56,777	$ 259,636
Intercompany purchases	$ 7,848,456	$ 7,571,143
Intercompany rent	$ 689,500	$ 482,650
Intercompany management Expense (revenue)	$ (196,550)	$ (427,650)

NOTE 14 – Contingencies and commitments

Included in the credit agreement with ServisFirst Bank, which was executed in March 2015, is a commitment by ServisFirst Bank to provide a letter of credit totaling $100,000.

NOTE 15 – Subsequent events

Subsequent events have been considered through the audit report date of April 9, 2020 which is the date financial statements were available to be issued.

Additional Information

Parker, Gill, Eisen
& Stevenson, P.C.
Certified Public Accountants

MEMBER
AMERICAN INSTITUTE
OF CERTIFIED PUBLIC
ACCOUNTANTS

MEMBER
ALABAMA SOCIETY
OF CERTIFIED PUBLIC
ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

The Board of Directors
Chester's International, LLC
Montgomery, Alabama

Our report on our audit of the basic financial statements of Chester's International, LLC for 2019 and 2018 appears on page 1. The audits were made for the purpose of forming an opinion on the basic financial statements taken as a whole. The additional information on Schedule 1 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on it.

Parker, Gill, Eisen
& Stevenson, P.C.

Montgomery, Alabama
April 9, 2020

CHESTER'S INTERNATIONAL, LLC

Selling and Administrative Expenses
For the Years Ended December 31, 2019 and 2018

	2019	2018
Advertising	$ 389,155	$ 247,731
Amortization	364,162	270,740
Bad debt expense	1,469	87,507
Bank charges	43,330	53,812
Consulting	270,111	-
Contract labor	62,295	98,179
Computer expense	670,037	439,776
Depreciation	63,605	63,231
Donations	26,182	23,275
Dues and subscriptions	31,562	46,080
Employee benefits	23,190	22,414
Freight	216,176	269,181
Group insurance	373,932	313,726
Insurance	224,971	219,881
Licenses	112,052	76,305
Exchange rate loss	28,610	9,850
Miscellaneous	25,141	42,670
Meals and entertainment	146,160	139,904
Office expense	170,521	183,566
Payroll taxes	297,601	309,230
Personnel	188,206	121,181
Postage	31,853	37,962
Professional fees	212,720	302,517
Repairs	74,423	86,054
Rent	873,342	665,158
Salaries	4,692,965	4,689,062
Sales expense	3,249,732	3,039,266
Telephone	99,717	153,198
Trade show	342,508	413,686
Training	10,699	23,782
Travel	755,397	775,950
Utilities	57,544	40,634
	$ 14,129,368	$ 13,265,508

See report on additional information.

EXHIBIT E

LIST OF CHESTER'S RESTAURANT FRANCHISEES/
LIST OF FRANCHISEES LEAVING SYSTEM DURING PAST YEAR

List of Franchisees With Outlets Open as of December 31, 2020 Chester's Restaurants)

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Prem Properties dba Sun State Oil, Inc.	Kunal Kapadia	465 Opelika Rd	Auburn	AL	36830	407-575-5695	C Store
Wadsworth Grocery	Sunny Patel	2801 Hwy 143	Deatsville	AL	36022		C Store
Love's Travel Stops & Country Stores #773-Eutaw, AL	Eric Cornell	7561 Mesopotamia St.	Eutaw	AL	35462	205-372-9244	Travel Center
Purple Cow	Brad Finnan	16400 Hwy 43	Grove Hill	AL	36451	985-445-9171	C Store
Love's Country Store 718_Hope Hull_AL	Eric Cornell	1127 Tyson Rd	Hope Hull	AL	36043	334-280-0009	Travel Center
Jaisheet, LLC dba Kwik Serve	Krupesh Patel	4000 Troy Hwy	Montgomery	AL	36116	334-414-1293	C Store
Capitol Heights Mini Mart	Raj Patel	1705 Upper Wetumpka Rd	Montgomery	AL	36107	334-328-1928	C Store
Prem Properties dba Sun State Oil	Kunal Kapadia	4100 Atlanta Highway	Montgomery	AL	36109	407-385-1168	C Store
Prem Properties dba Sun State Oil	Kunal Kapadia	755 South Court Street	Montgomery	AL	36107	407-575-5685	C Store
Kwik Serve 3 dba Marathon	Manish Kanaparia	2585 CONG W.L. DICKINSON DRIVE	MONTGOMERY	AL	36109	973-444-4017	C Store
Sun State Oil, Inc.	Kunal Kapadia	1300 Eastern Blvd	Montgomery	AL	36123		C Store
Prem Properties dba Sunstate Oil - Columbus Pkwy	Kunal Kapadia	1405 Columbus Parkway	Opelika	AL	36804	407-385-1168	C Store
Major Oil Co.	Ben McNeill	1719 Hwy 82 West	Prattville	AL	36067	334-834-3611	C Store
BIM, Inc. dba Breeze In Mart #3	Jimmy Miller	2552 S AL-109	Rehobeth	AL	36301	334-798-0067	C Store
Oasis Travel Center	Michael Ouimet	27801 County Road 64	Robertsdale	AL	36567	860-747-6782 ext 223	Travel Center
Store Associates, LLC dba Shoppers Stop # 163	Dhiren Mehta	215 W Highland Ave	Selma	AL	36701	334-309-6360	C Store
Love's Travel Stops & Country Store #774_Smiths Station_AL	Eric Cornell	747 Lee Rd. 248	Smiths Station	AL	36877	800-388-0983	C Store
Love's Country Store 304_Steele_AL	Eric Cornell	905 Steele Station Rd	Steele	AL	35987	256-538-1964	Travel Center
Union Springs LLC	Danny Patel	404 Conecuh Ave E	Union Springs	AL	36089	201-936-2984	C Store
JaiKru, LLC dba Kwik Sack	Krupesh Patel	597 Coosa River Parkway	Wetumpka	AL	36092	334-414-1293	C Store
Love's Country Store 624_Prichard_AL	Eric Cornell	2600 W I-65 Service Rd N	Whistler	AL	36612	251-330-2991	Travel Center

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Love's Country Store 635_Alma_AR	Eric Cornell	8060 Hwy 282	Alma	AR	72921	479-632-0587	Travel Center
Saniya Store Inc. dba Blackwell Food Mart	Akbar Pabani	100 Fish Lake Rd	Atkins	AR	72823	501-397-6200	C Store
Zoya Mart, LlC	Majid Wahid Khan	1209 N Church St	Atkins	AR	72823	479-641-0188	C Store
Littlefield Retail Group	Aaron LittleField	142 Highway 167 North	Bald Knob	AR	72010	4-790-646-0595	C Store
Hawgs Exxon	Darren Lillard	1135 North St. Louis	Batesville	AR	72501	870-612-8661	C Store
Littlefield Retail Group dba Littlefield Express	Aaron Littlefield	1950 Batesville Blvd	Batesville	AR	72501-7896	870-251-1119	C Store
Jordan's Kwik Stops 51	jackie Mcclure	108 North Bay Dr	Bay	AR	72411	501-243-6243 - Cell	C Store
Jordan's Kwik Stop #30	Jackie McClure	101 W Dewitt Henry Drive	Beebe	AR	72012	870-243-6243	C Store
ABDTD Investment LLC dba Longhills Food Mart	Johnny & Paul Singh	3820 Congo Rd	Benton	AR	72019	501-366-6204	C Store
TT Mart, Inc.	Mubeen Jahangir	15536 I-30	Benton	AR	72019	903-908-1731	C Store
Dalton Petroleum, Inc. dba Quik Stop #300	Bruce Gibbons	1511 East Main St.	Blytheville	AR	72315	573-888-0120	C Store
Quick Food & Gas Services LLC dba Brinkley Exxon	Farooq Zareem	1414 N Main St	Brinkley	AR	72021	870-589-2269	C Store
Jordan's Kwik Stop #25	Jackie McClure	8222 Hwy 49 N	Brookland	AR	72417	870-243-6243	C Store
GES, Inc. dba Edwards Food Giant - Bryant	Gary Proffitt	2203 N. Reynolds Road	Bryant	AR	72022	501-278-0889	Supermarket
B-H-T Investment Company, Inc. dba Doublebee's #132	Whitney Adams	111 Bill Foster Memorial Highway	Cabot	AR	72023	501-279-7663	C Store
Samaya Enterprises dba Cabot Food & Fuel	Sam Merchant	9909 Hwy 5	Cabot	AR	72023	501-732-6585	C Store
Calico Rock Gas N Go, LLC	Asif Hemidani	2100 Highway 56C	Calico Rock	AR	72519	870-297-8602 Store	C Store
Express Lane	Manpreet Singh	179 South Street	Camden	AR	71701	870-231-4400	C Store
B-H-T Investment Company, Inc. dba Doublebee's #109	Whitney Adams	1590 Bank Head Rd.	Carlisle	AR	72024	501-279-7663	C Store
Jordan's Kwik Stop #40	Jackie McClure	4673 Hwy. 18	Cash	AR	72421	870-243-6243	C Store
B-H-T Investment Company, Inc. dba Doublebee's #130	Whitney Adams	837 North Main St.	Cave City	AR	72521	501-279-7663	C Store
C & Z LLC dba Center Ridge Grocery	Zia Cheema	5758 Hwy 9	Center Ridge	AR	72027	501-893-2211	C Store
Jordan's Kwik Stop #55	Jackie Robert McClure	3806 Hwy 1	Cherry Valley	AR	72324	870-578-9585	C Store
DG Miller LLC dba Choctaw Shell	donnie miller	4801 HWY 65 S	Choctaw	AR	72028	501-745-3188	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
ADSH LLC Coal Hill	Sadiq Ali	492 US 64	Coal Hill	AR	72832	501-679-7070	C Store
Jordan's Kwik Stop 57	Jackie McClure	8878 Hwy 1 N	Colt	AR	72326		C Store
B-H-T Investment Co., Inc. dba Doublebee's dba Doublebee's #110	Whitney Adams	473 Hwy 64 East	Conway	AR	72032	501-279-7663	C Store
DG Miller LLC dba Superstop 462	Donnie Miller	375 East Oak St.	Conway	AR	72032	501-327-2087	C Store
DG Miller, LLC dba Bears Den Grocery	Donnie Miller	2890 Dave Ward Dr.	Conway	AR	72034	501-329-5916	C Store
Bullocks Conway	Jahangir Yousaf	646 S Harkrider	Conway	AR	72032	501-327-4949	C Store
Bano Inc. dba MH Mart	Izhar Haq	270 Hwy 65 N	Conway	AR	72032	501358-6320	C Store
Snappy Mart Properties LLC dba Lake Conway Bear's Den	Donnie Miller	284 AR-365	Conway	AR	72032	501-358-8026	C Store
Jordan's Kwik Stop 62	Jackie Robert McClure	7611 Hwy 64	Crawfordsville	AR	72327	870-578-9585	C Store
VKR Denville Enterprises, LLC	Asad Sheikh	501 Main St	Danville	AR	72833		C Store
Saints, LLC dba Tiger Mart 105	Alex Etayyim	201 Union Street	Dardanelle	AR	72834	479-229-2232	C Store
Conoco 1 Stop	Rick Duffield	1723 Whitehead Drive	De Witt	AR	72042	870-946-2081	C Store
Gilani El Paso Properties, LLC DBA El Paso Exxon Food Mart	Sherali Gilani	3097 Hwy 5	El Paso	AR	72045	501-796-2696	C Store
Flash Market #188	Keith Brown	2510 Huntsville Road	Fayetteville	AR	72701	870-732-2242	C Store
Jordan's Kwik Stop #58	Jackie Robert McClure	2319 N Washington St	Forrest City	AR	72335	870-578-9585	C Store
Jordan's Kwik Stop 59	Jackie McClure	940 E Broadway	Forrest City	AR	72335		C Store
Littlefield Retail Group	Aaron LittleField	3403 Cavanaugh Rd	Fort Smith	AR	72908	479-646-0595	C Store
Allen's Burger Center	Donna Woolfley	501 US Hwy 71	Fouke	AR	71837	870-653-6610	Other
Gassville Gas N Go LLC	Shashi Goel	728 E Main St	Gassville	AR	72635	870-435-2100	C Store
Racehorse	Anne Garton	420 N. First Street	Glenwood	AR	71943	870-356-2922	C Store
Lion Stop	Ricky	601 1st Ave SW	Gravette	AR	72736	479-787-1007	C Store
GES, Inc. dba Edwards Food Giant	Gary Proffitt	605 N. Illinois	Harrisburg	AR	72432	501-278-0889	Supermarket
Jordan's Kwik Stop #9	Jackie McClure	900 East Jackson	Harrisburg	AR	72432	870-243-6243	C Store
H & N Stores #1	Donald & Tracey Nimock	282 Hwy 11 North	Hazen	AR	72064	870-255-3414	C Store
Prairie Farmers Express	Troy Young	17 Hwy 70	Hazen	AR	72064	870-255-4815	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
		West					
Love's Country Store 759_Hazen_AR	Eric Cornell	3404 Highway 63 North	Hazen	AR	72064		Travel Center
Forrest Tower Food Mart	Gene Graves	13487 Hwy 167 North	Hensley	AR	72065	870-917-2222	C Store
Bone Wishbone LLC DBA Tri Oaks	Jim Bone	8319 Edgemont RD	Higden	AR	72067	870-307-7885	C Store
Highland Travel Center	Ibrahim Almoutsir	1706 US-62	Highland	AR	72542	870-856-4900	C Store
Hargis Fuel Zone Inc dba Kings River Country Store	Brent Hargis	22784 Hwy 412	Huntsville	AR	72740	479-665-2323	C Store
Fuel Zone	Brent Hargis	100 North Parrott	Huntsville	AR	72740	479-665-2323	C Store
DG Miller Company DBA Macon Station	Donnie Miller	22311 A Hwy 107	Jacksonville	AR	72076	501-472-5047	C Store
Jordan's Kwik Stop 29	Jackie McClure	221 Co-Op Drive	Jonesboro	AR	72401	870-243-6243	C Store
Jordan's Kwik Stop 54	Jackie Robert McClure	6367 Hwy 1 S	Jonesboro	AR	72404	870-578-9585	C Store
SNM Express	Rohit Kumar	1203 W Parker Rd	Jonesboro	AR	72404	870-926-9154	C Store
Jordan's Kwik Stop 18	Jackie Robert McClure	1405 Arkansas Highway 18	Lake City	AR	72437	870-578-9585	C Store
Love's Country Store 689_Lake Village_AR	Eric Cornell	294 Highway 65/82 North	Lake Village	AR	71653		Travel Center
Jordan's Kwik Stop-Lepanto	Jackie McClure	404 Greenwood Ave	Lepanto	AR	72354	870-243-6264	C Store
Wade's C-Store	Wade Smith	7036 South Hwy 65	Leslie	AR	72645	870-448-7059	C Store
Star Energy dba University Ave Food Mart	Nick Chowdhury	6425 South University Ave	Little Rock	AR	72209	501-269-7318	C Store
GES, Inc. dba Edwards Food Giant - Tanglewood	Gary Proffitt	7507 Cantrell Rd	Little Rock	AR	72207	501-278-0889	Supermarket
GES, Inc. dba Edwards Food Giant - Otter Creek	Gary Proffitt	10320 Stage Coach Road	Little Rock	AR	72210	501-278-0889	Supermarket
B-H-T Investment dba Double Bees Cantrell	Whitney Adams	2402 Cantrell Rd	Little Rock	AR	72202	501-279-7663	C Store
Z & M Inc	Syed Shah	8824 Fourche Dam Pike	Little Rock	AR	72206	501-490-0554	C Store
Prickett's Deli & Grocery	Horace Prickett	19225 Lawson Rd	Little Rock	AR	72210	501-821-4558	C Store
London Food Mart LLC	Sadiq Ali	10465 Hwy 64 W	London	AR	72847	479-293-9849	C Store
Furlow Grocery		10623 Hwy 89 S	Lonoke	AR	72086	501-676-3498	C Store
Jordan's Kwik Stop 53	Jackie McClure	680 Hwy 77	Manila	AR	72442		C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
GES, Inc. dba Edwards Food Giant	Gary Proffitt	460 S. Alabama St.	Marianna	AR	72360	501-278-0889	Supermarket
Flash Market #29	Keith Brown	1114 Highway 77 South	Marion	AR	72364	870-732-2242	C Store
Jordan's Kwik Stop #11	Jackie McClure	104 Hwy. 63-B	Marked Tree	AR	72365	870-243-6243	C Store
Dalton Petroleum, Inc. dba Quik Stop #100	Bruce Gibbons	11402 Hwy. 49 North	Marmaduke	AR	72443	573-888-0120	C Store
Morgan Truck Stop, Inc.	Jason Han	20515 Highway 365	Maumelle	AR	72113	501-960-4568	C Store
Ziya, LLC dba Mayflower Mart	Sadiq Ali	555 Highway 365	Mayflower	AR	72106	501-679-7070	C Store
GES, Inc. dba Food Giant Express	Gary Proffitt	100 Hwy 64 East	Mc Crory	AR	72101	501-278-0889	C Store
Star Petroleum LLC	Kashif Qureshi	113 Hwy 64	McCrory	AR	72101	518-708-4210	C Store
Jordan's Kwik Stop #38	Jackie McClure	790 Main St.	Melbourne	AR	72556	870-243-6243	C Store
Shah Investments LLC	Sadiq Ali	429 Hwy 425	Monticello	AR	71655	870-367-4274	C Store
D.G. Miller Ventures, LLC dba Home Run Gas Mart	Donnie Miller	806 North St. Joseph Steet	Morrilton	AR	72110	501-327-0399	C Store
Oppelo Food Express	Mohammad Alam	427 Hwy 9	Morrilton	AR	72110	501-354-8293	C Store
Magness Oil dba College Station	Jeff Magness	1580 S. College	Mountain Home	AR	72653	870-425-4353	C Store
Gammill Oil Company, Inc dba West 66th	Tim Gammill	1939 West Main St	Mt. View	AR	72560	870-863-2000	C Store
B-H-T Investment Company, Inc. dba Doublebee's #137	Steve Lightle	9550 Harrison St.	Newark	AR	72562	501-279-7663	C Store
Jordan's Kwik Stop #5	Jackie McClure	2355 Hwy 14B	Newport	AR	72112	870-243-6243	C Store
Jordan's Kwik Stop #49	Jackie Robert McClure	1600 Malcolm Avenue	Newport	AR	72212	870-243-6243	C Store
Love's Country Store 236_North Little Rock_AR	Eric Cornell	11801 E. I-40 & Dick Jeeter Road	North Little Rock	AR	72117	501-945-5400	Travel Center
Aden of Little Rock LLC Lake Lane Exxon	Sargon Abdo	300 Lake Lane	North little Rock	AR	72117	5012583172	C Store
Z & B, LLC dba 7-T Superette	Ziamond Bhartti	109 Highway 10 East	Ola	AR	72853	513-306-2496	C Store
Love's Country Store 275_Palestine_AR	Eric Cornell	1010 N Main	Palestine	AR	72372	870-581-5004	Travel Center
Detco Inc dba North Point 66	Lisa Detlefsen	1810 Hwy 49 N	Paragould	AR	72450	870-236-8400	C Store
Jordan's Kwik Stop -Paragould #1	Jackie McClure	1317 W King's Hwy	Paragould	AR	72450	501-243-6243	C Store
B-H-T Investment Company, Inc. dba Doublebee's #134	Whitney Adams	209 South Fourche	Perryville	AR	72126	501-279-7663	C Store
Love's Country Store 661_Pine Bluff_AR	Eric Cornell	4800 Hwy 65 S	Pine Bluff	AR	71601	870-536-8348	Travel Center

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
AMPM Singh Brothers LLC dba Bulldog One Stop	Bobby- Harpreet Singh	10008 Dollarway RD	Pine Bluff	AR	71602	845-283-5299	C Store
DG Miller dba Country Store - Plumerville	Donnie Miller	202 East Main St	Plummerville	AR	72127	501-472.5047	C Store
Jordan's Kwik Stop 52	Jackie McClure	2750 US Hwy 67	Pocahontas	AR	72455	870-243-6243	Travel Center
Jordan's Kwik Stop 50	Jackie McClure	Hwy 63 and Crossroads St.	Portia	AR	72457	870-243-6264	C Store
Flash Market #198	Keith Brown	403 West Buchanan	Prairie Grove	AR	72753	870-732-2242	C Store
Jordan's Kwik Stop 63	Jackie Robert McClure	I-40 Hwy 147	Proctor	AR	72376	870-578-9585	C Store
B-H-T Investment Company, Inc. dba Doublebee's #120	Whitney Adams	6199 Heber Springs Road	Quitman	AR	72131	501-279-7663	C Store
Zaima Enterprises dba Big Red 121	Akbar Pabani	1101 Sheridan Rd.	Redfield	AR	72132	501-397-6200	C Store
B-H-T Investments dba Doublebees #139	Whitney Adams	6027 Hwy 36 West	Rosebud	AR	72137	501-279-7663	Other
Sam's Fuel Inc.	Bassam Abdo	1103 East 16th St.	Russellville	AR	72802	479-219-5069	C Store
B-H-T Investment dba Doublebees #140	Whitney Adams	1010 East Booth Road	Searcy	AR	72143	501-279-7663	C Store
B-H-T Investment DBA Doublebees #126	Whitney Adams	2620 West Beebe Capps	Searcy	AR	72143	501-279-7663	C Store
Gas & Go LLC	Sadiq Ali	100 N. Rock St.	Sheridan	AR	72150	870-942-3950	C Store
Mukhtar, Inc. dba Sheraz Market	Mustanar Mukhtar	805 S. Lincoln Avenue	Star City	AR	71667	870-628-1810	C Store
All Stop, Inc.	Jason Han	408 East 22nd Street	Stuttgart	AR	72160	501-851-6815	C Store
MJ Superstop, Inc.	Jason Han	901 North Buerkle St.	Stuttgart	AR	72160	870-672-7120	C Store
Rusty's Quick Stop	Rusty Kinder	100 Second Street	Swifton	AR	72471	870-485-2363	Travel Center
Flash Market #32	Keith Brown	1727 Highway 69 Blvd	Trumann	AR	72472	870-732-2242	C Store
Jordan's Kwik Stop #47	Jackie McClure	800 West Speedway	Trumann	AR	72472	870-243-6243	C Store
Flash Market #45	Keith Brown	16251 Highway 77	Turrell	AR	72384	870-732-2242	C Store
Miraj Flash Market	Bobby Sagheer	1133 Main Street	Vilonia	AR	72173	501-796-2300	Other
Jordan's Kwik Stop #8	Jackie McClure	7974 Hwy 49	Waldenburg	AR	72475	870-243-6243	C Store
B-H-T Investment Company, Inc. dba Doublebees 141	Whitney Adams	1003 Highway 63B	Walnut Ridge	AR	72476	501-279-7663	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Flash Market #14	Keith Brown	600 W. Broadway, Suite 5	West Memphis	AR	72301	870-732-2242	C Store
Love's Country Store 460_Benson_AZ	Eric Cornell	643 State Road 90	Benson	AZ	85602	520-586-8702	Travel Center
Love's Country Store 280_Buckeye_AZ	Eric Cornell	1610 South Miller Rd. Exit 114	Buckeye	AZ	85326	623-386-6926	Travel Center
Love's Country Store 278_Joseph City_AZ	Eric Cornell	4703 Main Street	Joseph City	AZ	86032	928-288-3726	Travel Center
Love's Country Store 272_Kingman_AZ	Eric Cornell	6035 East Minerva Lane	Kingman	AZ	86401	928-681-4425	Travel Center
Desert Springs Travel Plaza LLC Pilot Truck Stop)	Cary Huff	4031 Fleet St	Littlefield	AZ	86432		Travel Center
Love's Country Store 286_Quartzsite_AZ	Eric Cornell	760 S Quartzsite Blvd	Quartzsite	AZ	85346	928-927-8570	Travel Center
Jay's Travel Center	Bunty Samra	2500 W Business I-10	San Simon	AZ	85632	520-845-2500	Travel Center
Superior Farmers Market	Faris Sukkar	798 W. Hwy 60	Superior	AZ	85173	520-689-5845	C Store
Love's Country Store 349_Yuma_AZ	Eric Cornell	2931 E Gila Ridge Rd	Yuma	AZ	85365	928-341-9100	Travel Center
Valley West Chevron	Jason Simas	1605 Giuntoli	Arcata	CA	95521	707-822-7588	C Store
76 Wible, Inc. dba Refresh Food Mart	Nirmal Gill	3301 Wible Road	Bakersfield	CA	93309	661-345-3859	C Store
Union Village Corp. DBA Union Village	Jay Ghuman	2201 S Union Ave	Bakersfield	CA	93307	661-304-7500	C Store
Habbeb Enterprises Inc DBA Empire Gas & Liquor	Frank Jouda	700 Roberts Lane	Bakersfield	CA	93308	661-333-8993	C Store
Jhaj & Jhaj Corp DBA Countryside Market	Rick Jhaj	1631 S. Comanche Dr.	Bakersfield	CA	93307	661-364-0315	C Store
DJ Holding Inc. DBA DJ Food Mart	Rupinder Jhaj	31110 7th Standard Rd	Bakersfield	CA	93314	661-393-2607	C Store
Dillon & Sons Inc. dba The Barn II	Raj Dhillon	35301 Merle Haggard Dr	Bakersfield	CA	93308	661-393-6454	C Store
DJ Holding Inc. DBA JR Food Mart	Gurmit Jhaj	9741 South Enos Ln	Bakersfield	CA	93311	6617035368	C Store
Olive Foodmart	Nirmal Gill	11206 Olive Rd	Bakersfield	CA	93312	661-720-9906	C Store
Countryside Village - Comanche	Dhanwant - Dan Brar	5700 Comanche Dr	Bakersfield	CA	93307	661-797-2500	Supermarket
Love's Country Store 374_Barstow_CA	Eric Cornell	2974 Lenwood Road	Barstow	CA	92311	760-253-4080	Travel Center
Maruti Cruz Thru	Prabhjot Paul-Singh Randhawa	12043 Deshutes Rd	Bella Vista	CA	96008	530-549-3245	C Store
EL & K Investments, Inc. dba Boron Shell	Emil Dabbas	12366 Boron Ave	Boron	CA	93516	760-491-0465	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Handi Stop	Ajit Gill	111 E Mountain Ave	Caruthers	CA	93609		C Store
Cathey's Valley Food & Gas	Parminder Singh	4993 Hornitos Rd	Cathey's Valley	CA	95306	559-392-5045	C Store
Johnny Quik 201	Navjeet Chahal	780 Gettysburg Ave.	Clovis	CA	93612	559-269-3225	C Store
HSG Farmers, Inc. dba Johnny Quick #149	Harpreet Singh	5020 N. Academy Ave.	Clovis	CA	93619	559-299-9262	C Store
CBS Foodstore Corp. dba Quik Serve Food Store	Navjeet Chahal	32019 Meadow Ridge Road	Coarsegold	CA	93614	559-655-8482	C Store
Royal Truck Stop	Adam Tabba	2300 E Steel St	Colton	CA	92324	909-359-5048	Travel Center
Square Deal Market	Mutahar Mana	636 Dairy Ave	Corcoran	CA	93212	559-992-2190	C Store
Keith's Meat Market, Inc. dba Keith's Market IGA	Brian Hurt	76201 Covelo Rd.	Covelo	CA	95428	707-983-6633	Supermarket
Nagib Mohamed dba Cutler Food Mart	Yakoob Mohamed	40312 Rd 128	Cutler	CA	93615	559-471-5523	C Store
Virk Petroleum Corporation	Yadvinder Virk	1748 Highway 99 @ Avenue 16	Delano	CA	93215	661-725-5525	Travel Center
KJP Enterprises Inc dba Chevron Barn Delano	Raj Dillon	713 Woollomes	Delano	CA	93215	661-720-9906	C Store
Bulldog Gas & Mart	Jagrup Bhandal	1418 E. Shaw Ave.	Fresno	CA	93710	559-224-3808	C Store
Brar and Chahal Food Store, Inc. dba Johnny Quick #163	Navjeet Chahal	5993 E. Belmont Ave.	Fresno	CA	93737	559-255-3597	C Store
SDM Bros Inc dba Butler Chevron	Mintu Dhaliwal	4811 E Butler Ave.	Fresno	CA	93727	559-255-7383	C Store
3110 Belmont Corp DBA Golden Boy Market	Nelam Nagra	3110 E Belmont Ave	Fresno	CA	93702	559-287-5717	C Store
El Campesino Partnership dba El Campesino Market	Gurmeet Singh	245 E Whites Bridge Ave	Fresno	CA	93706	559-917-3029	C Store
Bulldog Gas & Mart 2	A	3808 N. Blackstone Ave.	Fresno	CA	93726	559-224-3808	C Store
Plaza Sol Chevron	Manjit Multani	36700 S Lassen Ave	Huron	CA	93234	559-945-1500	C Store
Pem Mey Fuel Mart	Ray Bacon	125 Ehlers Way	Klamath	CA	95548	707-482-3510	C Store
Spradlin Inc. dba Crossroads Mini Mart	Steve Spradlin	6209 Lake Isabella Bld	Lake Isabella	CA	93240	760-379-4250	C Store
Shan and Co., Inc. dba Avenue I Mobil	Shan Sugumar	849 East Avenue I	Lancaster	CA	93535	661-305-5993	C Store
Jhaj & Brar Investment, Inc.	Dhanwant - Dan Brar	21959 Hwy 46	Lost Hills	CA	93249	661-797-2500	C Store
Love's Travel Stop & Country Store #736_Madera_CA	Eric Cornell	3175 Avenue 17	Madera	CA	93638	559-661-1012	Travel Center

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Pal Brothers LLC DBA Table Mountain Chevron	Jaswinder Parmar	14974 Hwy 41	Madera	CA	93636	559-822-2233	C Store
A. B. Brar, Inc	Avinash Brar	3939 Bootjack Lane	Mariposa	CA	95338	209-966-4555	Supermarket
Ghallaan Inc dba McFarland Chevron	Rami Darghalli	100 W Sherwood Ave	McFarland	CA	93250	661-792-2204	C Store
Hamza Investments Inc DBA Choice Food Market	Mubarak Geham	836 T St	Merced	CA	95341	209-349-8496	Supermarket
Yassine & Co inc dba A & S Service Station	Samer Yassine	4910 Holt Blvd	Montclair	CA	91763	909-296-9815	C Store
Stuart's Petroleum-Morro Bay Mobil Mart	John Stuart	911 Morro Bay Blvd.	Morro Bay	CA	93442	661-325-6320	C Store
Santa Rosa Pit Stop	Mayme Modesto	63145 State Hwy 74	Mountain Center	CA	92561	951-526-7087	C Store
Parmar Petroleum, Inc. dba Gas N Stuff	Parwinder Pal Singh Parmar	33127 Road 222	North Fork	CA	93643	559-877-2923	C Store
Yosemite Gas & Market_Oakhurst_CA	Preetinder Peter-Singh	40387 Hwy 41	Oakhurst	CA	93644	559-281-4610	C Store
NW Shell Inc	Waleed Ali Mubarz	3750 International Blvd	Oakland	CA	94601	510-866-2325	C Store
Mobil Mart	Jagrup Bhandal	2695 Annamarie Ave	Patterson	CA	95363		C Store
Dillon & Sons Inc. DBA The Barn Ridgecrest	Rajpal Dillon	1617 N. China Lake Blvd.	Ridgecrest	CA	93555	661-823-4922	C Store
Highland Arco	Sam Daher	189 W Highlands Ave	San Bernardino	CA	92405	714-767-4442	C Store
S & S Baseline, Inc. dba San Bernardino Conoco	Lina Rabadi	799 W. Baseline Street	San Bernardino	CA	92410	818-668-4001	C Store
H & S Business Center Inc DBA Canyon Food Mart	David Sangha	77 S. Academy Ave	Sanger	CA	93657	559-355-7009	C Store
Mountain View Gas	Jagrup Bhandal	13025 S. Van Horn Ave	Selma	CA	93662	559-891-9191	C Store
Shaver Lake Gas & Deli	Harpreet Singh	41801 tollhouse rd	Shaver lake	CA	93664	559-841-5303	C Store
Attisha Enterprises, Inc.	Johny Attisha	2615 Sweetwater Springs Blvd	Spring Valley	CA	91978	619-227-2933	C Store
Dillon & Sons Inc DBA The Barn Summit	Rajpal Dillon	400 Steuber Rd.	Tehachapi	CA	93561	661-823-4922	C Store
Munniji LLC DBA Tipton Shell	Babu Brar	683 N. Thompson Rd.	Tipton	CA	93272	559-752-4582	C Store
North Star Gas & Food Mart	Parminder Parmar	1279 N West St	Tulare	CA	93274	661-703-8961	C Store
VF Goshen Inc. DBA Valley Fuel Travel Plaza	Gurpreet Thandi	6603 Betty Drive	Visalia	CA	93292	559-553-2685	C Store
Dillon & Sons Inc DBA The Barn #5	Rajpal Dillon	202 Plaza Dr	Visalia	CA	93291	559-651-1665	C Store

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The Barn Demaree Inc	Raj Dillon	1330 North Demaree Rd	Visalia	CA	93291	661-319-9412	C Store
SSSB2 Corp, Inc dba 76 Wasco Market	Surinderpreet Basra	1445 Hwy 46	Wasco	CA	93280	661-240-5080	C Store
Love's Country Store 749_Westmorland_CA	Eric Cornell	551 West Main Street	Westmorland	CA	92281	760-351-8725	Travel Center
Love's Country Store 652_Williams_CA	Eric Cornell	100 Margurite St	Williams	CA	95987	530-473-3030	Travel Center
Odells Super's, LLC	Perk Odell	222 East First	Akron	CO	80720	970-396-3731	Supermarket
Love's Country Store 300_Bennett_CO	Eric Cornell	1191 S 1st St.	Bennett	CO	80102	303-644-3585	Travel Center
Fresh Foods Inc	Ben Dishman	1302 Edison St.	Brush	CO	80723	308-633-2901	Supermarket
Love's Country Store 115_Buena Vista_CO	Eric Cornell	US Hwy 22	Buena Vista	CO	81211	719-395-3355	C Store
D-Brands Convenience, LLC. dba Kwick Korner	Brian Dickey	515 S 4th St. SE	Cheyenne Wells	CO	80810	719-767-5265	C Store
Valley Market	Scott Swartwood	4493 Bent Brothers Boulevard	Colorado City	CO	81019	719-676-3348	Supermarket
SBM Travel Stop dba TJ Express	Som Aryal	804 Denver Ave	Fort Lupton	CO	80621	303-857-4343	C Store
Julesburg Family Market, Inc.	Kevin VanZee	222 Cedar Street	Julesburg	CO	80737	970-474-0932	Supermarket
Love's Country Store 23_Lamar_CO	Eric Cornell	605 N Main St	Lamar	CO	81052	719-336-5202	C Store
Love's Country Store 226_Pueblo_CO	Eric Cornell	6470 N Elizabeth Street	Pueblo	CO	81008	719-253-1338	Travel Center
J.R.'s Country Stores, Inc.	John Montoya	1207 Elm Ave.	Rocky Ford	CO	81067	719-251-4781	C Store
CRVS dba Eagle Store #2	Lee Stump	20974 US Hwy 6	Sterling	CO	80751	970-522-0801	C Store
CRVS dba Eagle Store #6	Lee Stump	233 N. Dexter	Wray	CO	80758	970-522-0801	C Store
CRVS dba Eagle Store #5	Lee Stump	600 E 8th Ave	Yuma	CO	80759	970-522-0801	C Store
Ted's Supermarket - IGA #3316	Ted Amata	127 Main Street	Hebron	CT	06248	860-228-4311	Supermarket
Central Deli & Gas, LLC	Abdul Zanta	1204 Stanley Street	New Britain	CT	06051	860-357-4019	C Store
East Avenue Gas Station LLC	Kevin Rana	227 East Ave	Norwalk	CT	06855	203-434-0143	C Store
Love's Country Store 453_Cottondale_FL	Eric Cornell	2510 Hwy 231	Cottondale	FL	32431	850-352-2041	Travel Center
RNJ'S Food Mart, Inc.	MD Palash Mahamud	36951 Blanton Road	Dade City	FL	33523	352-567-2823	Supermarket
Love's Country Store 603_Jacksonville_FL	Eric Cornell	400 Pecan Park Rd	Jacksonville	FL	32218	904-696-1463	Travel Center

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Lake Panasoffkee Fuels, LLC	Mark Jaradi	293 East County Road 470	Lake Panasoffkee	FL	33538	352-793-1233	Travel Center
Love's Country Store 674_Lake Wales_FL	Eric Cornell	17309 Highway 27	Lake Wales	FL	33859	863-676-3970	Travel Center
Beach Bucket Grocery	Mohammed Zakir Hossain	7435 COLLINS AVE	MIAMI BEACH	FL	33141	786-300-5642	C Store
Love's Country Store 363_Ocala_FL	Eric Cornell	7791 NW 47th Ave	Ocala	FL	34482-7659	352-368-5719	Travel Center
Northmil, LLC dba Northlake Chevron	Kevin Dalton	9031 N. Military Tr.	Palm Beach Gardens	FL	33410	561-723-8610	C Store
NAWAS Food Mart, Inc.	Nick Asfour	3100 E US Hwy 98.	Panama City	FL	32401	850-960-3232	C Store
CK Mart	Nilesh Patel	8120 Woodville Hwy	Tallahassee	FL	32305	423-505-1903	C Store
Kennedy and Lois Shell, Inc.	Samuel Makarius	4205 West Kennedy Blvd	Tampa	FL	33609	813-203-9213	C Store
Metro Fiancials, LLC dba Metro Market @ Hyde Park	Joseph Mansour	900 West Kennedy Blvd	Tampa	FL	33606	813-251-1296	C Store
Bainbridge Express #2	Sunny Patel	1921 Spring creek rd	Bainbridge	GA	39817	229-977-7272	C Store
United Market	Bill Wall	4194 Highway 84	Blackshear	GA	31516	912-449-6596	C Store
HYCS, Inc. dba Bypass Mini Mart	Carlos Yousef	2178 S Main St	Blakely	GA	39823	229-308-9634	C Store
Love's Country Store 405_Brunswick_GA	Eric Cornell	2766 US Hwy 17	Brunswick	GA	31523	912-264-2777	Travel Center
Lewis and Raulerson, Inc. dba Friendly Express #51	Gary Sellers	3224 US Hwy 17 South	Brunswick	GA	31523	912-283-2259	C Store
Lewis and Raulerson Inc. dba Friendly Express #71	Gary Sellers	4341 New Jesup Hwy.	Brunswick	GA	31520	912-283-5951	C Store
Goot Gas and Go, LLC	Jessica Gutierrez	1040 Hwy 41	Buena Vista	GA	31803	229-277-0006	C Store
Fleet Food Mart	Sodi Singh	1016 East Ave	Cedartown	GA	30125	706-506-9819	C Store
BP Food Store	Samir Ahmad	4565 Hwy 20	Conyers	GA	30013	770-648-7903	C Store
RM Food, Inc., dba Elliot's Market Place	Victor Patel	1500 Sigman Road NW	Conyers	GA	30012	770-922-2894	C Store
Buford Dam Marathon	Shan Sultan	1620 Buford Dam Road	Cumming	GA	30041	3522917800	C Store
Love's Country Store 320_Dublin_GA	Eric Cornell	3009 GA Hwy 257	Dublin	GA	31021	478-296-1368	Travel Center
Wildwood Truck Stop	Samapti Patel	550 US Hwy 80 East	Eden	GA	31307	912-988-3114	Travel Center
Lewis and Raulerson, Inc. dba Friendly Express #31	Gary Sellers	6008 2nd Street	Folkston	GA	31537	912-283-5951	C Store

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Beena, Inc. dba CiCi Market	Hassanaly	4110 Cleveland Hwy	Gainesville	GA	30506	770-983-9724	C Store
Wahi Guru, LLC dba Garden City Chevron	Raj Patel	1210 US Hwy 80	Garden City	GA	31408	912-224-1964	C Store
Lewis and Raulerson, Inc. dba Friendly Express #91	Gary Sellers	19144 Hwy 301 North	Hortense	GA	31543	912-283-5951	C Store
Bapa 1942 Inc dba Shell Truck Stop	Samir Patel	3499 Savannah Hwy	Jesup	GA	31545	201-456-1911	C Store
Midtown Grocery Inc dba Juliette Foods	Sunny Singh	12376 Georgia Highway 87	Juliette	GA	31046	478-550-2479	C Store
ZS Lawrenceville Gas LLC	Shan Sultan	1895 Braselton Highway, Suite A-Shell Station	Lawrenceville	GA	30043		C Store
Love's Country Store 698_Macon_GA	Eric Cornell	1190 Frank Amerson Parkway	Macon	GA	31216	478-785-8715	Travel Center
Nam Dae Mun	Jay Kim	1940 Mt. Zion Rd	Morrow	GA	30260	770-407-6360	Supermarket
Plymel Foods, LLC	George Plymel	800 Highway 133 South	Moultrie	GA	31768	229-873-5562	C Store
Loyd Management, LLC dba Susie Q's #22	Jitendra A. Jay-Patel	1604 Camilla Highway	Moultrie	GA	31768	229-890-9314	C Store
VIP Express	Avani Patel	1321 Redman Rd NW	Rome	GA	30165	706-844-3440	C Store
Lewis and Raulerson, Inc. dba Friendly Express #87	Gary Sellers	102 Broadhurst Rd	Screven	GA	31560	912-283-5951	C Store
Love's Country Store 354_Thomson_GA	Eric Cornell	2129 Washington Rd NW	Thomson	GA	30824-6623	706-843-9833	Travel Center
Ashta Siddhi Vinayaka dba OM Foods	Chirag Patel	1100 Highway 57	Townsend	GA	31331	912-832-2155	C Store
Sita Ram Food Mart, LLC dba Choice Food Mart	Alpesh Patel	991 Second Street	Unadilla	GA	31091	334-283-5754	C Store
Madison Discount	Yogeshkumar Patel	2601 Madison Hwy	Valdosta	GA	31601	229-244-1388	C Store
Lewis and Raulerson, Inc. dba Friendly Express #106	Gary Sellers	3645 Inner Perimeter Road	Valdosta	GA	31602	912-283-5951	C Store
Lewis and Raulerson, Inc., dba Friendly Express #105	Gary Sellers	4129 N. Valdosta Road	Valdosta	GA	31602	912-283-5951	C Store
Love's Country Store 311_Waco_GA	Eric Cornell	523 Atlantic Avenue	Waco	GA	30182	770-824-5040	Travel Center
Lewis and Raulerson, Inc. dba Friendly Express #104	Gary Sellers	6509 Alma Hwy	Waycross	GA	31503	912-283-5951	C Store
Lewis and Raulerson, Inc. dba Friendly Express #103	Gary Sellers	1811 South GA Parkway W.	Waycross	GA	31503	912-283-5951	C Store
Lewis and Raulerson, Inc. dba Friendly Express #95	Gary Sellers	25137 Hwy 82	Waynesville	GA	31566	912-283-5951	C Store

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Lewis and Raulerson, Inc. dba Friendly Express #94	Gary Sellers	21828 Hwy 82	Waynesville	GA	31566	912-283-5951	C Store
Al's Corner Oil Co. dba Sparky's One Stop #23	Tia Tiefenthaler	317 Highway 175	Arthur	IA	51431	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop-Auburn	Tia Tiefenthaler	402 Pine St.	Auburn	IA	51433	712-673-2723	C Store
Food Land Supermarket Audubon	John Corbett	104 Market Street	Audubon	IA	50025	712-642-3148	Supermarket
Food Land Supermarkets Avoca	John Corbett	212 West Wood Street	Avoca	IA	51521	712-647-2240	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #20	Tia Tiefenthaler	660 First Street	Battle Creek	IA	51006	712-673-2723	C Store
Baxter Family Foods	Susan Holsinger	103 N. Main Street	Baxter	IA	50028	515-229-9903	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #4	Tia Tiefenthaler	101 Highway 141	Bayard	IA	50029	712-673-2723	C Store
Y R Inc dba Hop N Shop Mart	Ben Thapa	931 State Street	Bettendorf	IA	52722	563-214-5146	C Store
EZ Mart, LLC	Epurba Kaur	1111 SE Lincoln Street	Bondurant	IA	50035	5159671900	C Store
Al's Corner Oil Co dba Sparky's One Stop #31	Heather Wempe	212 Main Street	Breda	IA	51401	712-673-2723	C Store
Brother's Market - Cascade	Scott Edwards	105 Nixon Street SE	Cascade	IA	52033	563-852-3666	Supermarket
Thunder Ridge dba Ampride	John Sarwar	2425 White Tail Drive	Cedar Falls	IA	50613	319-277-1141	C Store
The Station, LLC	Cory Hodapp	3645 Stone Creek Circle	Cedar Rapids	IA	52404	319-632-3083	C Store
Al's Corner Oil Co. dba Sparky's One Stop #27	Tia Eicheid	807 Fitzpatrick St.	Churdan	IA	50050	712-297-5707	C Store
Brother's Market - Clarion	Scott Edwards	325 Central Avenue West	Clarion	IA	50525	515-532-2829	Supermarket
Golden Mart	Bina Lama	1026 West River Drive	Davenport	IA	52802	563-323-6816	C Store
Brother's Market - Denver	Scott Edwards	1022 Skyler St	Denver	IA	50622	319-406-0004	Supermarket
Randys Neighborhood Market - Dewitt	Randy Goetz	622 10th St.	DeWitt	IA	52742	563-886-3156	Supermarket
Randys Neighborhood Market - Dyersville	Randy Goetz	733 16th Ave SE	Dyersville	IA	52040	563-886-3156	Supermarket
Trunck's Country Foods dba Terry's Food Center	Bobby Torres	305 Crisman Street	Dysart	IA	52224	319-476-4600	Supermarket
W & H Co-Op Oil Co dba Cenex Ampride	Chris Carnelly	215 N. Commercial	Eagle Grove	IA	50533	515-603-6412	C Store
Elliott Oil Company dba Eddyville Travel Plaza BP	Joyce Poncy	500 South N Merino Ave	Eddyville	IA	52553	641-684-4377	C Store
W & H Co-Op Oil Co dba Ampride / Fort Dodge	Chris Carnelly	3243 5th Avenue South	Fort Dodge	IA	50501	515-573-7512	C Store

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Brother's Market - Grundy	Joel Johnson	1400 G Ave	Grundy Center	IA	50638	319-824-3849	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #17	Tia Tiefenthaler	500 State Street	Guthrie Center	IA	50115	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop #24	Tia Tiefenthaler	403 W. Highway 175	Harcourt	IA	50544	712-673-2723	C Store
Econo Foods dba Fiesta Food	Greg Musch	130 Northeast 3rd Street	Hartley	IA	51346	712-928-2160	Supermarket
W & H Co-Op Oil Co dba Ampride- Humboldt	Sharon Pflibsen	1301 10th Ave N	Humboldt	IA	50548	515-604-6192	C Store
Ida Grove Food Pride	Tim Dittes	200 Oak Grove Drive	Ida Grove	IA	51445	320-226-5592	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop - Jefferson	Tia Eicheid	606 E Hwy 30	Jefferson	IA	50129	712-297-5707	C Store
Al's Corner Oil Co. dba Sparky's One Stop-Lake City	Tia Tiefenthaler	711 E. Main Street	Lake City	IA	51449	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop #12	Tia Tiefenthaler	Highway 71 & 175	Lake View	IA	51450	712-673-2723	C Store
Laurens Food Pride	tim Dittes	410 West Main Street	Laurens	IA	50554	320-226-5592	Supermarket
Brother's Market - Lisbon	Carmen Smith	930 Commercial Street	Lisbon	IA	52253	319-455-2541	Supermarket
Cubby's- Manson	Delone Wilson	1302 1st Avenue	Manson	IA	50563	402-453-2468	C Store
Big G Inc	Gary Grafft	310 W. Dillin Street Box 261	Marengo	IA	52301	319-642-5551	Supermarket
Mepo Foods	Stacy Massner	111 North Wapello St.	Mediapolis	IA	52637	319-394-3236	Supermarket
Food Land Supermarkets Missouri Valley	John Corbett	407 West Huron	Missouri Valley	IA	51555	712-642-3148	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #6	Tia Tiefenthaler	410 W. Highway 7	Newell	IA	50568	712-673-2723	C Store
Love's Country Store 361_Newton_IA	Eric Cornell	4400 S 22nd Ave E	Newton	IA	50208-8264	641-791-2410	Travel Center
The Station II	Cory Hodapp	620 Meade Drive	North Liberty	IA	52317	319-665-2498	C Store
Cubby's- Onawa	Delone Wilson	Hwy 175 & I-29	Onawa	IA	51040	402-453-2468	C Store
Randys Neighborhood Market - Osage	Randy Goetz	633 Chase Street	Osage	IA	50461	641-732-5271	Supermarket
Lincoln Farm & Home	Mark Lincoln	18880 Hyland Ave.	Pacific Junction	IA	51561	712-622-8178	C Store
Hometown Foods	Tom Reinhart	601 E. Main	Panora	IA	50216	641-755-2213	Supermarket
Brother's Market - Parkersburg	Kathy Cornelius	706 Hwy 57	Parkersburg	IA	50665	319-346-1301 Ext. 138	Supermarket

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Cubby's- Percival	Delone Wilson	2501 210th Avenue	Percival	IA	51648	402-453-2468	C Store
Cubby's- Red Oak	Delone Wilson	2405 North Broadway Street	Red Oak	IA	51566	712-623-4444	C Store
Trunck's Country Foods- Reinbeck	Darren Trunck	606 Grundy Ave	Reinbeck	IA	50669	319-239-9297	Supermarket
W & H Co-Op dba Renwick Fastway	Chris Carnelly	101 York Ave	Renwick	IA	50577	515-332-2782	C Store
Al's Corner Oil Co. dba Sparky's One Stop #28	Tia Eicheid	25232 Marshal, Hwy 4&20	Rockwell City	IA	50579	712-297-5707	C Store
Sac City Food Pride	Tim Dittes	106 South 16th Street	Sac City	IA	50583	320-226-5592	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #8	Brian Peterson	200 South Berlin	Schaller	IA	51053	712-275-4200	C Store
Love's Country Store 426_Shelby_IA	Eric Cornell	10 East Street	Shelby	IA	51570	712-207-2441	Travel Center
Brother's Market -_Sigourney	Megan Grimsrud	118 S. Main Street	Sigourney	IA	52591	248-321-5940	Supermarket
Solon Area Mercantile dba Sam's Main Street Market	Sam Lensing	123 Main Street	Solon	IA	52333	319-624-2669	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #9	Tia Tiefenthaler	590 Parker Street	Stanhope	IA	50246	712-673-2723	C Store
Al's Corner Oil Co dba Sparky's One Stop - Storm Lake	Tia Eschied	5292 Hwy 71 North	Storm Lake	IA	50588	712-732-9611	C Store
Stratford Food Center	Keli Smith	829 Shakespeare Ave	Stratford	IA	50249	515-838-5000	Supermarket
Family Foods - Tipton	Mike Goetz	610 Cedar Street	Tipton	IA	52772	563-886-2143	Supermarket
Guppy's On The Go - Tripoli, IA	Denise Gruenberg	600 7th Avenue SW	Tripoli	IA	50676	319-882-4895	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #18	Tia Tiefenthaler	101 Highway 30	Vail	IA	51465	712-673-2723	C Store
Iowa 80 Truck Stop	Mike Hutchison	390 West Iowa 80 Road	Walcott	IA	52773	563-468-5278	Travel Center
XO Food & Liquor	Sonny Sood	428 Franklin Street	Waterloo	IA	50703	319-234-8977	C Store
Sonny's Supermarket	Diena Merschbrock	327 5th Street	West Point	IA	52656	319-837-6126	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop 32-Westside	Tera Peterson	100 Eagle Street	Westside	IA	51467	712-673-2723	C Store
Brother's Market- Williamsburg	Juli Harl	103 West Walnut Street	Williamsburg	IA	52361	319-668-2535	Supermarket
Food Land Supermarkets - Woodbine	John Corbett	62 5th Street	Woodbine	IA	51579	712-647-2240	Supermarket
Sunny Side Sinclair	Lisa Toly	10124 East U. S. Highway 30	Lava Hot Springs	ID	83246	208-776-9942	C Store

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Amerimart Stores, LLC	Dave Nagra	7035 West Seltice Way	Post Falls	ID	83854	509-218-3001	C Store
Archie's IGA	Brian McGregor	105 E. College Ave	St. Maries	ID	83861	208-245-5504	Supermarket
PAJCO dba Rhodes 101 Stop Store 410 - Anna	Brent Anderson	148 Leigh Ave	Anna	IL	62906	573-334-7733	C Store
Love's Country Store 766_Atkinson_IL	Eric Cornell	5 South State Street	Atkinson	IL	61235	309-936-1488	Travel Center
BHG LLC dba Meehan's Grocery - Bunker Hill	Ankit Patel	813 S Franklin St	Bunker Hills	IL	62014	618-585-4541	Supermarket
Niemann Foods dba County Market #217	Kevin Walker	201 W. Blackhawk Drive	Byron	IL	61010	217-221-5600	Supermarket
Niemann Foods dba County Market #287	Dave Taylor	408 Walnut Street	Carthage	IL	62321	217-357-2836 Store	Supermarket
Niemann Foods dba County Market #452	John Bocke	551 West Lincoln	Charleston	IL	61920	217-221-5060	Supermarket
Niemann Foods, Inc. dba County Market #224	John Bocke	1099 Jason Place	Chatham	IL	62629	217-221-5060	Supermarket
Rozier's Country Market- Chester	Bob Welker	800 Chesters Center	Chester	IL	62233	618-826-4564	Supermarket
Potash Markets	Peter Olson	875 N. State St	Chicago	IL	60610	312-266-4200	Supermarket
Potash Markets	Peter Olson	1525 North Clark Street	Chicago	IL	60610	312-337-7537	Supermarket
Potash Markets - Hancock Center	Peter Olson	175 East Delaware Place	Chicago	IL	60611	312-884-0060	Supermarket
Lawrence Gas Mini Mart	Husain Yafai	4251 West Lawrence	Chicago	IL	60630	718-709-6942	C Store
Niemann Foods dba County Market #294 - Grand Ave - Decatur	John Bocke	1175 W. Grand Ave	Decatur	IL	62522	217-221-5060	Supermarket
Niemann Foods dba County Market #223	Kevin Walker	1380 North Galena Ave.	Dixon	IL	61021	217-221-5600	Supermarket
Bowen Oil Company	Wes Chip-Bowen	1002 Cameron Drive	Durand	IL	61024	815-789-4716	C Store
Valli Produce - Evanston, IL	Carmine Presta	1910 Dempster St.	Evanston	IL	60202	847-866-6100	Supermarket
Niemann Foods dba County Market #453	Kevin Walker	1090 East Fort St.	Farmington	IL	61531	217-221-5600	Supermarket
Niemann Foods dba County Market 300-Girard	Kevin Walker	619 North 3rd Street	Girard	IL	62640	217-221-5060	Supermarket
BHG LLC dba Meehan's Grocery - Greenfield	Ankit Patel	1160 Main Street	Greenfield	IL	62044	618-585-4541	Supermarket
Love's Country Store 688_Greenup_IL	Eric Cornell	203 N Haughton Hwy	Greenup	IL	62428	217-923-3220	Travel Center
Love's Country Store 384_Greenville_IL	Eric Cornell	1900 S State Route 127	Greenville	IL	62246	618-664-9287	Travel Center

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Niemann Foods dba County Market #447	Kevin Walker	943 E. Laurel Ave.	Havana	IL	62644	217-221-5600	Supermarket
Medford Oil Co dba Medford Food Mart	Ronald Medford	216 North State St.	Jerseyville	IL	62052	618-498-5003	C Store
Love's Country Store 685_Knoxville_IL	Eric Cornell	1405 Knox Highway 9	Knoxville	IL	61401	309-289-2805	Travel Center
Niemann Foods dba County Market #458	John Bocke	518 South Main Street	Lewistown	IL	61542	217-221-5060	Supermarket
Niemann Foods dba County Market #450 - Mattoon	John Bocke	2000 Western Avenue	Mattoon	IL	61938	217-221-5060	Supermarket
Niemann Foods dba County Market 139	Kevin Walker	1120 N. 6th Street	Monmouth	IL	61462	217-221-5060	Supermarket
Love's Travel Center 804_Monmouth_IL	Eric Cornell	1001 W 11th Ave.	Monmouth	IL	61462	309-536-6044	Travel Center
Niemann Foods dba County Market #446	Kevin Walker	422 South Market	Monticello	IL	61856	217-221-5600	Supermarket
Niemann Foods dba County Market #457	John Bocke	6 North Poplar	Pana	IL	62557	217-221-5060	Supermarket
Niemann Foods dba County Market 239	Kevin Walker	500 N. Sangamon	Petersburg	IL	62675	217-221-5600	Supermarket
Niemann Foods dba County Market #26	John Bocke	825 West Washington Street	Pittsfield	IL	62363	217-221-5060	Supermarket
Niemann Foods dba County Market #244	John Bocke	4830 Broadway	Quincy	IL	62301	217-221-5060	Supermarket
Niemann Foods dba County Market Express	Kevin Walker	537 Broadway	Quincy	IL	62301	217-221-5060	C Store
Niemann Foods dba County Market #473	John Bocke	520 North 24th	Quincy	IL	62301	217-222-0190	Supermarket
Niemann Foods dba County Market #212	Kristie Veile	520 W Clinton	Rushville	IL	62681	217-322-4395	Supermarket
Love's Travel Stops & Country Store #758_Sauget_IL	Eric Cornell	2005 Mousette Ln	Sauget	IL	62206	618-332-7706	Travel Center
Niemann Foods Inc. dba County Market #231	John Bocke	109 Illini Blvd	Sherman	IL	62684	217-221-5060	Supermarket
Bud's Service, Inc. dba Bud's Citgo	Bob Honkala	150 E Market St	Somonauk	IL	60552	815-498-2217	C Store
Niemann Foods dba County Market #225-Springfield	John Bocke	210 E. Carpenter Street	Springfield	IL	62702	217-221-5060	Supermarket
Niemann Foods. Inc. dba County Market #227	John Bocke	2777 South 6th Street	Springfield	IL	62703	217-221-5060	Supermarket
Niemann Foods, Inc. dba Country Market #083	John Bocke	3001 Veterans Pkwy	Springfield	IL	62704	217-221-5060	Supermarket
Niemann Foods, Inc. dba County Market #228	John Bocke	1903 West Munroe Street	Springfield	IL	62704	217-221-5060	Supermarket
Niemann Foods dba County Market #348	John Bocke	210 W. 3rd Street	Sterling	IL	61081	217-221-5060	Supermarket

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Ports Petroleum dba Fuel Mart	Joel Teague	1207 East Southline Rd.	Tuscola	IL	61953	330-264-1885	C Store
New Market Group LLC dba Family Foods	Nick Kostopoulis	2 S 501 RT 59	Warrenville	IL	60555	630-393-2800	Supermarket
Varahi Petroleum Inc. dba Marathon Food Mart	Samir Patel	5201 US Hwy 36	Avon	IN	46123	317-438-2143	C Store
Patel 135, Inc	Jayesh Patel	2994 Fulmer Dr.	Bargersville	IN	46106	317-530-2666	C Store
Varahi Food Mart, Inc. dba Knucklehead Bend Market & Eat	Alpesh Patel	28 Lincoln Avenue	Bedford	IN	47421-1511	224-676-8229	C Store
Butler One Stop	Todd Haidous	537 W Main Street	Bulter	IN	46721	260-868-0036	C Store
Gokul, Inc. dba Marathon Food Mart	Jayesh Patel	1808 Indianpolis Rd.	Crawfordsville	IN	47933	765-362-3440	C Store
JSP Corporation dba Marathon Food Mart	Jayesh Patel	1529 W State Rd 32	Crawfordsville	IN	47933	765-362-2832	C Store
A&J Petroleum Inc.	Jas Kaur	1795 West State Road 28	Frankfort	IN	46041	765-654-4871	C Store
Eagle One Stop	Todd Haidous	101 W Toledo St.	Fremont	IN	46737	260-868-0036	C Store
AJ Partnership	Jayesh Patel	6925 S. Franklin Rd.	Indianapolis	IN	46259	317-245-7356	C Store
JKB Gas Station dba Arlington Food Mart	Iqubal SIngh	6010 30th Street	Indianapolis	IN	46219	317-545-1911	C Store
Rahi Petroleum dba Shell Mart	Jayesh Patel	8020 Brookville Rd.	Indianapolis	IN	46239	317-245-7356	C Store
Singh Alliance, Inc. dba Singh's Foodmart	Jay Singh	2810 Kentucky Ave	Indianapolis	IN	46221	732-581-8859	C Store
Tahas, LLC dba 38th Street Marathon	Ali Saleh	9950 E. 38th Street	Indianapolis	IN	46235	317-895-8706	C Store
Jasper Brick Oven Pizza	Robert Knight	1281 3rd Ave.	Jasper	IN	47546	812-481-2766	C Store
Lincoln Mini Mart	Mahbub Khan	205 Lincolnway	LaPorte	IN	46350	267-647-4120	C Store
RAI Bro. Corp dba Doc's #18	Balvinder Kaur	1402 W 2nd St	Marion	IN	46952	765-668-0931	C Store
Victory Enterprises, LLC dba Centerton M	Mohammed Viringipuram	77 Robb Hill Road	Martinsville	IN	46151	317-834-1320	C Store
Ramco	Chaudhry Majeed	1133 East Michigan Ave.	Michigan City	IN	46360	219-872-8909	C Store
Marathon Food Mart	Dixit Patel	5302 N Wheeling	Muncie	IN	47304	716-638-3177	C Store
Love's Country Stores 600_Pendleton_IN	Eric Cornell	Interpark Dr 9000	Pendleton	IN	46064	317-485-2198	Travel Center
Remington Foods Inc.	Mike Scott	115 E. Division St.	Remington	IN	47977	219-261-2542	Supermarket

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Dawson Oil Co., Inc DBA Docs Shops 12	Chris Laker	326 East Broadway Street	Shelbyville	IN	46176	765-932-2613	C Store
Stop 11, Ulanish Corp	Mike Singh	8010 South Madison Avenue	Southport	IN	46227	317-865-9538	C Store
Marathon Food & Gas	Gagan Singh	1701 S 7th Street	Terre Haute	IN	47802	812-232-8852	C Store
Kafantaris, LLC	Keith R. Kafantaris	7893 N State Road 23	Walkerton	IN	46574	574-360-5950	Supermarket
Ray's Apple Market - Beloit	Rob Floersch	1010 N. Independence Ave	Beloit	KS	67420	785-738-5704	Supermarket
Shrijee of Kansas, LLC dba QP Express 102	Pratik K Darji	1110 N Main St	Cheney	KS	67025	316-540-0230	C Store
Cimarron Shurfine Foods	Gordon Jenkins	18309 East Highway 50	Cimarron	KS	67835	620-855-3561	Supermarket
Ray's Apple Market - Clay Center	Mike Floersch	722 W Crawford Street	Clay Center	KS	67432-2338	785-632-2168	Supermarket
Mize's Thriftway	Brad Mize	449 North 4th P.O. Box 429	Clearwater	KS	67026	620-584-2279	Supermarket
Rod's Thriftway	Rodney Imhoff	307 West 6th St.	Concordia	KS	66901	785-243-7774	Supermarket
Hired Man's Grocery & Grill, Inc	Clint & Jenny Osborn	424 North 5th P.O. Box 33	Conway Springs	KS	67031	620-456-3663	Supermarket
Ray's Apple Market - Council Grove	Mike Floersch	115 E Main Street	Council Grove	KS	66846	785-632-6168	Supermarket
Love's Country Store 558_Dodge City_KS	Eric Cornell	2505 E Trail St	Dodge City	KS	67801	620-227-5380	C Store
Downs Superfoods	Smitty Koetter	525 S. Morgan Avenue	Downs	KS	67437	785-454-3331	Supermarket
Clasen, Inc. dba Gene's Heartland Foods Ellsworth	Ray Gembala	745 O'Donnell Dr	Ellsworth	KS	67439	316-524-3238	Supermarket
Clasen, Inc. dba Gene's Heartland Foods Eudora	Ray Gembala	1402 Church St	Eudora	KS	66025	316-524-3238	Supermarket
Triplett Inc dba 24/7 Travel Stop	Butch Stucky	2710 Commerce Road	Goodland	KS	67735	785-823-7839	Travel Center
SPK Grocery	Pat Schrant	406 E 14th	Harper	KS	67058	620-896-2705	Supermarket
3B Foods dba Barnes Shurfine	Paul Barnes	119 North Broadway	Herington	KS	67449	785-366-0145	Supermarket
CRVS dba Eagle Store #8	Lee Stump	402 East Vanmeter Avenue	Johnson	KS	67855	970-522-0801	C Store
My Store III dba On The Go	Moussa Saobaiti	9134 Wooden Road	Kansas City	KS	66111	831-905-1377	C Store

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My Store III dba Speed Stop	Moussa Sobaiti	9801 Parallel Pkwy	Kansas City	KS	66109	831-905-1377	C Store
White's Foodliner - Kingman	Pat White	858 East Avenue D	Kingman	KS	67068	620-532-3851	Supermarket
Fav Trip Kansas, LLC	Mohammed Sazad	1300 S 4th	Leavenworth	KS	66048	913-682-8747	C Store
CRVS dba Eagle Stores #13	Lee Stump	101 South 4th Street	Leoti	KS	67861	970-522-0801	C Store
Lincoln Grocery	Kerry Smith	123 S. 4th	Lincoln	KS	67455	785-524-4401	Supermarket
White's Foodliner- Lindsborg	Jordan White	215 Harrison	Lindsborg	KS	67456	316-794-2226	Supermarket
Geier Brothers, LLC dba Lyons Foodliner	Custis and Scott Geier	1105 West Main	Lyons	KS	67554	620-257-2337	Supermarket
White's Foodliner - Medicine Lodge	Pat White	225 S Iliff St	Medicine Lodge	KS	67104	620-532-3851	Supermarket
Love's Country Store 60_Norton_KS	Eric Cornell	303 W Holme St	Norton	KS	67654	785-877-5494	C Store
Jamboree Foods of Atwood Inc dba Jamboree Foods- Oakley	Rich Risewick	127 Converse	Oakley	KS	67748	785-671-3205	Supermarket
CRVS dba Eagle Store 10	Lee Stump	409 W. Frontier Parkway	Oberlin	KS	67749	970-522-0801	C Store
White's Foodliner - Phillipsburg	Pat White	934 Third St.	Phillipsburg	KS	67661	620-532-3851	Supermarket
White's Foodliner - Scott City	Jordan White	1314 S Main St	Scott City	KS	67871	620-532-3851	Supermarket
Clasen, Inc. dba Gene's Heartland Foods Smith Center	Ray Gembala	321 West Highway 36	Smith Center	KS	66967	316-524-3238	Supermarket
Ray's Apple Market - St. Mary's	Rob Floersch	801 East Jesuit Lane	St Marys	KS	66536	785-321-1170	Supermarket
CRVS dba Eagle Store #12	Lee Stump	218 Eas Highway 36	St. Francis	KS	67756	970-522-0801	C Store
White's Foodliner dba St. John's Market	Pat White	329 North US 281 Hwy	St. John	KS	67576	620-532-3851	Supermarket
CRVS dba Eagle Store #11	Lee Stump	204 West Avenue A	Syracuse	KS	67878	970-522-0801	C Store
Brother's Market - Tonganoxie	Jay Devries	319 Ridge Street	Tonganoxie	KS	66086	913-845-2949	Supermarket
Love's Travel Center 769_Topeka_KS	Eric Cornell	1811 NW Brickyard Rd.	Topeka	KS	66618	785-357-8302	Travel Center
Supermarket El Torito	Octavio Sosa	3000 NW Topeka Blvd	Topeka	KS	66617	816-668-2471	Supermarket
CRVS dba Eagle Store #7	Lee Stump	117 W Kansas	Tribune	KS	67879	970-522-0801	C Store
Country Harvest Apple Market	Scott Stanley	901 Oak Street	Valley Falls	KS	66088	785-945-3315	Supermarket
Clasen, Inc dba Gene's Heartland Foods Wamego	Ray Gembala	1003 West Highway 24	Wamego	KS	66547	316-524-3238	Supermarket
Grant's Lick Market	Mitesh Vithal Patel	971 Kenton Station Rd.	Alexandria	KY	41001	859-635-7714	C Store

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Shivashakti, Inc	Kanubhui Patel	4805 Nashville Road	Bowling Green	KY	42101	270-745-7989	C Store
OM DEEP, Inc. dba T Mart	Virendra Durbar	1205 Adam Street	Bowling Green	KY	42101	270-782-5800	C Store
Teg Food Stores	Ravinder Singh	813 Saloma Rd	Campbellsville	KY	42718	270-849-3456	C Store
RMB Food Mart, LLC	Snehalor Gautam Patel	5399 Concrete Road	Carlisle	KY	40311	859-289-6118	C Store
Go Time Chavies	Kim and Scott King	5903 KY 28	Chavies	KY	41727	606-436-3822	C Store
Shriji Petroleum dba Cumberland Marathon	Bobby Chaudhari	605 Redskin Dr	Cumberland	KY	40823	606-589-0001	C Store
Go Time - Cynthiana	Kim and Scott King	1182 US 27 South	Cynthiana	KY	41031	606-272-6700	C Store
Cox Foods Frenchburg Market	Martin Cox	1175 Ky 36	Frenchburg	KY	40322	606-785-3140	Supermarket
Kentucky Lake Oil Co dba Pocket's Convenience Store	Chris Reeves	1008 S Highland Drive	Fulton	KY	42071	270-472-2885	C Store
Super Quik, Inc. #8	Mark Lehman	960 North Carole Malone Blvd	Grayson	KY	41143	606-232-6033	C Store
VIP Fuels LLC, VIP #3 Mud Creek	Michael Moore	6310 HWY 979	Grethel	KY	41631	606-789-4442	C Store
VIP Fuels, LLC dba VIP Fuels #1	Michael Moore	2059 Rt 1428	Hager Hill	KY	41222	606-789-2338	C Store
Cox Food Group dba Casey's IGA	Martin Cox	130 Holly Hills Mall Road	Hindman	KY	41822	606-785-3140	Supermarket
Go Time 2 - Irvine, KY	Kim and Scott King	1402 Winchester Rd	Irvine	KY	40336	606-272-6700	C Store
Jiffy Mart, Inc.	Mike Chaney	807 Hwy 15	Jackson	KY	41339	606-666-5986	C Store
Cox Food Group dba Jackson IGA	Martin Cox	1550 Highway 15 South	Jackson	KY	41339	606-785-3140	Supermarket
Go Time #3 Jackson	Kim and Scott King	9630 Hwy 15 s	Jackson	KY	41339	606-791-3343	C Store
Go Time #5 Lancaster	Kim and Scott King	403 Stanford Street	Lancaster	KY	40444	606-272-6700	C Store
Horse Park LLC	Baldev Steve-Chokshi	4438 Georgetown Rd	Lexington	KY	40511	513-532-8959	C Store
Colson's Market, Inc.	Cheryl Marcum	1190 N Hwy 421	Manchester	KY	40962	606-598-6814	C Store
Cox Food Group dba Manchester IGA	Martin Cox	414 Manchester Square	Manchester	KY	40962	606-785-3140	Supermarket
Fatboy's Pizza & Grill	Melinda Craft	12063 Main Street	Martin	KY	41649	606-285-1000	C Store
Cox Food Group dba McDowell IGA	Martin Cox	9623 Ky Route 122	Mc Dowell	KY	41647	606-785-3140	Supermarket
Kentucky Lake Oil Company dba Pocket's #115	Chris Reeves	1102 Octane Drive	Murray	KY	42071	270-753-1323	C Store

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Jay Shri Krishna Inc dba Quick Mart 6	Mahesh Patel	5141 US 23 N	Nippa	KY	41240	606-297-1779	C Store
VIP Fuels #2 Paintsville	Michael Moore	1456 Euclid Ave	Paintsville	KY	41240	606-787-0394	C Store
VIP Fuels, LLC dba VIP Fuels #7	Michael Moore	114 Mt. Pkwy	Salyersville	KY	41465	606-789-2338	C Store
Love's Country Store 238_Shepherdsville_KY	Eric Cornell	1090 Cedar Grove Road	Shepherdsville	KY	40165	502-543-7000	Travel Center
Go Time #1	Kim and Scott King	12056 Campton Rd	Slade	KY	40376	1-606-663-7890	C Store
Smith Grove Travel Center	Virendra Durbar	605 South Main	Smiths Grove	KY	42171	270-563-4713	C Store
South Shore Foodland	Mark McCane	65 KZ Ratliff Lane	South Shore	KY	41175	606-932-3119	Supermarket
Cardinal Country Store #1	Matt Tomlinson	9469 US Highway 23 South	Stanville	KY	41659	606-477-6383	C Store
Lewis Co Foodland	Mark McCane	50 Market Dr.	Vanceburg	KY	41179	606-796-2424	Supermarket
Cox Food Group dba West Liberty IGA	Martin Cox	1778 W. Main Street	West Liberty	KY	41472	606-785-3140	Supermarket
Lextime LLC dba BP Winchester	Ali Azhar	108 Rolling Hills Lane	Winchester	KY	40391	859-737-3372	C Store
Go Time #4 Winchester	Kim and Scott King	290 Van Meter Rd	Winchester	KY	40391	606-272-6700	C Store
Food Junction LLC - Arcadia	Manjit Singh Warar	1433 Hazel St	Arcadia	LA	71001	318-560-0009	C Store
Food Junction,LLC #5 - Benton	Manjit Singh Warar	1198 Linton Road	Benton	LA	71006	318-560-0009	C Store
Food Junction, LLC - Benton	Manjit Singh Warar	6602 Hwy. 3	Benton	LA	71006	318-560-0009	C Store
Hebert's of Henderson, Inc.	Mark Hebert	1046 C Henderson Hwy	Breaux Bridge	LA	70517	337-228-7828	Supermarket
Allison G. Enterprise, LLC dba Bayou Belle Truck Stop and Casino	Nadir Kherany	2924 Grand Point Hwy	Breaux Bridge	LA	70517	337-667-6579	Travel Center
Victor's Fuel Stop, LLC - Converse	Manjit Singh	119 North Front St.	Converse	LA	71419	318-560-0009	C Store
Food Junction, LLC - Coushatta	Manjit Singh Warar	5145 Highway 1	Coushatta	LA	71019	318-560-0009	C Store
Galliano Food Store	Dannie Burregi	18210 West Main St.	Galliano	LA	70354	985-632-7195	Supermarket
Brown's Food Mart	Jim Brown	620 Main St	Hackberry	LA	70645	337-762-4632	Supermarket
Haughton Grocery Inc	Sam Karkar	102 E. Taylor St.	Haughton	LA	71037	318-949-1367	C Store
Teweld's Piggly Wiggly	Michelle Dauenhauer	2695 Jean Lafitte Blvd	Jean Lafitte	LA	70067	504-6894	Supermarket
Victor's Fuel Stop, LLC - Kickapoo	Manjit Singh Warar	4144 Hwy 171	Kickapoo	LA	71030	318-560-0009	C Store

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Brown's Neighborhood Market	Pat Brown	10051 Gulf Highway	Lake Charles	LA	70607	337-905-3013	Supermarket
Food Junction, LLC - Logans Port	Manjit Singh Warar	2200 Main Street	Logans Port	LA	71049	318-560-0009	C Store
Food Junction	Manjit Singh	1239 Evans Loop	Mansfield	LA	71052	936-347-2042	C Store
Love's Country Store 523_Duson_LA	Eric Cornell	126 Lexington Dr	Rayne	LA	70578	337-873-7880	Travel Center
Sam's Grocery	Mike Ali	2924 West 70th St	Shreveport	LA	71108	318-631-2009	C Store
Food Junction,LLC #4 - Stonewall	Manjit Singh Warar	1137 Highway 171	Stonewall	LA	71078	318-560-0009	C Store
Misse's Grocery, Inc.	David Misse	106 East Lincoln	Sulpher	LA	70063	337-527-6924	Supermarket
Champagnes Quality Food's INC. DBA Champagnes #687	Pat Nero	901 Tate Cove Road	Ville Platte	LA	70586	337-363-8062	Supermarket
Pride Stores - Agawam, MA	Robert Bolduc	6 North Westfield Street	Agawam	MA	01001	413-737-6992	C Store
Tweedo's Pizza and Dairy Bar	Tim Fissette	3 Dunn Rd	Ashburnham	MA	01430	978-827-6999	Supermarket
Pride Stores - Belchertown	Robert Bolduc	165 State Street	Belchertown	MA	01007	413-737-6992	C Store
Pride Truck Stop - Chicopee	Robert Bolduc	363 Burnett Rd.	Chicopee	MA	01020	413-594-5436	Travel Center
Pride Stores - Chicopee, MA	Robert Bolduc	167 Chicopee Street	Chicopee	MA	01013	413-737-6992	C Store
Pride Stores - East Longmeadow	Robert Bolduc	618 North Main St	East Longmeadow	MA	01028	413-737-6992	C Store
Pride Stores - Hadley	Robert Bolduc	25 Russell Street	Hadley	MA	01035	413-737-6992 Corporate	C Store
Pride Stores - Holyoke, MA	Robert Bolduc	1553 Dwight Street	Holyoke	MA	01040	413-737-6992	C Store
Pride Stores - Ludlow, MA	Robert Bolduc	478 Center Street	Ludlow	MA	01056	413-737-6992	C Store
Pride Stores - Northampton, MA	Robert Buldoc	375 King Street	Northampton	MA	01060	413-737-6992	C Store
Hungry Hill, Inc. dba Shamrock Market	Ron Teji	1116 St. James Ave	Springfield	MA	01104	413-221-0553	C Store
Pride - Springfield - State St.	Robert Bolduc	700 State St	Springfield	MA	01109	413-737-6992	C Store
Pride Stores - Springfield, MA	Robert Bolduc	1110 Wilbraham Road	Springfield	MA	01109	413-737-6992	C Store
Pride Stores - Springfield-West St.	Robert Bolduc	77 West Street	Springfield	MA	01104	413-737-6992	C Store
Pride Stores - Westfield, MA	Robert Bolduc	234 East Main Street	Westfield	MA	01085	413-737-6992	C Store

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Browning Foodland	Rick Disimone	406 Weber Road	Oakland	MD	21550	301-334-8105	Supermarket
Athen's Corner Store	Julie Jewell	8 Main St	Athens	ME	04912	207-654-3341	C Store
Gowell's Market	Bill & Bonnie Nolin	121 Hampshire Street	Auburn	ME	04210	207-782-2000 Store	Supermarket
Star Energy, Inc. dba Riverside Xpress	Haides Mahmood	240 Riverside Drive	Augusta	ME	04330	207-622-2362	
Leadbetter's Super Stop - Hammond	Jeff Leadbetter	1105 Hammond St	Bangor	ME	04401	207-941-2100	C Store
Leadbetter's Super Stop - Bangor, Broadway	Jeff Leadbetter	1065 Broadway	Bangor	ME	04401	207-942-3663	C Store
Leadbetter's Super Stop - Bangor, Stillwater	Jeff Leadbetter	322 Stillwater Ave	Bangor	ME	04401	207-942-4500	C Store
Bracketts Market	Steve Brackett	185 Front Street	Bath	ME	04530	207-443-2012	Supermarket
North Country Store, LLC	Linda Cipriano	70 Main St	Bingham	ME	04920	207-672-6261	C Store
JRS Corp dba Bowdoin Town Store	Monsurul Hamid	1076 Main St	Bowdoin	ME	04287	207-666-8118	C Store
Leadbetter's Super Stop - Bucksport	Jeff Leadbetter	42 US Route 1	Bucksport	ME	04416	207-469-4242	C Store
Elmers Country Store	Ab Morris	1039 US-1	Columbia Falls	ME	04623	207-598-6548	C Store
C.N. Brown dba The Big Apple Convenience Store - Corinna	Heidi Planz	119 Newport Road	Corina	ME	04928	207-743-4200 ext. 2113	C Store
Main Street Grocery	Jane Oliver Gravel	5 Coastal MarketPlace	Damariscotta	ME	04543	207-563-3507	Supermarket
Circle K #7101 dba Mac's Convenience Stores, LLC - Gray	Jeff Hanning	225 Shaker Road	Gray	ME	04039	330 630 6300 X-8170	C Store
Gowells Store Inc dba Gowell Shop N Save Greene_Greene_ME	Rick Gowell	440 Route 202	Greene	ME	04236	207-946-5100	Supermarket
Circle K #7112 dba Mac's Convenience Stores, LLC	Jeff Hanning	748 Route 202	Greene	ME	04236	330 630 6300 X-8170	C Store
Tom T Convenience	Tom Thibideaux	2507 Route 2	Hermon	ME	04401	207-848-2440	C Store
Leadbetter's Super Stop - Holden	Jeff Leadbetter	729 Main Rd	Holden	ME	04429	207-843-6411	C Store
Houlton Restaurant, LLC dba Houlton Big Stop Restaurant	Andrew Ouimet	267 North Street	Houlton	ME	04730	960-747-6782 ext 223	Travel Center
Maine Woods Resorts, LLC	David or Luisa Surprenant	749 Central Street	Millinocket	ME	04462	207-745-5687	Other
MST, Inc dba LJ's Express	William Jordan	24 Elm Street	Milo	ME	04463	207-943-3204	C Store
Flying Pond Variety	Robert Grenier	165 Pond Road	Mount Vernon	ME	04352	207-293-2916	C Store
Lloyds Family Market	William Lloyd	10 Gilman Falls Ave.	Old Town	ME	04468	207-403-0935	C Store
C.N. Brown dba The Big Apple Convenience Store - Orland	Heidi Planz	723 Arcadia Hwy	Orland	ME	04472	207-743-4200 ext. 2113	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
C.N. Brown dba The Big Apple Convenience Store - Oxford	Heidi Planz	467 Main Street	Oxford	ME	04270	207-743-4200 ext. 2113	C Store
Circle K #7110 dba Mac's Convenience Stores, LLC	Jeff Hanning	5 Bridge Street	Rumford	ME	04276	330-630-6300 X-8170	C Store
Maritime Energy dba Maritime Farms Steamboat	Karrie Heald	161 E Main St	Searsport	ME	04974	207-548-2728	C Store
CN Brown- Big Apple - Turner	Heidi Planz	10B Brody Way	Turner	ME	04282	207-743-4200 ext 2113	C Store
Town Line Video Plus	Renee Grover	3163 Atlantic Highway	Warren	ME	04864	207-975-1414	C Store
Duck Pond Variety	Josh Gelston	1275 Bridgeton Rd.	Westbrook	ME	04092	2078545791	C Store
Deb's Variety	Jeremy Tyler	324 Stream Road	Winterport	ME	04496	207-223-4433	C Store
Circle K #7109 dba Mac's Convenience Stores, LLC	Jeff Hanning	48 Main Street	Winthrop	ME	04364	330 630 6300 X-8170	C Store
Ben's Supercenter, Inc.	Jim Zyrowski	4436 West Main	Brown City	MI	48416	810-346-2835	Supermarket
Settler's Coop, Inc.	Tracey Rader	14043 US Hwy 45	Bruce Crossing	MI	49912	906-827-3515	Supermarket
Pat's Foods - Calumet	Joe Campioni	56845 Station St	Calumet	MI	49913	906-482-7500	Supermarket
Love's Country Store 701_Capac_MI	Eric Cornell	1336 Wadhams Rd	Capac	MI	48079	810-395-9690	Travel Center
D Brothers Party Store Inc. #7	Amer Assaf	43544 Gratiot Street	Clinton Township	MI	48036	586-465-5957	C Store
Express Poultry-Dearborn, MI	Wissam Sabra	15038 West Warren	Dearborn	MI	48126	313-584-1020	Supermarket
Express Poultry-Ford Road	Wissam Sabra	26026 Ford Road	Dearborn Heights	MI	48127	313-584-1020	Supermarket
Ever Fresh Fruit Market	Tom Collins	20125 Ann Arbor Trail	Dearborn Heights	MI	48127	313-271-1000	Supermarket
EZ Stop dba Sharif Market, Inc.	Karam Shango	2102 South Dort Highway	Dort	MI	48507	810-239-4445	Other
Blarney Castle Oil Co dba EZ-Mart	Shawn Gray	29582 Channel Rd	Drummond Island	MI	49726		C Store
Blarney Castle Oil Co. dba EZ Mart - East Jordan	Shawn Gray	651 Water St	East Jordan	MI	49727		C Store
Elmer's County Market	Mike Dagenais	412 North Lincoln Road	Escanaba	MI	49829	906-789-0151	Supermarket
NZ Wholesale Inc dba Zerka Beer & Wine	Shouky Zerka	2605 Corunna Road	Flint	MI	48503	810-233-9777	C Store
Pat's SuperValu	Joe Campioni	409 N 9th St	Gladstone	MI	49837	906-482-7500	Supermarket
Pat's Foods - Hancock	Joe Campioni	801 Market St	Hancock	MI	49930	906-482-7500	Supermarket

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B & D Party Store, Inc.	William Brown	8974 Sand Beach Rd	Harbor Beach	MI	48441	989-550-8456	C Store
Watkins Transport, Inc. - Hillsdale	Deb Boardman	240 South Broad Street	Hillsdale	MI	49242	517-437-2845	C Store
Pat's Foods _ Festival	Joe Campioni	47401 Hwy M-26	Houghton	MI	49931	906-482-7500	Supermarket
Blarney Castle Oil Co dba Kincheloe EZ Mart	Shawn Gray	4440 Tone Rd	Kincheloe	MI	49788	906-495-5100	C Store
Pat's Foods - L'Anse	Joe Campioni	139 N Main St	L'Anse	MI	49946	906-482-7500	Supermarket
Shish Factory Inc.	David Azra	27609 Plymouth RD	Livonia	MI	48150		C Store
Ben's Supercenter, Inc.	Kristen Kinney	6541 Plaza Drive	Marlette	MI	48453	810-346-2835 Ext. 239	Supermarket
Kaabil Inc	Sunny Patel	812 W Laketon Ave	Muskegon	MI	49441	317-572-0149	C Store
3 Boys, Inc. dba BP Gas Station	Gus Zora	58955 Gratiot Ave	New Haven	MI	48048	586-749-9070	C Store
Blarney Castle Oil Co dba Hilltop Express - Newaygo	Shawn Gray	6353 E 88th St	Newaygo	MI	49337-9245	231-652-6659	C Store
Pat's Foods - Norway	Joe Campioni	529 Main St	Norway	MI	49870	906-482-7500	Supermarket
Pat's Foods - Ontonagon	Joe Campioni	751 Greenland Rd	Ontonagon	MI	49953	906-482-7500	Supermarket
Stephenson Marketing Coop, Inc.	Jesse Betters	W. 3993 Third Street	Powers	MI	49874	906-753-4455	C Store
Pantry Restaurant & Truck Stop	Jim Damitz	10455 Bay Shore Drive	Rapid River	MI	49878	906-474-2118	Travel Center
Pat's Foods - Sault Sainte Marie	Joe Campioni	917 Ashmun Street	Sault Sainte Marie	MI	49783	906-482-7500	Supermarket
Stephenson Marketing Cooperative Inc.	Jesse Betters	W5599 County Road G12	Stephenson	MI	49887	906-753-4455	C Store
Zaia Boys Inc dba Shell Food Mart	Sam Odish	39600 Van dyke Ave	Sterling Heights	MI	48313	586-698-2071	C Store
BTS Spot-Lite, Inc. dba Hunter Wayne Liquor Store	Basil Yaldo	35201 Hunter Road	Westland	MI	48185	734-721-2570	C Store
Blarney Castle Oil Co dba Hilltop Express	Shawn Gray	6398 E 36 St	White Cloud	MI	49349		C Store
Don's I-94	Bob Hanauska	310 8th Street South	Albany	MN	56307	320-845-4646	C Store
Don's Food Pride - Appleton	Timothy Dittes	41 West Sorenson	Appleton	MN	56208	320-289-1731	Supermarket
Jerry's Home Quality Foods	Jerry Hahn	105 1st Ave. N.	Arlington	MN	55307	507-237-5165	Supermarket
Lindner Hagen Grocers, Inc. dba Lake of the Woods Foods	Steve Hagen	108 Main Ave	Baudette	MN	56623	218-634-2662	Supermarket
Marketplace Foods Bemidji	Randy Jeager	2000 Paul Bunyan Drive	Bemidji	MN	56601	218-444-1400	Supermarket

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Ortons Convenience Stores - Cass Lake	Frank Orton	6864 US 2 NW	Cass Lake	MN	56633	218-547-1719	C Store
REB Co., Inc. dba Brink's Market	kevin Brink	11460 Brink Ave	Chisago City	MN	55013	651-257-1700	Supermarket
Cottonwood Co-Op Oil Company	Sandy Kolhei	147 Barstad Road	Cottonwood	MN	56229	507-423-6282	C Store
Hugo's Family Marketplace #4	Bob O' Halloran	1310 University Ave.	Crookston	MN	56716	218-281-3690	Supermarket
Tim's Food Pride	Tim Dittes	6th & Spruce	Dawson	MN	56232	320-769-4377	Supermarket
Cenex Deer River, MN	Sarah Bellefy	105 Main Ave.	Deer River	MN	56636	218-246-2110	Supermarket
Grand Central, Inc. dba Central Market	John Lofberg	301 Frazee St. E.	Detriot Lakes	MN	56501	218-844-3663	Supermarket
Hugo's Family Marketplace #5	Kristen Winges	306 14th St. NE	East Grand Forks	MN	56721	218-773-2418	Supermarket
Jerry's Home Quality Foods	Jerry Hahn	417 Main Avenue	Gaylord	MN	55334	507-237-5165	Supermarket
Farmers Store of Hallock	Thomas Tom-Swanson	25 East Broadway	Hallock	MN	56728	218-843-2647	Supermarket
Rush Foods, Inc. dba Harmony Foods	Brad Hoiness	55 Center Street West	Harmony	MN	55971	507-864-2878	Supermarket
Montevideo Market	Tim Dittes	132 W Nichols Ave	Montevideo	MN	56265	320-269-8274	Supermarket
Farmers Union Oil Co. dba Montevideo Granite Falls Co-op	Robin Enevoldsen	605 W Hwy 212	Montevideo	MN	56265	320-269-8861	C Store
Marketplace Foods Moose Lake	Randy Jeager	70 Arrowhead Lane	Moose Lake	MN	55767	218-485-4336	Supermarket
Mums The Word, LLC dba Nicolett Mart	Kevin Schwartz	220 Main Street	Nicolett	MN	56074	507-232-3232	C Store
Mille Lacs Band of Ojibwe_Grand Market Grocery	Tom Hass	1660 Ataage Drive	Onamia	MN	56359	320-532-4055	Supermarket
Hartman, Inc. dba Hartman's Supervalu Foods - Ortonville	William Hartman, Jr.	149 1st Street NW	Ortonville	MN	56278-1437	320-839-2583	Supermarket
Hugo's Family Marketplace #11	Kristen Winges	101 4th Street East	Park Rapids	MN	56470	218-732-3368	Supermarket
Keystone, Inc. dba Central Market	john Lofberg	211 Market Dr	Perham	MN	56573-2124	218-346-6750	Supermarket
Rush Foods, Inc. dba Preston Foods	Brad Hoiness	105 Fillmore Street West	Preston	MN	55971	507-864-2878	Supermarket
Red Lake Chippewa Trading Post	Allen Retz	24400 Hwy 1 East	Red Lake	MN	56671	218-679-2325	Supermarket
Rush Foods, Inc. dba Rushford Foods	Brad Hoiness	400 South Mill St.	Rushford	MN	55971	507-864-2878	Supermarket
Red's Hometown Market	Pat Longmire	500 East Main St.	Spring Grove	MN	55974	507-498-5484	Supermarket
Hugo's Family Marketplace #7	Wally Walseth	Pennington & 1st Street	Thief River Falls	MN	56701	218-681-8555	Supermarket

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Linder Hagen Enterprises dba Doug's Supermarket	Steve Hagan	310 Main Avenue NE	Warroad	MN	56763	218-386-1246 ext 223	Supermarket
Karsch & Sons IncKarsch's Village Market	John Karsch	1730 Old Hwy M	Barnhart	MO	63012	636-223-2300	Supermarket
Love's Country Store 488_Bloomsdale_MO	Eric Cornell	8349 Enterprise Rd	Bloomsdale	MO	63627	573-483-9235	Travel Center
C & R Central Office dba C & R Supermarkets - Boonville	Mark Thomas	1004 Main Street	Boonville	MO	65233	660-385-2151	Supermarket
Ayers Oil Company dba Ayerco Store #35 - Bowling Green	Brad Ayers	18048 Business Highway 161 South	Bowling Green	MO	63334	573-324-3006	C Store
C & R Central Office dba C & R Supermarkets - California	Mark Thomas	1021 Buchanan Street	California	MO	65018	660-385-2151	Supermarket
Niemann Foods dba County Market #409	John Bocke	1805 Elm Street	Canton	MO	63435	217-221-5060	Supermarket
PAJCO dba Rhodes 101 Stop Store 135 - Cape Giradeau	Brent Anderson	546 S. Sprigg St.	Cape Girardeau	MO	63703	573-334-7733	C Store
PAJCO, Inc. dba Rhodes 101 Stop Store 180 - Cape Giradeau	Brent Anderson	449 S. Kingshighway	Cape Girardeau	MO	63701	573-334-7733	C Store
Niemann Foods, Inc. dba Pick-A-Dilly Quick Stop	Kevin Walker	101 East Hwy 19	Center	MO	63436	217-221-5600	C Store
7 Express	Ron Crainshaw	13858 North State Highway 7	Climax Springs	MO	65324	573-347-2950	C Store
Hannah's General Store	Mike Keeth	725 W. Jefferson Avenue	Conway	MO	65632	417-589-2327	C Store
Niemann Foods Inc. dba Pick A Dilly	John Bocke	100 South First Street	Edina	MO	63537	217-221-5060	C Store
Warrenton Oil Company dba FastLane #26 Eolia)	Kalen Frese	101 West Outer Road	Eolia	MO	63344	636-235-7007	C Store
Circle K 1613	Shella Sicilia	100 Old Town	Eureka	MO	63025	636-938-9111	C Store
PAJCO dba Rhodes 101 Stop Store 370 - Farmington	Brent Anderson	1609 W. Columbia	Farmington	MO	63640	573-334-7733	C Store
PAJCO dba Rhodes 101 Stop Store 380 - Farmington	Brent Anderson	1250 Maple Street	Farmington	MO	63640	573-334-7733	C Store
C & R Central Office dba C & R Supermarkets - Fayette	Mark Thomas	600 South Church Street	Fayette	MO	65248	660-385-2151	Supermarket
PAJCO dba Rhodes 101 Stop Store 160 - Fruitland	Brent Anderson	5040 HWY 61	Fruitland	MO	63755	573-334-7733	C Store
C & R Central Office dba C & R Supermarkets - Fulton	Mark Thomas	640 Fulton Commons Drive	Fulton	MO	65251	660-385-2151	Supermarket
Warrenton Oil Company dba FastLane #48 Tanglewood)	Kalen Frese	2213 Cardinal Drive	Fulton	MO	65251	636-235-7007	C Store

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Niemann Foods dba County Market 182	John Bocke	202 Steamboat Bend Shopping Center	Hannibal	MO	63401	217-221-5060	Supermarket
5 Star Supermarket	Sid Kingston	Highway 54 West	Hermitage	MO	65668	417-745-2123	Supermarket
Karsch's Village Market	John Karsch	10742 MO-21 Bus	Hillsboro	MO	63050	636-310-1102	Supermarket
PAJCO dba Rhodes 101 Stop Store 155 - Jackson	Brent Anderson	4640 State HWY 72	Jackson	MO	63755	573-334-7733	C Store
Warrenton Oil Co. dba FastLane #31 Jonesburg)	Kalen Frese	512 First Street	Jonesburg	MO	63351	636-235-7007	C Store
Lipari Brothers Sunfresh	John Lipari	3110 Prospect Ave	Kansas City	MO	64128	816-924-1846	Supermarket
C & R Central Office dba C & R Supermarket #2473 - La Plata	Mark Thomas	109 East Clark St.	La Plata	MO	63549	660-385-2151	Supermarket
Circle K # 1652	Tim Lukoski.	1001 Lake St. Louis Blvd	Lake St. Louis	MO	63367	636-625-1636	C Store
Niemann Foods Inc. dba County Market-Louisiana	John Bocke	3328 Georgia Street	Louisiana	MO	63353	217-221-5060	C Store
C & R Central Office dba C & R Supermarket #2013 - Macon	Mark Thomas	703 E. Briggs Dr.	Macon	MO	63552	660-385-2151	Supermarket
PAJCO dba Rhodes 101 Stop Store 265 - Malden	Brent Anderson	914 N. Douglas Street	Malden	MO	63863	573-334-7733	C Store
M&J Coslet Express Mart	Jesse Coslet	161 S Benton Suite 2	Marshall	MO	65340		C Store
Love's Country Store 313_Matthews_MO	Eric Cornell	100 Love's Industrial Drive	Matthews	MO	63867	573-471-4944	Travel Center
C & R Central Office dba C & R Supermarket #477 - Monroe City	Mark Thomas	13 Mark Twain Shopping Center	Monroe City	MO	63456	660-385-2151	Supermarket
Crossroads General Store 707	Shelley Wiler	707 South Sturgeon	Montgomery City	MO	63361	575-733-6178 Store	C Store
Warrenton Oil Co. dba FastLane #47 Moscow Mills)	Kalen Frese	240 College Campus Drive	Moscow Mills	MO	63362	636-235-7007	C Store
Warrenton Oil Company dba FastLane #33 T.R. Hughes)	Kalen Frese	1001 Tom Ginnever	O'Fallon	MO	63366	636-235-7007	C Store
Niemann Foods dba County Market - Palmyra	John Bocke	1208 South Main	Palmyra	MO	63461	217-221-5060	Supermarket
Please Stop LLC	Hassan Shehimy	7500 NW River Park	Parkville	MO	64152	816-548-5357	C Store
PAJCO Inc dba Rhodes 101 Stop Store 350 - Perryville	Brent Anderson	1314 N. Perryville Blvd	Perryville	MO	63775	573-334-7733	C Store
Rozier's Food Center- Perryville	Jay Lottes	217 N. Main Street	Perryville	MO	63775	573-547-6523	Supermarket
Pevely Conoco	Milap Patel	1999 Hwy Z	Pevely	MO	63070	636-475-7800	C Store

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Piedmont Gas Mart	John Berger	523 S. Main Street	Piedmont	MO	63957	573-224-3875	C Store
Retail Grocer Dynamics Corps dba Laney's	Christopher Veach	500 S. Main Street	Pleasant Hope	MO	65725	417-267-2234	Supermarket
Trail's End Truck Stop	Karen Brown	1303 US Hwy 136 W	Rock Port	MO	64482	660-744-6389	Travel Center
Straubs Fine Grocers dba Midtowne Markets	Sharon G. Laberta	317 Hawthorne Ave	Saint Charles	MO	63301	866-725-2121	Supermarket
Rozier's Country Mart - Ste Genevieve	Janet Cox	180 Plaza Dr	Sainte Genevieve	MO	63570	573-883-3535	Supermarket
Brother's Market - Savannah	Matt Stockdale	402 East Price Street	Savannah	MO	64485	816-324-3181	Supermarket
Anjali Investments LLC dba Ruby's Liquors & Gas	Ramesh Gupta	320862 Hwy 37	Seligman	MO	65745	417-662-3400	C Store
C & R Central Office dba C & R Supermarket #471 - Shelbina	Mark Thomas	201 N. Center	Shelbina	MO	63468	660-385-2151	Supermarket
Love's Country Store 643_Sikeston_MO	Eric Cornell	1401 S Main St	Sikeston	MO	63801	573-472-6428	Travel Center
C & R Central Office dba C & R Supermarkets-Slater	Mark Thomas	133 East Maple Street	Slater	MO	65349	660-529-3113	Supermarket
Brother's Market- St Joseph	Jay DeVries	1004 Fifth Avenue	St Joseph	MO	64505	248-321-5940	Supermarket
St Clair Country Mart	Tim Hensley	925 Plaza Drive	St. Clair	MO	63077	636-629-1137	Supermarket
Road Ranger #242	Retta Mosier	22345 Highway 28	St. Robert's	MO	65584	815-315-4953	C Store
Lawsons Quick Stop	David Lawson	104 Hill Street	Stewartsville	MO	64490	816-669-3396	C Store
Niemann Foods dba County Market #392-Vandalia	John Bocke	1555 West Hwy 54	Vandalia	MO	63382	217-221-5060	Supermarket
The 54 package Store	Zygmin Patel	1295 East Highway 54	Vandalia	MO	63382	573-594-3500	C Store
Warrenton Oil Company dba FastLane #23 North)	Kalen Frese	1010 N. Highway 47	Warrenton	MO	63383	636-235-7007	C Store
LMC Convenience Store, LLC dba Interstate Food Mart	Michael Hadrick	26075 Highway 17	Waynesville	MO	65583	573-774-2973	C Store
Sharps Market Inc	Doug Sharp	18305 Hwy 45 N	Weston	MO	64098	816-640-2431	Supermarket
R and S Business Enterprises dba Valero	Salina Khan	200 S Main St	Windsor	MO	65360	816-694-7509	C Store
Niemann Foods dba County Market #399-Winfield	John Bocke	11 Winfield Plaza	Winfield	MO	63389	217-221-5060	Supermarket
BP Wright City	Ahmed Ridi	13190 Veterans Memorial Parkway	Wright City	MO	63390	636-791-1280	C Store
Star Energy, Inc. dba Riverside Xpress	Haides Mahmood	240 Riverside Drive	Augusta	MS	04330	207-622-2362	C Store

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Denson Food Mart Inc. Chevron - Bay Springs	Lloyd Denson	2828 Hwy 15 N	Bay Springs	MS	39422	601-764-2945	C Store
Blue Mountain Shell	Kevin Ghanem	112 N Guyton Blvd	Blue Mountain	MS	38610	662-685-9000	C Store
J&R International XIII dba Lakeside Food Mart	Jayesh Patel	1911 MS-147	Brandon	MS	39047	601-665-3315	C Store
Denson Oil Co dba Red Apple Texaco - Brandon	Gary Gordon	915 W. Government St.	Brandon	MS	39042	601-735-9687	C Store
Brandon Chevron	Jaspreet Singh	307 West Government Street	Brandon	MS	39042	601-824-0748	C Store
Love's Country Store 564_Columbus_MS	Eric Cornell	Hwy 82 & Tuscaloosa Rd	Columbus	MS	39702	662-244-4793	Travel Center
Darling Market Place Inc.	Otis Buckley	179 Darling Rd	Darling	MS	38623	662-326-4289	C Store
Jordan's Kwik Stop #26	Mark Richie	6125 Hwy 49N	Dundee	MS	38626	870-227-2151	C Store
Southern Oil Company dba Fast Track	Mitchell Morris	401 E. Main	Florence	MS	39073	601-845-3476 Store	C Store
Love's Country Store 420_Flowood_MS	Eric Cornell	730 Highway 80 East	Flowood	MS	39232	601-420-8324	Travel Center
Denson Oil Co dba Red Apple Texaco - Flowood	Gary Gordon	110 Lakeland Heights Blvd	Flowood	MS	39232	601-735-9687	C Store
Denson Oil Co dba Red Apple Texaco - Forest	Gary Gordon	702 Highway 35 South	Forest	MS	39074	601-735-9687	C Store
Those Guys LLC dba The Landing	Channing Hodges	2218 Hwy 82 East	Greenwood	MS	38930	662-455-1745	C Store
Love's Country Store 595_Gulfport_MS	Eric Cornell	9240 County Farm Road	Gulfport	MS	39503	228-832-0199	Travel Center
Sagar Janvi LLC dba Outfitters	Nisha Patel	8995 Hwy 304	Hernando	MS	38632	901-826-2992	C Store
Sayle Oil Co. Inc. dba Holcomb Gas Mart	Eddie Barnes	8368 Hwy 7 South	Holcomb	MS	38940	662-226-4039	C Store
Houston Deli Mart	Alaghbari Salah	943 N. Jackson Street	Houston	MS	38851	662-456-5325	C Store
Watkin's Shell	Natalie Jones	5492 Watkins Drive	Jackson	MS	39206	601-573-7405	C Store
United Development	Avtar Singh	1001 W. County Line Rd	Jackson	MS	39272	601-622-2789	C Store
Aggie Mart	Adel Badr	900 Highway 2	Kossuth	MS	38834	662-665-0203	C Store
Love's Country Store 639_Lake_MS	Eric Cornell	6138 Lake Norris Road	Lake	MS	39092	601-775-0011	Travel Center
Slayden Travel Market	Samer Issa	2710 Hwy 72	Lamar	MS	38642	662-252-1951	C Store
Fleet Morris Petroleum - Magee	Bradley Morris	203 Raleigh Dr Northeast	Magee	MS	39111	601-849-9836 Store	C Store
Mantachie Express	Nabil Ali Eidhah	3590 Hwy 371	Mantachie	MS	38855		C Store

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Love's Country Store 393_Magnolia_MS	Eric Cornell	1119 Airport Fernwood Rd	McComb	MS	39648	601-684-3353	Travel Center
Fleet Morris Petroleum - Mendenhall	Bradley Morris	3097 Simpson Hwy 13	Mendenhall	MS	39114	601-847-7052	C Store
Abbey Mart	Tarsem Singh	9034 Germantown Rd.	Olive Branch	MS	38654	662-874-6483	C Store
Bethel Rd, LLC	ANUMASLAM Allah	4805 Bethel Rd	Olive Branch	MS	38654	901-800-8406	C Store
SAN PIO, INC. dba 5 Star Express	Mark Said	9968 Goodman Rd. Hwy 302	Olive Branch	MS	38654	985-503-3698	C Store
Store of Oxford	Mohammad Said	129 Hwy 30 E	Oxford	MS	38655	662-236-4930	C Store
I-55 Development LLC dba Sunny Chevron - Philadelphia	Tony Singh	10051 Cooper Williams Rd	Philadelphia	MS	39350	601-951-1534	C Store
Sunny Shell dba Sunny Truckstop	Jay Singh	5073 N. Hwy. 17	Pickens	MS	39146	601-951-1534	C Store
JB's Quick Stop	Sammy Alzabary	296 West Oxford Street	Pontotoc	MS	38863	662-489-6602	C Store
A&W Quick Stop LLC dba B-One Stop	Adel Badr	477 CR 514	Rienzi	MS	38865	662-286-9889	C Store
Chevron Food Mart 2, LLC	Obad Saeed	2001 City Avenue North	Ripley	MS	38663	662-837-0044	C Store
TriMurti Ent, LLC dba Senatobia Marathon	Parbat Khunti	509 E Main St	Senatobia	MS	38668	662-562-0502	C Store
Shaw NAB LLC	Nasser Alwashim	208 Hwy 61 S	Shaw	MS	38773		C Store
Break Time LLC.	Sunny Singh	1045 Louisville St	Starkville	MS	39759	601-878-0101	C Store
Denson Oil Co dba Red Apple Chevron - Stringer	Gary Gordon	1176 Hwy 15	Stringer	MS	39481	601-735-9687	C Store
Terry Texaco Food & Gas, LLC	Saadia Zahid	511 W. Cunningham Avenue	Terry	MS	39170	601-506-7164	C Store
Hajar Enterprises, Inc.	Hajar Obad	2066 Hwy. 61 North	Tunica	MS	38676	662-357-7151	C Store
Shop Rite	Monther Erar	153 Hwy 178	Tupelo	MS	38804	662-844-2200	C Store
Sayle Oil Co dba Water Valley Gas Mart	Eddie Barnes	231 Frostland Drive	Water Valley	MS	38965	662-473-4957	C Store
Denson Oil Co dba Red Apple Chevron - Waynesboro	Gary Gordon	706 Mississippi Drive	Waynesboro	MS	39367	601-735-9687	C Store
Robin Hood of West Point	Ahmed Alamari	746 South Eshman Avenue	West Point	MS	39773	662-494-8975	C Store
Muno's Stop N Go	Bob Singh	100 N. Applegate St.	Winona	MS	38967	662-283-2411	C Store
Orbit Discount Store	Rashad Sana	1415 E Broadway St	Yazoo City	MS	39194	662-528-3327	C Store

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Milligan's Inc. dba Stillwater Market	Steve Nummerador	2 South Woodard	Absarokee	MT	59001	406-328-4314	Supermarket
Boshart Enterprises dba Big T #43	Aaron Boshart	110 West 3rd	Big Timber	MT	59011	406-932-5446	Supermarket
Story Distributing Co. dba Casey's Corner Store #5	Calvin Wilson	4135 Valley Commons Drive	Bozeman	MT	59718	406-586-6077	C Store
Broadus IGA #31	Mark & Rita Wenzel	120 South Park	Broadus	MT	59317	406-436-2288	Supermarket
Rich's Food Town, Inc.	Richard Chadwick	209 West Central Ave	Browning	MT	59417	406-450-0723	Supermarket
Columbus IGA Plus #84	Denise Caton	133 North 5	Columbus	MT	59019	406-322-5718	Supermarket
Gary & Leo's Fresh Foods IGA - Conrad	Jamey Byrnes	600 South Main Street	Conrad	MT	59425	406-278-7843	Supermarket
Heritage Food Store	Douglas Carpenter	109 South Lane Avenue	East Helena	MT	59635	406-227-5304	Supermarket
Gary & Leo's Fresh Foods IGA - Florence	Linda Johnston	5537 Highway 91 N	Florence	MT	59833	406-273-2791	Supermarket
Rich's Food Town Inc. dba Everyday IGA North	Richard Chadwick	2505 6th Ave North	Great Falls	MT	59401	406-761-7506	Supermarket
Reese & Ray's IGA - Hardin	Greg Farvero	901 North Center	Hardin	MT	59034	406-665-1682	Supermarket
Gary & Leo's Fresh Foods IGA - HavreGary	John Malisani	730 1st Street	Havre	MT	59501	406-265-1404	Supermarket
Reese & Rays IGA - Laurel	Matt Heinz	205 1st Ave S	Laurel	MT	59044	406-628-2315	Supermarket
Beartooth Mountain Corporation Inc. dba Beartooth Market #87	Shawn Halvorsen	201-211 Oaks	Red Lodge	MT	59068	406-446-2684	Supermarket
Reese & Ray's IGA #751 - Sidney	Kelly Burke	203 Second St NW	Sidney	MT	59270	406-482-3737	Supermarket
Barnes Ent., Inc. /Westside Grocery	Frank Barnes	145 West 2nd Street	Whitefish	MT	59937	406-862-4535	C Store
Love's Country Store 714_Charlotte_NC	Eric Cornell	2603 Sam Wilson Rd	Charlotte	NC	28214-9087	704-392-7511	Travel Center
Love's Country Store 667_Mebane_NC	Eric Cornell	1217 Trollingwood Hawfields Rd	Mebane	NC	27302	919-563-1814	Travel Center
Love's Country Store 741_Reidsville_NC	Eric Cornell	2103 Barnes Street	Reidsville	NC	27320	336-342-1656	Travel Center
Love's Country Store 507_Salisbury_NC	Eric Cornell	1105 Peeler Rd Ste 100	Salisbury	NC	28146	704-630-6767	Travel Center
Love's Country Store 497_Statesville_NC	Eric Cornell	229 Mocksville Hwy	Statesville	NC	28677	704-838-1539	Travel Center
Leevers Food, Inc.	Doug Highland	176 4th Avenue South	Carrington	ND	58421	701-662-8646	Supermarket
Hugo's Family Marketplace #10	Kristen Winges	155 East 12th Street	Grafton	ND	58237	701-352-0770	Supermarket

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Hugo's Family Marketplace #2	Kristen Winges	1631 S. Washington	Grand Forks	ND	58201	701-772-3419	Supermarket
Hugo's Family Marketplace #3	Kristen Winges	1925 13th Ave. N.	Grand Forks	ND	58203	701-772-5531	Supermarket
Hugo's Family Marketplace #8 Main Store	Kristen Winges	1750 32nd Ave. South	Grand Forks	ND	58201	701-746-0688	Supermarket
Hugo's Family Marketplace #6	Kristen Winges	1315 Columbia Rd.	Grand Forks	ND	58201	701-772-7283	Supermarket
Hankinson Market, Inc. dba Miller's Fresh Foods	Jeff Miller	320 Main Ave. S.	Hankinson	ND	58041	701-242-7656	Supermarket
Hugo's Family Marketplace #9	Kristen Winges	310 1st Ave. South	Jamestown	ND	58401	701-252-0981	Supermarket
Marketplace North Hill	Randy Jeager	2211 16th St NW	Minot	ND	58701	218-485-4336	Supermarket
Marketplace Foods Broadway	Randy Jaeger	1620 South Broadway	Minot	ND	58701	218-751-9644	Supermarket
Marketplace Foods- Arrowhead	Randy Jaeger	1600-2nd Avenue, SW	Minot	ND	58701	218-751-9644	Supermarket
Marketplace Food Main Store	Randy Jaeger	1930 S Broadway,	Minot	ND	58701	218-751-9644	Supermarket
Leevers Food Inc.	Doug Highland	202 Main Street	Rolla	ND	58367	701-477-3119	Supermarket
Leevers Food, Inc.	Doug Highland	148 South Central Avenue	Valley City	ND	58072	701-662-8646	Supermarket
Love's Country Store 474_Williston_ND	Eric Cornell	13586 57th St NW	Williston	ND	58801	701-572-3578	Travel Center
Alliance Grocery Kart Inc.	Becky Maser	207 East 3rd	Alliance	NE	69301	308-762-7725	Supermarket
CRVS dba Eagle Store #14	Lee Stump	651 Chestnut	Arapahoe	NE	68922	970-522-0801	C Store
Cubby's- Bellevue	DeLone Wilson	7613 S 36th Street	Bellevue	NE	68147	402-733-3541	C Store
Cubby's- Bennington	Delone Wilson	15625 C W Hadan Drive	Bennington	NE	68007	402-453-2468	C Store
Cubby's- Blair	Delone Wilson	1458 Washington	Blair	NE	68008	402-453-2468	C Store
The Grocery Kart	Dave Green	937 East "E" Street	Broken Bow	NE	68822	308-872-3124	Supermarket
Shurfine Food Center 164	Debra Svoboda	805 G Street	Burwell	NE	68823	308-346-4705	Supermarket
Cubby's- Columbus	Delone Wilson	4812 Howard Blvd	Columbus	NE	68601	402-453-2468	C Store
Ray's Apple Market - Fairbury	Ron Winslow	1415 K Street	Fairbury	NE	68352	402-729-2355	Supermarket
Tom's Shell	Hamal Patel	1105 S. Broad Street	Freeman	NE	68025	712-389-8784	C Store
Qwik 6	Toni Tauber	1535 1st Street	Friend	NE	68359	402-748-3661	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Len & Jo's Supermarket	Tony Shotkoski	227 Broadway Street	Fullerton	NE	68638	308-536-2451	Supermarket
Fresh Foods Inc	Ben Dishman	1270 10th Street	Gering	NE	69341	308-633-2901	Supermarket
Adams Corner Market	Adam Ferguson	30 LaBarre Street	Gibbon	NE	68840	308-468-5333	Supermarket
Gordon Super Foods	Aaron Colton	401 Hwy 20	Gordon	NE	69343	308-282-0244	Supermarket
Peterson's Supermarket	Steve Peterson	404 9th Street	Gothenburg	NE	69138	308-537-2048	Supermarket
Cubby's- Gothenburg	Delone Wilson	301 Southlake Ave.	Gothenburg	NE	68138	308-537-3202	C Store
Cubby's- Greenwood	Delone Wilson	13504 238th Street	Greenwood	NE	68366	402-453-2468	C Store
Holdrege Market Place #1364	Galen Banzhaf	1419 Burlington St.	Holdrege	NE	68949	308-995-8650	Supermarket
Hills Family Foods	Dirk Hill	131 East 5th Street	Imperial	NE	69033	308-882-5218	Supermarket
Plum Creek Market	Shawn Whittaker	1411 Plum Creek Parkway	Lexington	NE	68850	308-324-2327	Supermarket
Gary's Super Foods- McCook	Gary Suhr	212 Westview Plaza	McCook	NE	69001	308-534-1224	Supermarket
Western Oil, Inc. dba Speedee Mart	John Dilsaver	923 238th Road	Milford	NE	68405	402-618-0333	C Store
Cubby's- Neligh	Lezlie Maguire	210 L. Street	Neligh	NE	68756	402-453-2468	C Store
Cubby's- Norfolk	Lezlie Maguire	1303 Ta Ha Zouka Drive	Norfolk	NE		402-453-2468	C Store
Gary's Super Foods	Gary Suhr	1620 E. 4th Street, Suite 110	North Platte	NE	69101	308-368-5505	Supermarket
Gary's Super Foods II	Gary Suhr	1921 West A Street	North Platte	NE	69101	308-532-7134	Supermarket
Gini, LLC dba Andy's Quick Stop	Hamal Patel	101 S. Charde Ave	Oakland	NE	68045	712-389-8784	C Store
Cubby's- Omaha Mormon Bridge)	Delone Wilson	9220 Morman Bridge Rd.	Omaha	NE	68152	402-453-2468	C Store
Cubby's- Old Market	Delone Wilson	601 South 13th Street	Omaha	NE	68102	402-453-2468	C Store
Western Oil Inc dba Speedee Mart- Omaha	John Dilsaver	5205 S 72	Omaha	NE	68127	402-331-0505	C Store
Cubby's- O'Neil	Delone Wilson	204 East Hwy 20	Oneil	NE	68763	402-453-2468	C Store
Ord Grocery Kart	Kiley White	136 North 15th	Ord	NE	68862	308-728-5861	Supermarket
Cubby's- Pender	Lezlie Maguire	701 S 4th Street	Pender	NE	68047	402-453-2468	Supermarket
Rae Valley Market, LLC	Larry Temme	315 Front Street	Petersburg	NE	68652	402-386-5771	Supermarket

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Love's Travel Stops & Country Store #784_Schuyler_NE	Eric Cornell	979 Road E	Schuyler	NE	68661	402-352-7909	Travel Center
Panhandle Co-Op	Eric King	401 South Beltline Hwy West	Scottsbluff	NE	69363	308-632-5303	Supermarket
Cubby's- Shelby	Delone Wilson	600 E. Hwy 81 & 92	Shelby	NE	68662	402-453-2468	C Store
Hometown Market	Blake Schwartz	813 6th St.	St Paul	NE	68873	308-754-4471	Supermarket
Maline's Super Foods	Robert Maline	100 West County Road 295	Sutherland	NE	69165	308-386-4757	Supermarket
Cubby's- Syracuse	Lezlie Maguire	110 N. 30th Road	Syracuse	NE	68152	402-453-2468	C Store
Cubby's- Wakefield	Delone Wilson	206 Oak Street	Wakefield	NE	68784	402-453-2468	C Store
Cubby's- Yutan	Delone Wilson	546 County Road M	Yutan	NE	68073	712-623-4444	C Store
C.N. Brown dba The Big Apple Convenience Store - Berlin	Heidi Planz	120 East Mason Street	Berlin	NH	03570	207-743-4200 ext. 2113	C Store
C.N. Brown dba The Big Apple Convenience Store - Colebrook	Heidi Planz		Colebrook	NH	03576	207-743-4200 ext. 2113	C Store
AG Supermarkets, Inc dba Vista - Laconia	Eric Tinker	376 South Main Street	Laconia	NH	03246	1-603-223-5448	Supermarket
C.N. Brown dba The Big Apple Convenience Store - Lancaster	Heidi Planz	215 Main Street	Lancaster	NH	03584	207-743-4200 ext. 2113	C Store
Wesco Inc. dba Champlain Farms #220	David Simendinger	114 Hanover Street	Lebanon	NH	03766	802-864-5155	C Store
Shop Express 2	Anas Ahmad	27 Sunapee Street	Newport	NH	03773	603-674-3387	C Store
Borderline Beverage	JG Patel	20 Market Street	Somersworth	NH	03878	603-692-4244	C Store
RNA Food Services	Romany Saleh	1347 Kennedy Blvd	Bayonne	NJ	07702	917-979-0842	Other
Quick Mart Pharmacy	Al Patel	100 Ryders Ln	Milltown	NJ	08850	732-745-7222	Supermarket
ASA Gas, LLC dba Exxon New Brunswick	Gevork Boyadzhyan	1200 Sommerset Street	New Brunswick	NJ	08901	732-565-9377	C Store
Love's Country Store 22_Clayton_NM	Eric Cornell	703 S 1st St	Clayton	NM	88415	575-374-9548	C Store
Mimbres Food Mart	Syed Ashraf	420 E Cedar St	Deming	NM	88030	575-647-9125	C Store
Love's Country Store 760_Eunice_NM	Eric Cornell	16 Andrews Hwy	Eunice	NM	88231	575-394-0015	Travel Center
Love's Country Store 215_Gallup_NM	Eric Cornell	3380 W Historic Hwy 66	Gallup	NM	87301-6841	505-863-3849	Travel Center
Love's Country Store 733_Las Vegas_NM	Eric Cornell	347 N. Grand Ave.	Las Vegas	NM	87701	505-425-9453	Travel Center

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Love's Country Store 257_Milan_NM	Eric Cornell	257 Horizon Blvd	Milan	NM	87021	505-287-2981	Travel Center
Super Save Discount Foods, Inc. #103 - Russells' Southlawn, LLC	Henry Archuleta	1265 S. 2nd Street	Raton	NM	87740	575-445-2331	Supermarket
Love's Country Store 262_Tucumcari_NM	Eric Cornell	1900 Mountain Road	Tucumcari	NM	88401	575-461-1900	Travel Center
Great Basin Foods	Paul & Roanne Christian	1 Broadway Street	Alamo	NV	89001	775-725-3341	Supermarket
333 Eagles Landing Travel Plaza	Cary Huff	1057 South Lower Flat Top Drive, Unit A	Mesquite	NV	89027	801-920-9191	Travel Center
Caz Mini Mart	Alex Mothanna	576 Hertel Ave B	Buffalo	NY	14207	716-8738001	C Store
ADA Properties, Inc dba Food Mart	Yonnas Ghirmatzion	211 Niagara Street	Buffalo	NY	14201	716-400-5300	C Store
Lucky's Food Market, Inc.	Ali Magid	729 Sycamore St.	Buffalo	NY	14212	716-816-8122	C Store
Two Men & A Lady Inc. DBA Gordon's Deli & Cafe	Gordon Corrao	10 Front St	Croton Falls	NY	10519	914-277-2150	Supermarket
Samal 198 Food Corp dba My Town Marketplace - Highland Falls	Jesus Alberto Rodriguez	198 Main St	Highland Falls	NY	10928	845-446-3663	Supermarket
Shubh NY Inc. dba On The Way	Samir Sam-Desai	2368 Hamburg TPKE	Lackawanna	NY	14218-2522	973-807-8823	C Store
Umar Petroleum Inc	Saleem Hayat	4270 Main Street	Port Henry	NY	12974	518-572-8689	C Store
Mount Read Gas	Askar Salem	430 Mt. Read Blvd.	Rochester	NY	14611	585-360-3213	C Store
Three Stars Mini Market	Ali Ahmed	658 Hudson Ave.	Rochester	NY	14621	585-694-3861	C Store
Allisah 1155 Food Corp dba My Town Marketplace - Rosendale	Jesus Alberto Rodriguez	1155 NY-32	Rosendale	NY	12472	845-446-3663	Supermarket
Ports Petroleum dba Fuel Mart 767	Joel Teague	1004 Bowling Green Road	Bradner	OH	43406	330-264-1885	C Store
Friendly Markets of Celina, LLC	David Giesige	725 West Logan St	Celina	OH	45822	419-586-5777	Supermarket
Santosh Petro, LLC	Vineet Gupta	1710 Elmore St	Cincinnati	OH	45223	513-681-0103	C Store
Marathon Food	Barry Abebe	3601 Montgomery Rd.	Cincinnati	OH	45207	513-518-5625	C Store
Simon's Supermarket	Basharat Simon-Hussain	11501 Buckeye Road	Cleveland	OH	44110	216-417-3539	Supermarket
Willowick Market dba Euclid Mini Mart & Gas	Saleem Hussain	27611 Euclid Ave	Euclid	OH	44132	440-571-2022	C Store
Chachoo, Inc. dba Miami Quick Stop	Javed Iqball	667 Riverside Dr	Hamilton	OH	45011	513-276-5994	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Love's Country Store 370_Hubbard_OH	Eric Cornell	2586 N Main St	Hubbard	OH	44425-3244	330-534-1820	Travel Center
Veer Petroleum LLC DBA Loveland Shell	Sanjeev Kaushal	10629 Loveland Madeira Road	Loveland	OH	45140	917-880-6776	C Store
M n R Investments, LLC dba Oxford State Marathon	Nik Patel	2954 Cincinnati Dayton Rd.	Middletown	OH	45044	513-377-7192	C Store
Love's Travel Stop & Country Store #744_Obetz_OH	Eric Cornell	6023 Alum Creek Dr.	Obetz	OH	43137	614-491-8477	Travel Center
Mike Tell Char, Inc. dba Bassett's Market	Charlie Bassett	3994 East Harbor Rd	Port Clinton	OH	43452	419-341-1498	Supermarket
RUDRA, LLC dba Reading BP Mart	Vinay Patel	8400 Reading Rd	Reading	OH	45215	513-479-1316	C Store
Love's Country Store 747_Sidney_OH	Eric Cornell	2241 Fair Road	Sidney	OH	45365	937-492-1163	Travel Center
Ken Price, LLC dba Boland's Mini Mart	Chris Boland	16709 US HWY 52	West Portsmouth	OH	45663	740-858-9566	C Store
Love's Travel Stop & Country Store #80_Ada_OK	Eric Cornell	524 West Main Street	Ada	OK	74820	1-580-436-1292	C Store
Love's Country Store 18_Alva_OK	Eric Cornell	607 East Oklahoma Blvd	Alva	OK	73717	580-327-4500	C Store
A & H Gas and Go dba Ardmart	Samy Ahmad	1202 N Washington St.	Ardmore	OK	73401	580-465-3778	C Store
Love's Country Store 268_Atoka_OK	Eric Cornell	1811 S. Mississippi Street	Atoka	OK	74525	580-889-9394	Travel Center
Beggs Pit Stop	Mohammed Islam	206 state Hwy 16	Beggs	OK	74421	918-770-8886	C Store
Love's Country Store 373_Colbert_OK	Eric Cornell	2150 Leavenworth Trail	Colbert	OK	74730	580-296-5940	Travel Center
Cromwell Kings Travel Plaza	Maqsood Chaudhry	11249 St Hwy 56	Cromwell	OK	74837		Travel Center
Laughing Buddha	Kirtana Shrestha	424 North Van Buren	Enid	OK	73703	405-778-0149	C Store
Love's Country Store 19_Guymon_OK	Eric Cornell	101 SE 2nd Street	Guymon	OK	73942	580-338-2414	C Store
Love's Country Store 385_Hinton_OK	Eric Cornell	4400 N Broadway Street	Hinton	OK	73047	405-542-3836	Travel Center
Love's Country Store 74_Lindsay_OK	Eric Cornell	502 West Cherokee	Lindsay	OK	73052	405-756-4826	C Store
Love's Country Store 274_Okemah_OK	Eric Cornell	102 West Coplind	Okemah	OK	74859	918-623-2024	Travel Center
Thunder C LLC dba Thunder Express	Anuj Shrestha	1101 N Sooner Road	Oklahoma City	OK	73117	405-412-3709	C Store
Stop N Go	Joy Redford	801 S. 14th	Ponca City	OK	74601	580-765-9128	C Store

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Savanna Kings Travel Plaza Inc. dba Kings Travel Plaza	Jitender "JJ" Jaswal	9062 State Hwy. 69 South	Savanna	OK	74565	405-426-9447	Travel Center
HR & SS, Inc. Bordertown Truckstop)	Sam Rauf	111 East County Rd 2	South Coffeyville	OK	74072	620-515-5650	Travel Center
Super Mart	James Beck	1205 East 1st Street	Tahlequah	OK	74464	918-458-9222	C Store
Log Store North LLC	Jason Marzullo	14968 Hwy 82	Tahlequah	OK	74464	918-931-9358	C Store
Log Store South LLC	Jason Marzullo	16294 Hwy 62	Tahlequah	OK	74464	918-931-9358	C Store
Love's Country Store 638_Texhoma_OK	Eric Cornell	1430 US Hwy 54 E	Texhoma	OK	73949	580-423-6126	C Store
Love's Country Store 213_Tonkawa_OK	Eric Cornell	16501 W Fountain Road	Tonkawa	OK	74653	580-628-5335	Travel Center
Love's Travel Stop & Country Store 120_Vian_OK	Eric Cornell	706 S Thornton St.	Vian	OK	74962	580-290-6058	Travel Center
Love's Travel Stop and Country Store #794_Watonga, OK	Eric Cornell	1520 E Russworm Drive	Watonga	OK	73772	5806232206	Travel Center
Love's Country Store 658_Watts_OK	Eric Cornell	3033 Hwy 412	Watts	OK	74964	918-422-4300	Travel Center
Country Market Inc	Khalil Alomari	40490 Old Hwy 30	Astoria	OR	97103	615-310-2192	Supermarket
Sundown Ent. Dba Mountain High Grocery	Paul O'Donnell	215 D Street	Detroit	OR	97342	503-854-3696	In Line
American Market	Vic Singh	8580 Grand Ronde Rd.	Grand Ronde	OR	97347	503-879-2825	Supermarket
Metro Mart Inc	Jagdeep Mahal	1120 W Highland Ave	Hermiston	OR	97838	541-567-1699	C Store
Love's Country Store 372_Ontario_OR	Eric Cornell	1041 NW Washington Ave	Ontario	OR	97914	541-823-8282	Travel Center
GBPM, Inc., dba Alston County Store & Video	Brar Babou-Parvinder	25239 Alston Road	Rainier	OR	97048	503-556-9685 Store	C Store
Love's Country Store 449_Troutdale_OR	Eric Cornell	400 NW Frontage Rd	Troutdale	OR	97060	503-665-7741	Travel Center
Tanish Convenience LLC DBA Your Choice at Lime Ridge	Naymesh Patel	6307 Columbia Blvd	Bloomsburg	PA	17815	732-996-3604	C Store
Regal Investments of Nepa, LLC dba Convenient Food Mart	John Regal	69 South Main St	Carbondale	PA	18407	570-233-6439	C Store
Vaadas Inc. DBA 25th Street Sunoco	Devendra Kumar Patel	201 S. Wood Ave.	Easton	PA	18042	610-250-9322	C Store
Lisi Oil Co. DBA Lisi Shell	Randy Lisi	3662 Peters Mountain Rd.	Halifax	PA	17032	717-896-8611	C Store
Reed Oil dba Last Minit Mart - Jamestown	Teri Quinn	101 Liberty Street	Jamestown	PA	16134	724-932-5150	C Store
Love's Country Store 366_Jonestown_PA	Eric Cornell	22 Old Forge Road	Jonestown	PA	17038-8230	717-861-7390	Travel Center

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Bald Eagle Truck Stop	Sharanjit "Sonny" Singh	612 McElhatten Dr.	McElhatten	PA	17748	570-769-6455	Travel Center
SAI William LLC dba Your Choice	Ashok Patel	447 Broad St	Montoursville	PA	17754	570-368-3174	C Store
Reed Oil dba Last Minit Mart - New Castle	Jeff Taylor	2335 Harlensburg Road	New Castle	PA	16101	724-658-3991	C Store
Jai Mahakali LLC dba Quick Shop 2	Maulik Patel	600 New Columbia Rd.	New Columbia	PA	17856	570-568-0220	C Store
Reed Oil dba Last Minit Mart - New Wilmington	Richard Verneulin	961 State Road 18	New Wilmington	PA	16142	724-946-8672	C Store
Sunrise Express Mart	Ravi Panchal	1679 Norbath Blvd	Northampton	PA	18067	484-560-4564	C Store
Jai Ganesh Deva LLC dba Quick Shop 1	Maulik Patel	3 Fowlersville Rd.	Orangeville	PA	17859	570-336-4528	C Store
Love Mart LLC DBA Love Mart	Ravi Singh	548 Mauch Chunk Road	Palmerton	PA	18071	610-390-2280	C Store
Food Express dba Tobyhanna, Inc.	Tarak Patel	111 PA Route 423	Pocono Pines	PA	18350	570-646-5261	C Store
Amaj LLC dba Convenient Food Mart 3030	Tejash Patel	899 Davis St.	Scranton	PA	18505	570-346-3004	C Store
G & G Xpress Marts, Inc.	John Gilchrist	1227 South Main Ave.	Scranton	PA	18504	570-871-4031	C Store
Snow Shoe Travel Plaza Inc.	Joe Grewal	529 East Sycamore Road	Snow Shoe	PA	16874	814-387-4300	Travel Center
Shiv Petroleum Inc dba Springdale Food Mart	Satish Lathiya	627 Pittsburgh St	Springdale	PA	15044		C Store
Miles City WSD LLC DBA Sparta Gas Station & Mini Mart	Wadia Daoud	1233 Easton Rd	Warrington	PA	18976	570-760-4535	C Store
SAI Watson, LLC dba Your Stop	Ashok Patel	15 Main St	Watsontown	PA	17777	570-538-1593	C Store
Rashmi Enterprises, Inc.	Anil Kumar	8188 Anthony Hwy	Waynesboro	PA	17268	905-488-0690	C Store
Panaderia El Sultan		Calle Carrao #123	Mayaquez	PR	00680	787-265-7462	C Store
Puerto Rico Local Investment PRLI dba San Martin Food Court	Angel Santiago	San Martin Shopping Center	Rio Piedras	PR	00924	787-653-5353	Food Court
Love's Country Store 657_Cayce_SC	Eric Cornell	2015 Bluff Rd	Cayce	SC	29201	803-799-8787	Travel Center
Love's Country Store 333_Fort Mill_SC	Eric Cornell	135 Sutton Ridge Ln	Fort Mill	SC	29708-9400	803-802-7132	Travel Center
Love's Country Store 424_Lexington_SC	Eric Cornell	340 Longs Pond Road	Lexington	SC	29073	803-957-7856	Travel Center
Love's Country Store 396_Newberry_SC	Eric Cornell	36 Dusty Road	Newberry	SC	29108	803-321-6075	Travel Center
Love's Country Store 326_Orangeburg_SC	Eric Cornell	3205 Five Chop Rd	Orangeburg	SC	29115	803-534-1655	Travel Center

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Balajee Properties, LLC dba Lee's Quick	Prashant Somani	3792 Byrnes Dr.	St Stephen	SC	29479	843-567-5378	C Store
Navadi, LLC dba Short Trip #4	Dharmesh Patel	2 Chuch Street	Summerton	SC	29148	803-485-2215	C Store
Hloucha Enterprises dba Chamberlain Food Center	John Hloucha	100 Paul Gust Road	Chamberlain	SD	57325	605-234-5556	Supermarket
Clark Community Oil dba Big C Travel Plaza	Troy Grensberg	801 1st Avenue East	Clark	SD	57225	605-532-3691	C Store
Big D Oil Company -Deadwood	Brenda Stedjee	402 Main Street	Deadwood	SD	57732	605-342--6777	C Store
GF Buche Co.	Chris McFayden	222 West Highway 18	Gregory	SD	57533	605-835-9616	Supermarket
L&R of Huron, Inc. dba Fair City Foods	Doris Mutchelknaus	100 Dakota Avenue North	Huron	SD	57350	605-352-0831	Supermarket
Lemmon IGA #120	Larry Woolston	411 Main Ave	Lemmon	SD	57638	406-436-2512	Supermarket
Hartman, Inc. dba Hartman's Family Foods - Milbank	Bob Hartman	222 E Railway Ave	Milbank	SD	57252	605-432-4543	Supermarket
GF Buche Co.	Chris McFayden	620 Highway 18	Mission	SD	57555	605-856-4418	Supermarket
Cubby's- Mitchell West)	Delone WIlson	1700 West Haven	Mitchell	SD	57301	605-996-1951	C Store
Merkel's Foods, Inc.	Annie Orth	416 North Main Street	Mobridge	SD	57601	605-845-7560	Supermarket
GF Buche Co	Chris McFayden	560 S. 1st Street	Pine Ridge	SD	57770	605-835-9616	Supermarket
B & L Food Stores,Inc dba Redfield Food Center	Kent Erickson	516 N. Main Street	Redfield	SD	57469	605-472-0424	Supermarket
Cubby's- Sioux City Dakota Dunes)	Delone WIlson	200 N. Tower Road West	Sioux City	SD	57049	605-232-9263	C Store
Cubby's- Sioux Falls North Cliff)	Delone Wilson	3420 North Cliff Avenue	Sioux Falls	SD	57104	402-453-2468	C Store
Cubby's- Sioux Falls West 12th)	Delone Wilson	4700 West 12th Street	Sioux Falls	SD	57107	605-332-8911	C Store
Cubby's- W 49th	Delone Wilson	2101 W 49th Street	Sioux Falls	SD	57105	605-332-8911	C Store
Cubby's- Tea	Delone Wilson	101 W 1st Street	Tea	SD	57064	605-368-2912	C Store
GF Buche Co.	Chris McFayden	401 West Hwy. 46	Wagner	SD	57380	605-384-5411	Supermarket
RPB Ontario LLC dba A&B Mini Mart	Sanket Patel	408 E. Main Street	Adamsville	TN	38310	731-632-9251	C Store
Arlington Travel Center	Nadiya Moosani	4935 Airline Rd.	Arlington	TN	38002	901-867-8025	C Store
Star Market	Salah Ayyeh	8233 Hwy 412 South	Bells	TN	38006	731-663-2003	C Store
Singh Food Mart	Sukhjit K. Boparai	1500 E. Main Street	Brownsville	TN	38012	731-772-2008	C Store

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Kentucky Lake Oil Company dba Pocket's Convenience Store #106	Chris Reeves	101 US Hwy. 641	Camden	TN	38320	270-753-1323	C Store
101 Travel Center	Sal Shwfer	7311 Hwy 104 N	Cedar Grove	TN	38321	631-375-7774	Travel Center
Sudden Service #75	Alan George	1550 Hankook Rd	Clarksville	TN	37043	615-242-8466	C Store
Misty Market	Harry Singh	10172 SR 56	Coalmont	TN	37313	423-902-1678	C Store
Mikhail, Inc. dba One N All 3	Ali Bhamani	2015 Houston Levee Rd.	Collierville	TN	38017	901-319-8761	C Store
Heer & Heer Inc dba T-Mart	Vick Heer	1205 N Willow Ave	Cookeville	TN	38501	931-528-0327	C Store
Exxon Houston Levee Inc dba Breaktime	Aman Devji	101 North Houston Levee Road	Cordova	TN	38018	678-570-6327	C Store
Love's Country Store 306_Dandridge_TN	Eric Cornell	1058 Deep Springs Road	Dandridge	TN	37725	865-397-5040	Travel Center
Tate's Kwik Stop	Steven L. or Wendy J. Tate	547 S. Main Street	Dyer	TN	38330	731-692-2860	C Store
Love's Country Store 641_Dyersburg_TN	Eric Cornell	3070 Lake Rd	Dyersburg	TN	38024-1693	731-287-0941	Travel Center
Tony's Foodland	Tony Hunter	5529 Clarksville Pike	Joelton	TN	37080	615-876-2203	Supermarket
Ryan and Family Inc. dba Kingsport Pit Stop D&D Energy)	Ajay Patel	1505 W. Stone Dr	Kingsport	TN	37660	606-348-7744	C Store
Ramkabir 2018, Inc dba Lonsdale Market and Deli	Dharmendra Harry-Patel	3208 Rudy St	Knoxville	TN	37921	865-524-5100 Store	C Store
Lakeland Food & Fuel	Akbar Roopani	9108 Hwy 64	Lakeland	TN	38002	901-387-1475	C Store
McKenzie Eagle Food Mart	Sachin Patel	15980 Highland Dr.	McKenzie	TN	38201		C Store
Fill N Go Travel Center, Inc.	Aymen Ayesh	3084 U.S. Hwy 61 S.	Memphis	TN	38109	901-417-6249	Travel Center
Love's Country Store 344_Memphis_TN	Eric Cornell	3371 Lamar Ave	Memphis	TN	38118-1611	901-433-7205	Travel Center
Adel's Food N Fuel dba Airways Express	Mohamed Adel Hanshali	2400 Airways Blvd	Memphis	TN	38114	662-536-6258	C Store
ZMR Investment, LLC dba Red Lion	Ali Bhamani	6200 Knight Arnold	Memphis	TN	38115	901-319-8761	C Store
Holmes Marathon	Amin Budhwani	6465 Holmes Rd.	Memphis	TN	38141	901-343-0957	C Store
Rupani and Sons dba Eden's Market	Mike Rupani	2799 S. Mendenhall Rd.	Memphis	TN	38115	901-365-0119	C Store
E-K Super Mart	Ekram Ibrahim	648 Chelsea Ave.	Memphis	TN	38107	901-376-5194	C Store
S-Mart	Saleem Virani	4890 Stage Rd	Memphis	TN	38128	901-386-2080	C Store

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Gas and Food Mart Inc.	Nawaz Virji	300 Poplar Avenue	Memphis	TN	38103	901-523-0381	C Store
Millbranch Exxon	Raheem Khetani	3201 Millbranch Rd	Memphis	TN	38116-1917	901-830-0864	C Store
Freeway Express LLC dba Freeway Express	Basel Ziyadeh	1058 S. Parkway	Memphis TN	TN	38106		C Store
Bappa Morya, Inc. dba White Oak Shell	Sanket Patel	9647 Hwy 22 North	Milledgeville	TN	38359	731-687-3391	C Store
Gabo Mart	Yusuf Abdulahi	4629 Navy Rd	Millington	TN	38053	901-872-1372	C Store
Paul's Market	Aziz Albdati	1800 Jefferson St	Nashville	TN	37208	971-563-7660	C Store
Disha, Inc. dba Westwood Warehouse	Dharmesh Patel	1220 Westwood St.	Paris	TN	38242	731-642-5515	C Store
Sudden Service #47	Alan George	2731 York Rd	Pleasant View	TN	37146	615-242-8466	C Store
Sudden Service 40	Alan George	9222 TN-52	Portland	TN	37148	615-626-3404	C Store
Teague Store, LLC	William Bowling	12940 Highway 64	Somerville	TN	38068	901-465-9444	C Store
Pilot Travel Centers #149	Gary Proulx	7720 Highway 222	Stanton	TN	38069	901-465-6128 Rest	C Store
Dahiba Inc dba Grundy Market	Satishkumar Patel	142 Colyar Street	Tracy City	TN	37387	423-322-9945 Jay	C Store
Sudden Service #55	Alan George	11181 Hwy 52 West	Westmoreland	TN	37186	615-242-8466	C Store
Love's Country Store 629_White House_TN	Eric Cornell	1001 Hwy 76	White House	TN	37188	615-672-0261	Travel Center
Love's Country Store 721_Alma_TX	Eric Cornell	105 SE Interstate IH 45	Alma	TX	75119	972-875-8103	Travel Center
FNBINA, LLC dba Stop and Shop #4	Sami Muhemmed	105 S. Marcos	Alto	TX	75925	936-858-2790	C Store
Chairman, LLC dba Stuckey's Pecan Shoppe	Zahid Raza	36040 IH 10	Anahuac	TX	77514	409-330-1700	C Store
Love's Country Store 447_Anthony_TX	Eric Cornell	3000 Mountain Pass Blvd	Anthony	TX	79821-7256	915-886-3915	Travel Center
Love's Country Store 610_Baird_TX	Eric Cornell	1333 US Hwy 283 N	Baird	TX	79504	325-854-0099	Travel Center
Golden SA dba Speedy Travel Center	Sherali Ali	595 Reagan Street	Barnhart	TX	76930	325-876-5300	Travel Center
Quick Deal Enterprises dba JRS Minute Maid	Jawed Ali	7724 Decker Drive	Baytown	TX	77520	713-240-0639	C Store
Love's Country Store 696_Beaumont_TX	Eric Cornell	7495 Smith Rd.	Beaumont	TX	77705	409-840-9602	Travel Center
Golden SA dba Big Wells Retail, Inc.		1710 Grand Ave.	Big Wells	TX	78830	830-457-2602	C Store
Love's Travel Center 767_Brownsville_TX	Eric Cornell	3400 Nafta Parkway	Brownsville	TX	78526	956-831-6770	Travel Center

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Amtul Enterprises, Inc. dba EZ Way	Aziz Amtul	115 South Houston Street	Bullard	TX	75757	903-894-7241	C Store
Golden SA dba Catarina One Stop	Sherali Ali	19682 US Hwy 83	Catarina	TX	78836	325-876-5300	C Store
Centerville Texan LLC	Altaf Hussain	1008 West saint Marys Street	Centerville	TX	75833	281-734-3432	C Store
Collinsville Group LLC dba Collinsville Food Mart	Stephen John	705 US Highway 377	Collinsville	TX	76233	979-627-0055	
Collinsville Group LLC dba Collinsville Food Mart	Mike Ladiwalla	705 US Highway 377	Collinsville	TX	76233	925-250-2246	C Store
IKE Traders, LLC dba Conroe Exxon 3	Ishtiaq aka Ali-Ahmed	3800 South Loop 336 East	Conroe	TX	77301	936-760-1119	C Store
Amar Walia Inc dba Speedy Beer & Wine	Manpreet Walia	3232 Sylvan Ave	Dallas	TX	75212	214-749-0041	C Store
Love's Country Store 481_Deer Park_TX	Eric Cornell	7005 La Porte Freeway	Deer Park	TX	77536	281-479-3430	Travel Center
Makhani Enterprises INC	Amin Makhani	127 IH 35 N	Devine	TX	78016	210-875-5250	C Store
S.S. Fuels - Five River Petroleum dba Penny's Food & Fuel #2	Penny Sidhu	11658 State Hwy 154 East	Diana	TX	75640	903-663-0200	C Store
Makhani Management LLC dba Amigos Travel Corner	Amin Makhani	16290 IH 35 South	Dilley	TX	78017	210-875-5250	C Store
Love's Country Store 626_Dumas_TX	Eric Cornell	720 N Dumas Ave	Dumas	TX	79029	806-935-0189	Travel Center
Saquib Enterprises dba J&K Corner Shell	Mehdi Dhukka	1601 E Main St	Eagle Lake	TX	77343	979-234-6390	C Store
Khawaja Enterprises, LLC dba Food Town South CITGO	Faseeh Rehman Khawaja	858 S Dill St.	East Bernard	TX	77435	979-335-6112	C Store
Love's Country Store 284_Edinburg_TX	Eric Cornell	8420 North Express Way 281	Edinburg	TX	78541	956-316-1782	Travel Center
Edna Enterprise Inc. dba Texana Food Mart	Amir Ali	1021 South Well's Street	Edna	TX	77957	361-782-2600	C Store
SFKR, LLC	Shahzad Asghar	8917 FM 279	Edom	TX	75756	903-852-5600	Other
Zurmik Ent LLC dba El Campo Truck Stop	Abdul Momin	21411 US 59	El Campo	TX	77438	832-212-8483	C Store
Love's Country Store 214_El Paso_TX	Eric Cornell	12800 Horizon Boulevard	El Paso	TX	79928	915-852-4021	Travel Center
Love's Country Store 298_Encinal_TX	Eric Cornell	40 East Hwy 44	Encinal	TX	78019	956-948-7044	Travel Center
Western Refining Retail, LLC dba Howdy's	Julie Ahlheim	1790 N. Fabens Rd	Fabens	TX	79838	505-893 - 2966	C Store
Flatonia Travel Plaza	Mahedi Maknojiya	1415 FM 609	Flatonia	TX	78941	832-466-2769	C Store
365 Food and Fuel Inc	Raj Singh	3101 N Fwy	Fort Worth	TX	76106	817-624-3975	C Store
Food Junction LLC - Garrison	Manjit Singh	432 US Hwy 59 N	Garrison	TX	75946	936-347-2042	C Store

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Churches Hill Grocery dba Jiffy Mart #6	Mubarak Bhandari	2850 E University Ave	Georgetown	TX	78626	502-869-7262	C Store
Valero Xpressway	Sabina Hossain	4303 Joe Ramsey Blvd E.	Greenville	TX	75401	804-869-5211	C Store
Southwest Conv. Stores dba 7-Eleven-Harrold	Ray Zeiher	19765 US Hwy 287	Harrold	TX	76364	432-438-6255	Travel Center
Love's Country Store 231_Hillsboro_TX	Eric Cornell	1501 Corsicana Hwy	Hillsboro	TX	76645	254-582-2101	Travel Center
Aulakh & Sons, Inc. dba Mchard Mart	Kushalpal Singh	16950 S Post Oak Road	Houston	TX	77053	646-644-2549	C Store
Tranco Food Mart	LeeTran Tran	13301 Hiram Clarke	Houston	TX	77045	713-433-3522	C Store
Come N Go, Inc. dba Sam's Mart #6	Sohail Karim	1518 Brittmoore Road	Houston	TX	77043	713-464-9002	C Store
Hobby Express Truck Stop	Mahedi Maknojiya	8702 Telephone Rd	Houston	TX	77061		C Store
L & R Convenience Co., LLC dba Hills Grocery	Frank Hermani	304 West First Street	Hughes Springs	TX	75656	903-639-3191	C Store
Love's Country Store 617_Hungerford_TX	Eric Cornell	350 E Walnut St	Hungerford	TX	77448	979-532-1503	Travel Center
Hub City Convenience Stores/Chisum #36-Iowa Park, TX	Gary Shaw	1501 N. Pacific Ave.	Iowa Park	TX	76367	806-407-7208	C Store
Jarrell C-Store, Inc.	Mushtaq Ali	12819 N Interstate 35 Frontage Rd	Jarrell	TX	76537	512-746-2155	C Store
Love's Travel Stop & Country Store #853-Kermit, TX	Eric Cornell	674 E State Hwy 302	Kermit	TX	79745	432-586-2777	Travel Center
Raina Food Mart, Inc. dba B & C Convenience	Amir Karovaliya	1600 N. Roy Reynolds Drive	Killeen	TX	76543	832-212-3331	C Store
Shawn Ibrahim, Inc.dba Moody's Travel Plaza		9119 Highway 225	La Porte	TX	77571	281-542-1300	Travel Center
Love's Travel Stop & Country Store 762_Laredo_TX	Eric Cornell	101 Pinnacle Rd.	Laredo	TX	78045	956-727-6098	Travel Center
Mines Retail, LLC dba Fuel America Travel Center	Karim Khan	13602 Mines Road	Laredo	TX	78045	956-602-1083	Travel Center
Ghulam Food Enterprises, Inc.	Umer Murtaza	18562 FM 14	Lindale	TX	75771	903-245-2283	C Store
Five River Petroleum Inc. dba Penny's Food & Fuel #6	Penny Sidhu	401 S. Eastman RD	Longview	TX	75602	903-553-9298	C Store
Five River Petroleum Inc dba Penny's Food & Fuel #7	Penny Sidhu	2578 Alpine Rd.	Longview	TX	75605	903-758-9911	C Store
Ug Operations, LLC dba U Mart 2		35415 US Highway 59	Louise	TX	77455	979-648-2803	C Store
Hub City Stores Chisum Travel Center	Gary Shaw	2611 East Slayton Road	Lubbock	TX	79404	806-407-7208	Travel Center
Love's Country Store 589_Lubbock_TX	Eric Cornell	4221 N, I-27	Lubbock	TX	79403	806-744-1531	Travel Center

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Quik Food Mart	Hasanali Momin	21852 FM 1488	Magnolia	TX	77355	832-934-0220	C Store
Food Junction, LLC - Marshall	Manjit Singh Warar	5900 E End Blvd S	Marshall	TX	75672-9780	318-560-0009	C Store
Speedy Express #38	Kashif Kabani	10538 Hwy 359	Mathis	TX	78368	713-478-2193	C Store
Love's Country Store 623_Midland_TX	Eric Cornell	5200 Cholla Rd	Midland	TX	79706	432-699-2374	Travel Center
Road Ranger LLC	Jim Lenon	9977 IH35 North	Moore	TX	78057	815-387-1700	C Store
Love's Country Store 279_Mount Vernon_TX	Eric Cornell	215 East I-30, N. Service Road, Exit 147	Mount Vernon	TX	75457	903-537-7696	Travel Center
Conoco One Stop	Chris Petty	308 E. Hwy 82	Nocona	TX	76255	940-825-5011	C Store
ZIO Investments LLC dba LCM Mart	Zahid Raza	8270 Hwy 87 N.	Orange	TX	77632	409-330-1700	C Store
KBR Investments dba Super Stop #22	Shahbaz Raza	135 State Highway 12 East	Orange	TX	77632	409-746-2555	C Store
Texas Star Fuel Corporation dba Ore City Valero	Jimmy Acharya	517 US Highway 259 S	Ore City	TX	75683	903-968-2038	C Store
QT Group, Inc. dba Quick Track #38	Prakash Gurunly	201 South Commerce Street	Overton	TX	75684	507-322-8193	C Store
Ozona Retail, Inc.	Karim Khan	3331 I-10 East	Ozona	TX	76943	210-723-5721	Travel Center
Love's Country Store 678_Paris_TX	Eric Cornell	3215 N Main St	Paris	TX	75460	903-737-1950	Travel Center
Love's Country Store 492_Pecos_TX	Eric Cornell	5202 S Cedar St	Pecos	TX	79772	432-445-1490	Travel Center
OMKAR Investments, LLC dba Pittsburg Corner Express	Kuber Yogi	101 Noth Greer Blvd	Pittsburg	TX	75686	210-260-3791	C Store
NSD Investments dba Preston's Center	Deep Dhaliwal	83462 N Hwy 289	pottsboro	TX	75076	903-786-4042	C Store
Price Mart LLC - Hwy 42 S	Ali Raza	3442 Hwy 42 S	Price	TX	75654	903-861-3643	C Store
Love's Country Store 662_Quanah_TX	Eric Cornell	1415 W 11th St	Quanah	TX	79252	940-663-2567	Travel Center
Love's Country Stores 673_Domino_TX	Eric Cornell	22406 US-59 N	Queen City	TX	75572	903-796-1385	Travel Center
Love's Country Store 380_Rhome_TX	Eric Cornell	4800 East Highway 114	Rhome	TX	76078	817-636-0270	Travel Center
Riverview Family Center	Romeo Garcia	80 E Grant	Roma	TX	78584	956-849-3177	Supermarket
Shell on the Bay dba Lakeview Grill & Grocery	Mark Heng	250 US Highway 380 West	Runaway Bay	TX	76426	940-575-2597	C Store
3J2K, LLC	Gouri R. Joshi	1007 SH 21 West	San Augustine	TX	75972	936-275-3100	C Store

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Mantic Group, Inc dba Sealy Country Market #2	Stephen John	856 Highway 90 E	Sealy	TX	77474	979-627-0055	C Store
Hub City Convenience Stores, Inc. dba Chisum Convenience Store	Gary Shaw	1105 12th Street	Shallowater	TX	79363	806-407-7208	C Store
Love's Country Store 672_Sinton_TX	Eric Cornell	13886 FM1945	Sinton	TX	78387	361-364-9215	Travel Center
Love's Country Store 700_Sonora_TX	Eric Cornell	3880 Loop 467	Sonora	TX	76950	325-387-2768	Travel Center
Road Ranger LLC - Sonora	Jim Lenon	US Hwy. 277 & I-10 Service Road	Sonora	TX	76950	815-397-1700	C Store
Dew Petroleum, LLC. dba Lucky J Travel Center	Nordin Jhaver	680 I-45 South	Teague	TX	75860	713-771-6475	C Store
Temple Star Food Mart, Inc	Nirmal Shrestha	3804 S 5th St	Temple	TX	76502	254-774-7262 - Store	C Store
Ghene's Inc. dba Super Food Mart 12	Murtafa Ghene	302 W Duval	Troup	TX	75789	903-842-3156	C Store
Amtul Enterprises dba Cross Country	Aziz Amtul	16117 Hwy 64 E	Tyler	TX	75707		C Store
Love's Country Store 651_Van_TX	Eric Cornell	1188 S Oak St	Van	TX	75790	903-963-1122	Travel Center
Excel Retail, Inc. dba Elan #3	Moez A. Dhuka	6607 Commerce Street	Wallis	TX	77485	979-478-6241	C Store
Raj Kally Corp dba New Cowboy Food Mart	Kedar Timalsina	3904 3rd St	Walnut Springs	TX	76690	254-797-2827	C Store
Love's Country Store 484_Weimar_TX	Eric Cornell	900 S Eagle St	Weimar	TX	78962	979-725-8625	Travel Center
Winnie Grocery, Inc dba Bingo Truck Stop		46002 Highway 10 East	Winnie	TX	77665	409-296-4773	C Store
High Country Fuels	Cary Huff	1392 N 300 W	Beaver	UT	84713	801-920-9191	C Store
Love's Country Store 518_Springville_UT	Eric Cornell	358 S 2200TH W	Springville	UT	84663-5947	801-489-8746	Travel Center
Big John's Market & Deli, Inc.	Kevin Maxfield	14020 Porterfield Hwy	Abingdon	VA	24210	276-628-7756	C Store
Little Sue - Callao	Vishwajeet Kumar	80 Northumberland Hwy.	Callao	VA	22435	804-529-7910	C Store
S Fuel Company	Sam Desai	901 E. Market Street	Charlottesville	VA	22902	434-220-1044	C Store
Desi Properties, LLC dba Raceway	Nick Chowdhury	1740 East Hundred Road	Chester	VA	23836	501-269-7318	C Store
Little Sue - Kilmarnock	Vishwajeet Kumar	80 Irvington Road	Kilmarnock	VA	22482	703-994-5374	C Store
Little Sue - Mathews	Vishwajeet Kumar	9228 Buckley Hall Rd	Mathews	VA	23109	703-994-5374	C Store
Love's Country Store 239_Max Meadows_VA	Eric Cornell	145 Major Grahams Road	Max Meadows	VA	24360	276-637-3124	Travel Center

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Flora Raceway, LLC	Sean Patel	5600 Jefferson Davis Hwy.	Richmond	VA	23234	757-633-6463	C Store
Love's Country Store 706	Eric Cornell	3499 Lee Jackson Highway	Staunton	VA	24401	540-337-1070	Travel Center
Vansant Shell Mart	Peggy Vandyke	17713 Riverside Dr	Vansant	VA	24656	276-935-5840	C Store
Uppy's Sunoco	Willie Saleem	7305 George Washington Hwy	Yorktown	VA	23692	757-254-9916	C Store
Wesco, Inc. dba Champlain Farms Shell 90-BE1	David Simendinger	15 SOUTH MAIN STREET	Barre	VT	05641	802-864-5155	C Store
Londonderry Village Market	Mike Evans	5700 VT-100	Londonderry	VT	05148	802-434-5901	Supermarket
AG Supermarkets, Inc dba Vista - Newport	Eric Tinker	21 Waterfront Plaza	Newport	VT	05855	1-603-223-5448	Supermarket
Wesco, Inc. dba Champlain Farms Shell 280-RD	Thad Benoit	16 North Main St	Randolph	VT	05060	802-728-6511	C Store
Wesco, Inc. dba Champlain Farms Shell 80-B8	David Simendinger	1800 Williston Road	South Burlington	VT	05403	802-864-5155	C Store
Wesco Inc dba Champlain Farms #340	David Simendinger	65 Main Street	Vergennes	VT	05491	802-864-5155	C Store
3347 Inc DBA Main Street Shell	Darin Singh	1204 East Main Street	Auburn	WA	98002	253-735-2491	C Store
Pacific Liquor, Inc.	Punardeep Sandhu	4080 Wheaton way	Bremerton	WA	98310	360-479-1152	C Store
Mas Investments LLC DBA Midtown Market	Akash Juneja	1534 6th St	Bremerton	WA	98337	360-627-8188	C Store
Foster Creek, LLC dba Quick E Mart	Rajbir Singh	2606 Foster Creek Ave.	Bridgeport	WA	98813	509-686-9898	C Store
Allodial Investments LLC DBA Holiday Market	Carrie Holmes	887 Nevitt Rd.	Burlington	WA	98233	360-393-1711	Supermarket
Khera, Inc. dba Hometown Market	Jason Khera	300 Aplets Way	Cashmere	WA	98815	509 782-2629	C Store
Hill Crest Food Mart Inc.	Jagsits Gill	108 State HWY 603	Chehalis	WA	98532	360-748-0697	C Store
Chimacum Chevron	Punardeep Sandhu	9072 Beaver Valley Rd	Chimacum	WA	98325	360-732-7117	C Store
SPS Wenatchee, LLC	Pinky Punn	1168 Grant Road	East Wenatchee	WA	98802	509-844-5752	C Store
BSD Investments, Inc. dba Chuckar Hill Shell	Sukhi Dhaliwal	1352 Basin St. SW	Ephrata	WA	98823	509-398-1197	C Store
Love's Country Store 448_Fife_WA	Eric Cornell	1501 33rd Ave. E	Fife	WA	98424	253-922-8884	Travel Center
Khera, Inc. dba George Station	Jason Khera	226 Royal Anne Ave	George	WA	98824	509-785-4511	C Store
Chandlers Conoco	Mike Chandler	1201 Bailey Avenue	Granger	WA	98932	509-854-1776 Store	C Store

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Kennewick Bottle & Food Inc DBA Mr G's Bottle Works & Food Shop	Gurjeet Gill	325 S Union St	Kennewick	WA	99336	509-808-3696	C Store
Village Mercantile	Santok Singh	920 US Hwy 2	Leavenworth	WA	98826	509-548-7714	C Store
Mortons Quicky Mart Shell	Tammy Dreson	651 Airport Way	Morton	WA	98356	360-496-6662	C Store
Khera, Inc. dba Orondo Market Place	Jason Khera	21318 State Route 97	Orondo	WA	98843	509-785-4511	C Store
Pik A Pop Othello	Ganta Gill	1235 S 1st St	Othello	WA	99344	509-488-4213	C Store
Gahesh Corp. dba Port Orchard Chevron	Hiten Changela	5455 Sidney Road SW	Port Orchard	WA	98367	360-876-6900	C Store
Dissmore's IGA	Archie McGregor	1205 North Grand Avenue	Pullman	WA	99163-3497	509-332-2918	Supermarket
Ajsa LLC 2 DBA Friend's Corner	Joe Kumar	5151 Trowbridge Blvd	Richland	WA	99352	253-229-9513	C Store
Ritz Food Mart	Bob Bajwa	1507 S Bauman Rd	Ritzville	WA	99169	509-659-0443	C Store
Sandhu & Kahlon, Inc. dba 72nd Chevron	Paul Kahlon	805 72nd Street SE	Tacoma	WA	98404	253-474-6636	C Store
Khera, Inc. dba Beer, Wine & More	Jason Khera	116 N. Chelan Ave	Wenatchee	WA	98801	509-785-4511	C Store
Winlock Shell & Mini Mart	Basheer Alomari	642 State Route 505	Winlock	WA	98596	360-785-0324	C Store
Randys Neighborhood Market - Arcadia	Rick Smejkal	550 Dettloff Dr	Arcadia	WI	54612	563-886-3156	Supermarket
ProVision Partners Cooperative	Jackie Zimmerman	10391 County Road K	Auburndale	WI	54412	715-502-3131	C Store
KJ_Fresh_Markets_dba_KJs_Grocery_Stores - Barron	Randy Jeager	622 East La Salle Ave	Barron	WI	54812	715-239-6833	Supermarket
Citgo	Harry Samra	1343 Madison Road	Beloit	WI	53511	608-302-1730	C Store
Olin Oil Corp. dba Trackside Mobil	Kristin Olmedo	1109 First Center Avenue	Brodhead	WI	53520	608-897-8601	C Store
KJ_Fresh_Markets_dba_KJs_Grocery_Stores - Chetek	Randy Jeager	719 2nd Street	Chetek	WI	54725	715-239-6833	Supermarket
Provision Partners_Colby_WI	Rob Larson	702 South Division Street	Colby	WI	54421	715-223-2440	C Store
Pelkin's Foods Inc dba: Pelkin's Piggly Wiggly	Russ Pelkin	N216 Highway 141	Coleman	WI	54112	920-897-3139	Supermarket
Hoops Travel Plaza	Lakhbir Singh	636 Hoops Way	Coloma	WI	54930	715-228-3500	Travel Center
KJ_Fresh_Markets_dba_KJs_Grocery_Store - Cornell	Randy Jeager	522 Bridge St	Cornell	WI	54732	715-239-6833	Supermarket
Wisconsin Fuel LLC	Ted Gement	2763 County Road N	Cottage Grove	WI	53527	608-877-0525	Travel Center

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Madison Travel Plaza Inc dba Trucker's Inn Truck Stop	Lakhbir Singh	6162 US Hwy 51	De Forest	WI	53532	608-246-3040	Travel Center
Durand Fresh Market	Phil Nyberg	520 W Main St	Durand	WI	54736	715-672-5971	Supermarket
Edgerton Truck Stop Inc. dba Edgerton Travel Plaza	Joel Accathara	568 Haugen Rd	Edgerton	WI	53534	608-884-9451	Travel Center
Fall River Mobile	Lakhbir Sigh	722 Main Street	Fall River	WI	53932	262-237-0958	C Store
Pat's Foods - Florence	Joe Campioni	1000 Central Ave	Florence	WI	54121	906-482-7500	Supermarket
Randys Neighborhood Market - Galesville	Rick Smejkal	17512 N. Main St	Galesville	WI	54630	563-886-3156	Supermarket
Grantsburg Family Foods	Randy Jeager	603 State Road 70	Grantsburg	WI	54840	715-239-6833	Supermarket
Pat's Foods - Hurley	Joe Campioni	1009 Holiday Ln	Hurley	WI	54534	906-482-7500	Supermarket
Golden Oil- BP Kenosha Travel Center	Paul Bhardwaj	11800 Burlington Road	Kenosha	WI	53144	608-756-2318	Travel Center
Simonar Shell	Dale Simonar	1625 Main Street	Luxemburg	WI	54217	920-845-9342	C Store
Lee's Piggly Wiggly	Bill Schultz	530 W. Highway 153	Mosinee	WI	54455	715-693-6700	Supermarket
White Rock 2 LLC dba Okauchee Convenience Center	Nadeem Adam-Syed	N51 W34854 Wisconsin Ave	Okauchee	WI	53069	262-567-1996	C Store
Rivers Marketplace dba Red's Piggly Wiggly	Red Salfai	142 Alder Avenue	Omro	WI	54963	920-685-5521	Supermarket
Planeview Travel Plaza Inc	Lakhbir Singh	1500 Planeview Dr	Oshkosh	WI	54904	1-920-426-2641	Travel Center
State Street BP	Steve Bhardwaj	1975 State Street	Racine	WI	53404	262-637-0183 Store	C Store
St. Germain Sentry Foods	David Weber	474 Wisconsin 70	Saint Germain	WI	54558	715-479 9150	Supermarket
Don's Quality Market	Greg Thompson	147 W. Wisconsin St.	Seymour	WI	54165	920-833-2132	Supermarket
Sparta Travel Center	Jaymin Patel	4105 Theater Road	Sparta	WI	54656	608-343-0565	Travel Center
Schmitz's Economart	Ted Schmitz	700 South River Street	Spooner	WI	54801	715-635-2836	Supermarket
Three Lakes Town Market	Chris Klar	1593 Highway 32	Three Lakes	WI	54562	715-891-3730	Supermarket
Berry Vine_Cenex	Jaymin Patel	1800 Jellystore Park Drive	Warrens	WI	54666	698-378-3535	C Store
Riiser Fuels, LLC - #51 West Bend	Tony Morgese	1650 N Main St	West Bend	WI	53095	262-510-7742	C Store
Shell West	Pat Osowski	3100 West Washington	West Bend	WI	53095	262-335-9999	C Store
Randy's Neighborhood Market - Whitehall	Rick Smejkal	36394 Ellis St	Whitehall	WI	54773	563-886-3156	Supermarket

Franchisee Company	Franchisee Contact Name	Address	City	State	Zip	Primary Phone Number	Category Type
Wayne's Piggly Wiggly	Wayne Krueger	910 East Main Street	Winneconne	WI	54986	920-582-0401	Supermarket
Winter Coop	Kaci Robotka	5159 N Main St	Winter	WI	54896	715-266-2611	Supermarket
Withee Mobile Mart, Inc	Deanne Wells	212 Division Street	Withee	WI	54498	715-229-9933	C Store
Sissonville Foodland	Robert Kees	6405 Sissonville Dr.	Charleston	WV	25360	304-984-1712	Supermarket
Foodmasters, LLC dba Kanawha City Foodland	Manjit Singh Warar	5003 MacCorkle Ave, SE	Charleston	WV	25304	318-560-0009	Supermarket
WACO Foods dba Craigsville Foodland	Desirae Spinks	99 Rose Street	Craigsville	WV	26205	304-742-5131	Supermarket
Foodmasters, LLC dba Eleanor Foodland	Manjit Singh Warar	Rt 62	Eleanor	WV	25070	318-560-0009	Supermarket
WACO Foods dba Glenville Foodland	Steve Ferrell	2 Foodland Plz	Glenville	WV	26351-1371	304-462-5463	Supermarket
WACO Foods dba Grantsville Foodland	Steve Farrell	201 S. Calhoun Hwy	Grantsville	WV	26147	304-354-6626	Supermarket
Little General - Huntington	Greg Darby	3905 16th Street	Huntington	WV	25701	304-253-9592	C Store
Super Quik, Inc. 15	Gary Fisher	2700 Route 75	Kenova	WV	25530	606-393-3247	C Store
Kesner Enterprises, LLC dba Fox's Pizza Den	Kirk Kesner	567 S Mineral St	Keyser	WV	26726	304-788-1149	Other
Pocahontas Foodland	John and Jim Totten	Route 1 Box 23	Marlinton	WV	24954	304-799-6667	Supermarket
H&T Corporation dba Milton Piggly Wiggly	Steve Johnson	18 Perry Morris Square	Milton	WV	25541	304-743-3991	Supermarket
Love's Country Store 378_Ripley_WV	Eric Cornell	3875 Charleston Rd	Ripley	WV	25271	304-372-5250	Travel Center
Big D Oil Co.-N. Greely	Clyde Mead	100 North Greely Hwy	Cheyenne	WY	82007	307-286-4032	Travel Center
Big D Oil Company #38_Gillette_WY	Joann Robertson	405 West Lakeway Drive	Gillette	WY	82718	307-686-1301	C Store
Big D Oil Company - #37 - Gillette, WY	Joann Robertson	920 East Laramie	Gillette	WY	82716	307-299-5917	Travel Center
Mr. D's Food Center	Michelle Motherway	725 Main St.	Lander	WY	82520	307-332-2964	Supermarket
Big D - Laramie	Clyde Meade	1561 Snowy Range	Laramie	WY	82070	605-342-6777	C Store
Mr. D's Food Center - Powell	Michelle Motherway	421 East 1st Street	Powell	WY	82435	307-754-3602	Supermarket
Killys Smokehouse	Logan Killworth	1062 East Brundage Lane	Sheridan	WY	82801	307-674-9224	Supermarket
Fresh Foods Inc	Ben Dishman	1042 South Main	Torrington	WY	82240	307-532- 3113	Supermarket
Love's Country Store 310_Wamsutter_WY	Eric Cornell	314 Kelly Road	Wamsutter	WY	82336	307-324-0087	Travel Center

List of Franchisees Who Have Signed Agreements as of 12/31/2020 But Outlet Is Not Yet Open Chester's Restaurants)

Franchisee	Address	City	State	Zip	Primary Phone Number
Sal- Sulaiman Hudda	12024 VIMY RIDGE RD	Alexander	AR	74115	501-766-2991
Manjit Singh	319 N Express Ave.	Bradley	AR	71826	936-598-6221
Jahangir Yousaf	5106 N Stateline	Texarkana	AR	71854	501-327-4949
Nirmailjit Brar	8139 E Bear Mountain Blvd	Bakersfield	CA	93307	661-845-8000
Gurinder Basra	4198 Union Ave	Bakersfield	CA	93308	661-903-9119
Arian Shiralian	20662 Tracy Ave	Buttonwillow	CA	93206	559-276-2100
Bill Bunnell	2590 S. Cherry Ave	Fresno	CA	93706	559-760-3611
Hardeep Gill	116 Roth Road	Lathrop	CA	95330	707-431-3510
Eric Cornell	East Side of Hwy 99 - 1 mile north of city center	Los Molinos	CA	96055	800-388-0983
Tejinder Deol	5416 Lindhurst Ave	Olivehurst	CA	95901	916-498-4746
Samer Judge	695 Harbour Way	Richmond	CA	94801	510-620-4276
Eric Cornell	West Side of Hwy 36 - 1/2 mile S of Riverside Dr.	Susanville	CA	96127	800-388-0983
Robbie Barker	82740 Trona Rd	Trona	CA	93562	760-372-4729
Jasvir Singh	3500 S. K street	Tulare	CA	93274	559-430-6665
Robert Bolduc	10 Jennings Road	Hartford	CT	06120	860-904-6781
Tommy Patel	7905 SW US Hwy 27	Fort White	FL	32038	
Sunny Shah	841 US-27	Lady Lake	FL	32159	
Miguel Mike-Shihadeh	19501 NW 57th Ave	Miami Gardens	FL	33055	954-444-7103
Divyesh Patel	410 S 50th Street	Tampa	FL	33619	716-553-3529
Amin Alibhai	610 Spring Street NW	Atlanta	GA	30308	
Eric Cornell	I-16, Exit 143	Bryan County	GA	31308	800-388-0983
Eric Cornell	Hwy 61 & Grandview Ave	Muscatine	IA	52761	800-388-0983
Eric Cornell	Hwy 30 & Central Steel Rd	Camanche	IL	52730	800-388-0983
Eric Cornell	23801 West Bluff Rd	Channahon	IL	60410	815-860-6641
Eric Cornell	SR 83 & Pratt Blvd. - Cook Co.	Elk Grove Village	IL	60007	800-388-0983
Eric Cornell	at I-80 & Brisbin Rd.- Grundy County.	Morris	IL	60450	800-388-0983
Viraj Patel	3400 Old State Rd 37N	Martinsville	IN	46151	765-341-9119
Eric Cornell	I-94 & Hwy 421, SWC - LaPorte County	Michigan City	IN	46360	800-388-0983
Eric Cornell	1500 N Jones Ave	Holcomb	KS	67851	800-388-0983
Ravinder Singh	824 N Mulberry St	Elizabethtown	KY	42701	936-347-2042
Ali Azhar	1005 Lemons Mill Rd	Georgetown	KY	40324	
Eric Cornell	I-20 & Russel Sage Rd. - Exit 124	Monroe	LA	71201	800-388-0983
Frank Orton	129 South 2nd Street	Audubon	MN	56511	218-547-1719
Kalen Freese	21 E Hwy N	Wentzville	MO	63385	636-456-3346
Gurdev Kanjob	1428 W Peace St	Canton	MS	39046	626-422-2323
Eric Cornell	3948 Hodges Chapel Rd./ Route 2 - Box 613	Dunn	NC	28334	800-388-0983

Franchisee	Address	City	State	Zip	Primary Phone Number
Umesh Chaudhari	807 Deal Rd	Ocean Township	NJ	07712	732-693-6156
Eric Cornell	Hwy 285 & County Rd. 715	Loving	NM	88256	800-388-0983
Eric Cornell	NM Hwy 136 & McNutt Rd.	Santa Teresa	NM	88008	800-388-0983
Eric Cornell	Hwy 95 & Hwy 6 Esmerelda County	Tonopah	NV	89049	800-388-0983
Eric Cornell	Hwy 70 Bypass – Bryan County	Durant	OK	74701	800-388-0983
Dennis McCartney	250 Limestone Road	Oxford	PA	19363	610-444-3300
Eric Cornell	I-90 & Main Street	Kimball	SD	57355	800-388-0983
Nazrul Chowdhury	7245 Stage Rd	Memphis	TN	38113	901-213-9957
Gizman Yusuf	2331 Frayser Blvd	Memphis	TN	38127	901-249-3619
Eric Cornell	I-840 exit 67 - NEC	Mt. Juliet	TN	37121	800-388-0983
Kamil Ali	401 N FM 1626	Buda	TX	78610	
Eric Cornell	Hwy 87 North of Town/ East Side	Dallart	TX	79022	800-388-0983
Brian Seymour	8580 US Hwy 271 South	Gilmer	TX	75645	903-734-4399
Nick Panjwani	12914 Hempstead Rd	Houston	TX	77040	281-235-3696
Younes Bendahou	610 E Cook St	Josephine	TX	75164	
Samir Panjwani	14425 I-10 Frontage Rd	Schertz	TX	78109	
Eric Cornell	Hwy 191 - South of Sunny Acres Ln	Spanish Valley	UT	84532	800-388-0983
Sundeep Sandhu	4901 NE St Johns Rd	Vancouver	WA	98661	360-609-1892
Nirbhai Pangli	2050 Hwy MM	Fitchburg	WI	53575	608-835-1586
Pat Osowski	7156 North Greenbay Ave	Glendale	WI	53209	262-335-9999

List of Franchisees Who Have Left the System Since January 1, 2020 Chester's Restaurants)

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

Franchisee Contact Name	City	State	Primary Phone Number
Michael Goodloe	Auburn	AL	615-224-6701
Michael Goodloe	Decatur	AL	615-224-6701
Shafiq Samji	Duncanville	AL	205-249-5578
Eugene Faulk	Falkville	AL	256-232-6602
Michael Goodloe	Huntsville	AL	615-224-6701
Dhiren Mehta	Montgomery	AL	334-309-6360
Shafiq Samji	Northport	AL	205-249-5578
Jeetu Patel	Opelika	AL	404-641-7982
Michael Goodloe	Tuscaloosa	AL	615-224-6701
Sam Hassan	Tuscaloosa	AL	205-331-7344
Alpesh Patel	Wetumpka	AL	334-283-5754
Eric Cornell	Blytheville	AR	605-214-1065
Mohsin Virani	Camden	AR	727-458-7687
Jackie Daniel	Clarksville	AR	479-754-8465
Mallory Nimocks	Colt	AR	870-633-3666
Hajoube Outghit	Corning	AR	662-541-1523
Mallory Nimocks	Crawfordsville	AR	870-633-3666
Rehbar Khan	Danville	AR	713-679-9959
Mallory Nimocks	De Witt	AR	870-633-3666
Parker Lipscomb	Dumas	AR	662-322-7500
Mohsin Virani	El Dorado	AR	903-861-3643
Mallory Nimocks	Forrest City	AR	870-633-3666
Mallory Nimocks	Forrest City	AR	870-633-3666
Wini Gupta	Gurdon	AR	501-908-2901
Bobby Harper	Heber Springs	AR	501-206-0401
Syed Inaqir	Jacksonville	AR	516-427-8893
Mallory Nimocks	Jonesboro	AR	870-633-3666
Wael Alami	Lamar	AR	501-590-7658
Michael Goodloe	Little Rock	AR	615-224-6701
Michael Goodloe	Little Rock	AR	615-224-6701
Mallory Nimocks -	Manila	AR	870-268-8484
Wini Gupta	Maumelle	AR	501-908-2901
Donnie Miller	North Little Rock	AR	501-472-5047

Franchisee Contact Name	City	State	Primary Phone Number
Mike Abed	North Little Rock	AR	734-657-9839
William Alami	North Little Rock	AR	501-912-7718
Michael Goodloe	North Little Rock	AR	615-224-6701
Naeem Sabir	Paris	AR	479-635-2203
Jackie McClure	Pocahontas	AR	870-243-6243
Wini Gupta	Prescott	AR	870-887-0786
Mallory Nimocks	Proctor	AR	870-633-3666
Lynn Mayall	Royal	AR	501-767-5196
Michael Goodloe	Sherwood	AR	615-224-6701
Bobby Coulson	Texarkana	AR	870-774-8055
Jagtar Singh	Exeter	CA	559-592-3348
Sukhdev "Dave" Singh Brar	Fowler	CA	559-834-4742
Navjeet Chahal	Fresno	CA	559-441-0763
Navjeet Chahal	Fresno	CA	559-269-3225
Baljit Atwal	Fresno	CA	559-445-1528 ARCO GAS STATION)
David Tan	Hacienda Heights	CA	626-330-0688
Kirpal S Dhaliwal	Oxnard	CA	805-483-5885
Peter Sumal	Reedley	CA	559-978-1682
Ali Alamsi	Richgrove	CA	661-725-8000
Mufid Alamsi	Sanger	CA	559-875-2425
Mushtaq Ahmed	Strathmore	CA	626-588-7721
Bruno Panmuao	Miami	FL	305-812-0334
Ghanshyam Sam-Patel	Adairsville	GA	706-307-9324
Ashok Alex-Patel	Baconton	GA	229-402-2640
Salma Satchu	Ellenwood	GA	404-903-0406
Gary Sellers	Jesup	GA	912-283-5951
Rajesh Patel	Kingsland	GA	912-577-3791
Deepali Patel	Odum	GA	912-586-6335
Mike VanOtterloo	Rock Valley	IA	712-746-5326
Dave Nagra	Old Town	ID	509-218-3001
K.C. Spackman	Preston	ID	208-646-2402
Ali Abuhkdair	Mound City	IL	618-306-5416
Domenic Torsen	Wood Dale	IL	630-333-8200
Simar Dhaliwal	Greensburg	IN	317-407-9073
Mark Watkins	Oakley	KS	785-671-9016
Tom Gould	Irvine	KY	336-207-1001
Michael Goodloe	Louisville	KY	615-224-6701
Michael Goodloe	Louisville	KY	615-224-6701
Kenneth Dean Mckenzie	Nippa	KY	606-297-1688

Franchisee Contact Name	City	State	Primary Phone Number
Michael Goodloe	Oak Grove	KY	615-224-6701
Maher Khaled	Baton Rouge	LA	225-802-9835
Ali Ramzan	Broussard	LA	337-837-3978
Shannon Bourque	Portbarre	LA	337-585-6261
Ravi V Patel	Dorchester	MA	617-825-8267
Irfan Hassan	Fall River	MA	401-855-0932
Ajay Patel	Taunton	MA	508-326-2079
Heidi Planz	Bridgton	ME	207-743-4200 ext. 2113
Heidi Planz	Skowhegan	ME	207-743-4200 ext. 2113
Michael Wasnich	Drummond Island	MI	906-493-5509
Charlotte Ignash	Kinde	MI	989-874-4500
Waiel Shallal	Warren	MI	586-758-3555
Bill Pauling	Montevideo	MN	320-269-8274 Store
Theresa McNeely	Lathrop	MO	314-388-3191
Munji Abdeljabbar	St. Louis	MO	314-388-3191
Gurpreet Singh	Brandon	MS	601-421-8338
Liz Winnfield	Centreville	MS	601-645-6500 Store
Linda Perry	Gloster	MS	601-225-7000 Site
Jennifer Fagan	Gulfport	MS	228-831-8885
Jay Gosain	Hazlehurst	MS	601-622-5641
Adel Hanshali	Hornlake	MS	662-536-6258
Bob Singh	Jackson	MS	601-953-3140
Saadia Zahid	Jackson	MS	769-216-3394
Jigneshkumar J. Joshi	Leland	MS	662-827-5340
Devinder Singh	Macon	MS	662-726-9500
Ben Craddock	Madison	MS	769-300-0863
Michael Goodloe	Olive Branch	MS	615-224-6701
Clay Young	Philadelphia	MS	601-938-2054
Mustafa Saleh	Shaw	MS	662-579-3197
Frank Alward	Southaven	MS	662-349-0604
Michael Goodloe	Southhaven	MS	615-224-6701
Saadia Zahid	Terry	MS	601-506-7164
Rafat Odeh	Verona	MS	662-566-7942
Don Sintek	Billings	MT	406-690-0716
Rajinda Singh	Chester	MT	406-259-5538
Don Sintek	Dillon	MT	406-690-0716
David Picchioni	Forsyth	MT	406-323-2410 store
Bruce Collins	Whitehall	MT	406-287-3521
Tesfay Yigzaw Emnet	Gastonia	NC	770-608-2480

Franchisee Contact Name	City	State	Primary Phone Number
Neil Patel	Grandy	NC	252-457-0090
Eric McCloud	Belcourt	ND	701-477-3696
Kevin Nielsen	Cambridge	NE	308-697-3600
Scott Schmunk	Sidney	NE	308-254-4120
James Tabet	Farmington	NM	505-325-7472
Mark Lake	Battle Mountain	NV	775-635-2406
Amarjeet Johal	Las Vegas	NV	702-372-7442
Ali Munassar	Buffalo	NY	716-400-5829
Sanaullah Chaddher	Ticonderoga	NY	518-585-3577
Musa Jundi	Garfield Heights	OH	440-334-0151
Joseph Hennes	Clayton	OK	303-808-2483
Andrew Geller	Enid	OK	310-204-3323
Steve Pool	Gore	OK	918-527-2477
Andrew Geller	Oklahoma City	OK	310-204-3323
Zar Sandhu	Oklahoma City	OK	405-720-1888
James Beck	Tahlequah	OK	918-458-9222
Shakeel Arshad	Breezewood	PA	443-538-2425
Ahmed Silmi	Erie	PA	216-482-7080
Tarak Patel	Hazleton	PA	570-454-1756
Edward Boornazian	Lancaster	PA	717-291-2020 Store
Anil Jivani	Ronks	PA	717-682-4400
Dell Cromie	Springdale	PA	724-265-4646
Salvatore Morroeale	Wilkes Barre	PA	570-479-2658
Anil Jivani	Willow St	PA	717-682-4400
Pablo Junior	Juana Diaz	PR	787-837-2210
Vega Salvador	Villalba	PR	787-847-7189
Eddie Patel	Yemassee	SC	843-252-8101
Dan Comfert	Chamberlain	SD	605-234-5559
Rassam Salah	Boliver	TN	731-699-0114
Michael Marzouk	Jackson	TN	917-225-8227
Mohamed Alex Rawaid	Memphis	TN	901-305-6700
Michael Goodloe	Nashville	TN	615-224-6701
Mike Ladiwalla	Arlington	TX	925-250-2246
Hien Mark-Nguyen	Beaumont	TX	832-877-9951
Rahim Momin	Beaumont	TX	281-494-9282
Arif Ghani	Beaumont	TX	409-835-2304
Amir Dosani	Benavides	TX	361-256-4119
Sherali Ali	Comfort	TX	325-876-5300
Javed Ali	El Campo	TX	978-578-8725

Franchisee Contact Name	City	State	Primary Phone Number
Ray Zeiher	El Paso	TX	432-438-6255
AMIN MOHAMAD MAKHANI	FLATOINA	TX	210-875-5250
Ettore Regalzi	Ft Worth	TX	214-232-2370
Chaudhry Bashir	Groves	TX	832-782-4419
Amir Dosani	Hebbronville	TX	832-275-3100
Lahamber Singh	Jewett	TX	903-915-0023
Arijou Harowalia	Kyle	TX	512-312-4225
Naeem Bhaidani	La Porte	TX	281-471-5252
Siraj Dhuka	Leander	TX	512-228-0938
Deep Dwahli	Lone Oak	TX	903-662-9500
Tanveer Maredia	Lone Star	TX	903-656-3096
Karim Rajani	Malakoff	TX	972-697-8044
Falgun Patel	Marion	TX	210-667-2781
Vinesh Vinney-Patel	Oakridge	TX	940-665-6435 Store
Adam Saadi	Onalaska	TX	281-481-4183
AKBER Sumar	Orange	TX	409-330-4027
Rahim Dhuka	Richmond	TX	281-232-7846
Roberto Muniz	Roma	TX	956-437-1184
Matt Silwal	Sherman	TX	214-642-3013
Leroy Sanchez	Stockdale	TX	830-996-0012
Nadir Rahmetuallah Farishta	Van Vleck	TX	979-245-7784
Ebrahim Zaver	Vidor	TX	281-763-9169
Elias El-Haj	St. Thomas	USVI	340-774-3145
Carl Sasser	Emporia	VA	434-594-8949
Sonny Gill	Chehalis	WA	206-973-9181
Stephanie Browning	Forks	WA	360-374-6036
Samriti Kamboj	Silverdale	WA	360-598-6360
Amrit Khinda	Yakima	WA	509-248-8766
Bill Ripley	Cambridge	WI	608-271-4433 Ext. 121
A.J. Pathan	Oshkosh	WI	904-708-0959
Debbie Wright	Mount Clare	WV	304-534-3170
Royal Champion	Buffalo	WY	406-665-1682
Steve Williams	Dubois	WY	307-455-2402

List of Franchisees Who Have Left the System Since January 1, 2021 Chester's Restaurants)

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

[NONE]

EXHIBIT F

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO
CHESTER'S INTERNATIONAL, LLC
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA

1. 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 FRANCHISE DISCLOSURE DOCUMENT.

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR AGREEMENT.

3. Our website has not been reviewed or approved by the California Department of Financial Protection & Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection & Innovation at www.dfpi.ca.gov.

4. The following language is added to the "Special Risks to Consider About *This* Franchise" page:

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

5. Item 3 of the Franchise Disclosure Document is amended to provide that neither the franchisor, nor any person in Item 2 of the Franchise 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 that association or exchange.

6. The following paragraphs are added at the end of the chart in Item 17 of the Franchise Disclosure Document:

> California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning transfer, termination or nonrenewal of a franchise. If the Agreement contains a provision that is inconsistent with the law, the law will control.
>
> The Agreement requires application of the laws of the State of Alabama. This provision might not be enforceable under California law.

7. There are no bankruptcy or release provisions in our franchise documents.

ILLINOIS

1. The following statements are added to the end of Item 17:

> Except for federal law, Illinois law governs the Franchise Agreement.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a

forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

MARYLAND

1. The "Summary" section of Item 17(w) in the Franchise Disclosure Document, captioned "Choice of law," is amended to read as follows:

Except for federal law and claims arising under the Maryland Franchise Registration and Disclosure Law, Alabama law applies.

2 The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

MINNESOTA

1. The following paragraphs are added at the end of the chart in Item 17 of the Franchise Disclosure Document:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by laws of the jurisdiction.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS

VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other

business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

We will use the start-up fee to assist us in performing our pre-opening obligations and for general operating funds.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

1. The "Summary" section of Item 17(w) in the Franchise Disclosure Document is amended to read as follows:

Except for federal law, North Dakota law applies.

RHODE ISLAND

The "Summary" section of Item 17(w) in the Franchise Disclosure Document is amended to read as follows:

Except for federal law and except as required by the Rhode Island Franchise Investment Act, Alabama law governs.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE AGREEMENT

RIDER TO THE CHESTER'S INTERNATIONAL, LLC AGREEMENT FOR USE IN ILLINOIS

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background**. We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Restaurant that you will operate under the Agreement was made in the State of Illinois and the Restaurant will operate in Illinois, and/or (b) you are a resident of Illinois.

2. **Governing Law**. Section 26 of the Agreement is deleted in its entirety and replaced with the following:

> Except for federal law, Illinois law governs the Agreement.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
>
> Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
>
> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ **DATED:** _____	**LICENSEE** _____ [Name] By: _____ Title: _____ **DATED:** _____

RIDER TO THE CHESTER'S INTERNATIONAL, LLC AGREEMENT FOR USE IN MARYLAND

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background**. We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland, and/or (b) your Restaurant will be located or operated in Maryland.

2. **Governing Law**. Section 26 of the Agreement is amended by adding the following language:

> Despite anything to the contrary stated above, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Limitations of Claims.** The following is added a new Section 28 of the Franchise Agreement:

> 28. Limitations of Claims. You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within three (3) years after we grant you the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ **DATED:** _____	**LICENSEE** _____ [Name] By: _____ Title: _____ **DATED:** _____

RIDER TO THE CHESTER'S INTERNATIONAL, LLC AGREEMENT FOR USE IN MINNESOTA

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background**. We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Restaurant that you will operate under the Agreement was made in the State of Minnesota, and/or (b) your Restaurant will be located or operated in Minnesota.

2. **Use of Marks**. The following language is added to Section 12 of the Agreement:

> We agree to protect you, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to your use of the Marks when, in the opinion of our counsel, your rights warrant protection.

4. **Renewal and Termination**. Sections 3 and 18 of the Agreement are amended by adding the following to the end:

> Minnesota law provides a licensee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subd. 3, 4, and 5 require, expect 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 this Agreement.

5. **Waiver of Jury Trial**. The second sentence of Section 25 of the Agreement is deleted in its entirety.

6. **Governing Law**. Section 26 of the Agreement is amended by adding the following language:

> Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ **DATED:** _____	**LICENSEE** _____ [Name] By: _____ Title: _____ **DATED:** _____

RIDER TO THE CHESTER'S INTERNATIONAL, LLC AGREEMENT FOR USE IN NEW YORK

This Rider is made and entered into as of the _____day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background**. We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Restaurant that you will operate under the Agreement was made in the State of New York, and/or (b) you are a resident of New York and will operate the Restaurant in New York.

2. **Assignment**. Section 17 of the Agreement is amended by adding the following language at the end:

> However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. **Termination**. Section 18 of the Agreement is amended by adding the following as the last sentence:

> Despite the provision above, you may terminate this Agreement on any grounds available by law.

4. **Entire Agreement**. Section 23 of the Agreement is amended by adding the following language:

> Modifications to the Manuals will not unreasonably affect your obligations, including economic requirements, under this Agreement.

5. **Governing Law**. Section 26 of the Agreement is amended by adding the following language at the end:

> **HOWEVER, THE GOVERNING CHOICE OF LAW SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE PROVISIONS OF ARTICLE 33 OF THE GENERAL BUSINESS LAW OF THE STATE OF NEW YORK.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ **DATED:** _____	**LICENSEE** _____ [Name] By: _____ Title: _____ **DATED:** _____

RIDER TO THE CHESTER'S INTERNATIONAL, LLC AGREEMENT FOR USE IN NORTH DAKOTA

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background**. We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Restaurant that you will operate under the Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and your Restaurant will be located or operated in North Dakota.

2. **Waiver of Punitive Damages and Jury Trial**. To the extent required by the North Dakota Franchise Investment Law, Section 25 of the Agreement is deleted.

3. **Governing Law**. Section 26 of the Agreement is deleted in its entirety and replaced with the following:

> Except to the extent governed by United States federal law, this Agreement, the franchise, and all claims arising from or relating to the relationship between you and us shall be governed, interpreted, and construed under the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ **DATED:** _____	**LICENSEE** _____ [Name] By: _____ Title: _____ **DATED:** _____

RIDER TO THE CHESTER'S INTERNATIONAL, LLC AGREEMENT FOR USE IN RHODE ISLAND

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background**. We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Restaurant that you will operate under the Agreement was made in the State of Rhode Island, and/or (b) you are a resident of Rhode Island and will operate the Restaurant in Rhode Island.

2. **Governing Law**. Section 26 of the Agreement is deleted in its entirety and replaced with the following:

> Except to the extent governed by United States federal law, and except as otherwise required by applicable law with respect to claims arising under the Rhode Island Franchise Investment Act, this Agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the state of Alabama, without regard to its conflict of laws rules, except that any Alabama law regulating the sale of franchises or business opportunities or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this paragraph.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ **DATED:** _____	**LICENSEE** _____ [Name] By: _____ Title: _____ **DATED:** _____

RIDER TO THE CHESTER'S INTERNATIONAL, LLC AGREEMENT FOR USE IN WASHINGTON

This Rider is made and entered into as of the _____day of _____, 20___ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us, or our), and _____ _____ ("Licensee," "you," or "your").

1. **BACKGROUND**. We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Restaurant that you will operate under the Agreement was made in the State of Washington, (b) you are a resident of Washington, and/or (c) the Restaurant will be located or operated in Washington.

2. **ADDITION OF PARAGRAPHS**. The following paragraphs are added to the end of the Agreement:

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including 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.

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.

A release or waiver of rights executed by a franchisee 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.

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

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.

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 Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ **DATED:** _____	**LICENSEE** _____ [Name] By: _____ Title: _____ **DATED:** _____

NEW YORK REPRESENTATIONS PAGE

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	Pending
Illinois	April ##, 2021
Indiana	April ##, 2021
Maryland	Pending
Michigan	April 19, 2021
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	April ##, 2021

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

EXHIBIT G

RECEIPTS OF DISCLOSURE DOCUMENT

RECEIPT

This disclosure document summarizes certain provisions of the Agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Chester's International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Chester's International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Chester's International, LLC, located at 2020 Cahaba Road, Mountain Brook, Alabama 35213. Its telephone number is (800) 646-9403.

Issuance date: April 19, 2021

The franchise sellers for this offering are: Kathie Vaughn at Chester's International, LLC, 2020 Cahaba Road, Mountain Brook, Alabama 35213, (205) 949-4728 and _____ at _____.

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states. I received a disclosure document from Chester's International, LLC dated as of April 19, 2021, that included the following Exhibits:

A. List of State Agencies/Agents for Service of Process
B. CHESTER'S Restaurant Agreement
C. Tables of Contents of Manuals
D. Financial Statements
E. List of CHESTER'S Restaurant Franchisees/List of Franchisees Leaving System During Past Year
F. State Addenda and Agreement Riders
G. Receipts of Disclosure Document

Date		Prospective Franchisee [Print Name]
(Date, Sign, and Return to Us)		Prospective Franchisee [Signature]

You may return the signed Receipt either by signing, dating, and mailing it to us at our address above, by faxing a copy of the signed and dated Receipt to us at (205) 298-0332, or by emailing a scanned copy of the signed and dated Receipt to contractsadministrator@chestersinternational.com.

RECEIPT

This disclosure document summarizes certain provisions of the Agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Chester's International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Chester's International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

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E. List of CHESTER'S Restaurant Franchisees/List of Franchisees Leaving System During Past Year
F. State Addenda and Agreement Riders
G. Receipts of Disclosure Document

Date		Prospective Franchisee [Print Name]
(Date, Sign, and Keep For Yourself)		Prospective Franchisee [Signature]