



FRANCHISE DISCLOSURE DOCUMENT

Chester's International, LLC
An Alabama limited liability company
1531 3RD Avenue North, Suite 110
Birmingham, Alabama 35203
(800) 646-9403
Franchise@chesterschicken.com
chesterschicken.com

The franchise is to operate a quick-service chicken and sides restaurant under the CHESTER'S® name located within a 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 is \$27,500 to \$296,500. This includes \$15,500 to \$53,500 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, Franchise Services, 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203, (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 10, 2024

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 current principal business address is 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203. 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 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 "Chester Fried Licensed Restaurants"). Giles began licensing operators to operate Chester Fried Licensed Restaurants in 1974; as of December 31, 2023, there were approximately 20 Operators of Chester Fried Licensed Restaurants remaining in the United States. Operators of Chester Fried 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, Chester Fried Licensed Restaurants did not pay a franchise or any other initial fee. Also, most Chester Fried Licensed Restaurants continue to operate under the "CHESTER FRIED®" name. We are now the licensor of those Chester Fried Licensed Restaurants. Operators of Chester Fried Licensed Restaurants have the right 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 allowing certain experienced food-service operators, and chain accounts who already operate one or more Chester Fried Licensed

Restaurants, to develop and operate additional Chester Fried 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 and CHESTER'S Licensed Restaurants (as described below). Chester Fried 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. We do not currently operate and have not operated any Chester Fried Licensed Restaurants or CHESTER'S Restaurants.

In addition to the Restaurant franchises offered in this disclosure document, in 2022 we began offering certain qualified individuals or entities the right to sign a license agreement to use the Marks, including the Primary Mark, solely to prepare and sell Chester's proprietary menu items within or from their existing foodservice or restaurant operations, including supermarkets ("CHESTER'S Licensed Restaurants", and together with the Chester Fried Licensed Restaurants, the "Licensed Restaurants"). Unlike the CHESTER'S Restaurant franchises offered by this disclosure document, which involve formal training on our business system, your purchase of equipment, signage, fixtures, and product inventory, your use of specific marketing materials and technology, and your build-out of the Restaurant at your existing business location following a certain layout or design (among other things), a CHESTER'S Licensed Restaurant does not involve any of those elements or features. (It also is not required to pay any of the fees disclosed in Item 6.) An experienced foodservice or restaurant operator would sign a license agreement (and become a CHESTER'S Licensed Restaurant) when it does not want any of the items described above and does not want to become a CHESTER'S Restaurant franchisee but, instead, simply wants to use the "CHESTER'S" name (and limited product-specific branding elements) to identify the products it will prepare and sell as menu items at its existing location using its existing equipment.

In other words, if an experienced foodservice or restaurant operator wants to use the "CHESTER'S" name only to identify certain chicken-related products it prepares and sells within its existing operations, we must ensure that the operator uses our name properly and that the products it sells under the "CHESTER'S" name are prepared safely in compliance with all state and local laws and our ingredient standards (using our specific breading, batter, and other items). We must ensure that the operator does not mis-brand the products it chooses to sell under our name. Except for this limited control over how our trademark is used on prepared chicken products, the operator is free to conduct its existing business operations however it sees fit, and we exercise no controls over those operations and provide no significant assistance to the operator.

CHESTER'S Licensed Restaurants technically might compete with you if they are located close to your Restaurant. However, we do not anticipate that any such competition would be substantial (if it were to exist at all) because CHESTER'S Restaurant franchises are more fully-developed, branded units located and operating within existing business enterprises that implement various marketing initiatives to promote their products, while CHESTER'S Licensed Restaurants involve only prepared products sold as "impulse-buy" items to customers shopping at the location. In addition, we do not expect to grant CHESTER'S Licensed Restaurants to a licensee operating too closely to a CHESTER'S restaurant franchise.

We do not currently operate and have not operated any Chester Fried Licensed Restaurants, CHESTER'S Licensed Restaurants, or CHESTER'S Restaurants.

Lastly, 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, now referred to by Chester's as Area Developers, operate under our Chester's Franchise Area Developer Operations Agreement. The Area Developer 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 Developers operates, that Area Developer will perform certain services on our behalf relating to you and your Restaurant. Despite the functions they perform, Area Developers 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 Developer marketing businesses, there were 2 Area Developer marketing businesses in operation as of December 31, 2023. 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 or our affiliates also conduct certain additional non-Chester's business as described in Item 12.

We have no business activities other than those described above and in Item 12. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.

Our Predecessors and Affiliates

We currently 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 have the right to improve and develop over time. Your Restaurant will be located within the existing retail premises where you already operate a business like a 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. 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 operated 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, 2023.

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 begins on next page]

ITEM 2
BUSINESS EXPERIENCE

Managing Director: Wynn Giles

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

General Manager: Alexis Lobodocky

Ms. Lobodocky has been our General Manager since October 2017.

Executive Vice President: Bill Rice

Mr. Rice has been our Executive Vice President since January 2024. He was the Senior Vice President for Krispy Krunchy Foods, LLC in Alexandria, Louisiana from January 2015 to January 2021.

Vice President of Marketing: William Culpepper

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

Regional Director: David Wulf

Mr. Wulf has been our Regional Director since January 2018.

Regional Director: Oliver Vereschagin

Mr. Vereschagin has been our Regional Director since June 2021. Previously he served as our Regional Manager from June 2019 to June 2021, and Franchise Business Consultant from May 2017 to June 2019.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5

INITIAL FEES

You must pay us a \$3,500 training fee in a lump sum when you sign the Agreement. The training fee is not refundable under any circumstances. During the 2023 fiscal year, the training fees we received from franchisees ranged from \$0 to \$3,500.

Besides paying the training fee, you must buy various equipment, signage, fixtures, and product inventory before you open your Restaurant. The cost of all items available from us will depend on the Restaurant's anticipated venue and the items already in place. The expected range is \$12,000 to \$50,000 for a Restaurant to be located in a convenience store or similar retail business. You must have the core equipment to bread, fry, and merchandise CHESTER'S menu items. You may buy this equipment from us or use existing equipment we approve. You may buy certain proprietary food products and preparation supplies from unaffiliated suppliers. However, as described in Item 8, we have the right to require you to buy some or all of these items from designated exclusive sources, including us. None of the amounts you pay to us for any special order equipment is returnable and refundable, unless approved in advance by us. Special order equipment includes electric and/or gas powered cooking or food holding equipment, any custom signage, and other custom marketing materials. All other amounts paid to us for various equipment, signage, fixtures, and product inventory are refundable to you.

If you cancel your order for various equipment, signage, fixtures, and product inventory within 3 weeks from the estimated shipping date, or after some or all of the products are received by Chester's, then we may charge you a product cancellation fee equal to 10% of the total amount that is canceled. If you return any equipment, signage, fixtures, or product inventory to us any time, then we may charge you a restocking fee equal to 20% of the total amount that is returned, plus any freight cost we incur on your behalf. If we determine that you have failed to participate in the required pre-opening activities as required under your franchise agreement, then in addition to any remedy available to us under the franchise agreement, we may charge you a one-time storage fee equal to 10% of the total amount of the stored item(s) for storing any equipment, signage, fixtures, or product inventory that you ordered, but that we have not yet delivered to your Restaurant.

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 does not pass the assessment and we must reassess the Restaurant multiple times, we have the right to charge you our costs and expenses. We currently estimate this cost to be approximately \$500 per assessment. This payment is not refundable.

Financing for Equipment, Signage, Fixtures, and Product Inventory

We may finance up to \$20,000 of the purchase price for certain equipment, signage, fixtures, and product inventory you will need for your Restaurant at our discretion. We currently only offer this financing in certain states in which we have contractual relationships with our vendors for these items, namely Georgia, Michigan and Texas. We may modify the list of states in which we offer this financing at any time. You will sign a Financing Amendment to the Agreement and a

Promissory Note in the form attached as Exhibit G to the FDD. You must make at least a 10% down payment to your vendor to be eligible. The Promissory Note calls for monthly payment of principal over a period of 24 months, at an interest rate of 0% annually, until such time as the balance is paid in full, but interest will accrue at 10% annually as to any payment default under the Promissory Note. You and at least one person who owns an interest in you will sign the Financing Amendment to the Franchise Agreement and be responsible for the balance while still owing, but we do not require any additional security as part of the financing. See Item 10.

ITEM 6 **OTHER FEES**

Column 1 Type of fee*	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Marketing Materials Fee	\$200 per quarter We have the right to increase this fee upon 90 days' prior written notice to you, although the quarterly fee will not exceed \$325	4 times per year on the dates we designate Payment is due by credit card or automatic debit	This is for physical or digital samples of marketing materials we will prepare and periodically send you. We do not require your participation in advertising funds or cooperatives.
Marketing Support for Special Offerings or Promotions	Not to exceed \$200 per special offering or promotion	When billed Payment is due by credit card or automatic debit	Due if we implement special offerings or promotions for CHESTER'S Restaurants during the franchise term.
POS Technology Fee	\$250-\$325 per month We have the right to increase this fee upon 90 days' prior written notice to you, although the monthly fee will not exceed \$350	Monthly on the dates we designate (beginning with the month in which you buy the POS system) Payment is due by credit card or automatic debit	Due if you buy the POS system hardware we currently recommend (but have the right to require you to buy during the franchise term).
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 have the right to charge you for additional or special guidance, assistance, or training you need or request, including if the

Column 1 Type of fee*	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			Restaurant fails an inspection.
Reinspection or Revisit	\$300 per visit	As incurred Payment is due by credit card or automatic debit	Due for re-inspections or revisits if the Restaurant fails an inspection survey, the Restaurant is temporarily closed when we visit, or you interfere with the inspection process.
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.
Product Cancellation Fee	10% of the total amount that is canceled	As incurred	We may charge you the Product Cancellation Fee if you cancel the order 3 weeks from the estimated ship date or after some or all of the ordered products are received by Chester's.
Product Restocking Fee	20% of the total amount that is returned, plus freight costs	As incurred	We may charge you the Product Restocking Fee, plus any freight cost, for any damaged products you return to us.
Product Storage Fee	10% of the total amount that is stored	As incurred	We may charge you the Product Storage Fee if any shipment dates are rescheduled if we determine, in our sole discretion, that you have not participated in the required pre-opening activities, including attending required training.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from your Restaurant's operation or incur costs in defending them.

Column 1	Column 2	Column 3	Column 4
Type of fee*	Amount	Due Date	Remarks
Liquidated Brand Damages	\$5,000	As incurred	Due if you or your owners violate non-competition restrictions described in Items 17(q) and (r).
De-Branding Fee	\$1,500	As incurred Payment is due by credit card or automatic debit	Due if you do not comply with payment and Restaurant-specific physical de-branding obligations within 14 business days after Agreement expires or is terminated.

* 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 are uniformly imposed.

ITEM 7 **ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Column 1	Column 2	Column 3	Column 4	Column 5
Type of expenditure*	Amount	Method of payment	When due	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	\$12,000 - \$50,000	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
Grand Opening Advertising	\$0 - \$4,000	As arranged	As incurred	Us and third party Advertising Sources
Additional Funds ⁹ (3 Months)	\$10,000 - \$20,000	As arranged	As incurred	Third Parties

Column 1	Column 2	Column 3	Column 4	Column 5
Type of expenditure*	Amount	Method of payment	When due	To whom payment is to be made
Total (<u>excluding</u> real estate lease and purchase costs)	\$27,500 - \$296,500			

* 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, we have the right to charge you for the costs and expenses we incur to conduct 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 you should have no significant additional rent/lease obligations unless you pay percentage rent. For a CHESTER'S Restaurant at a food court, a 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 in a convenience store, this figure assumes the Restaurant will have 500 square feet. If you operate a CHESTER'S Restaurant at a food court or strip-mall location, this figure assumes 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.

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 As of this disclosure document's issuance date, you have the right to purchase the fryers, breading and batter table, hot cases, landing table, and oil-removal caddy you need to operate the Restaurant from us or an unaffiliated third-party food-service equipment supplier. However, we have the right to 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 have the right to purchase these items from us or from an unaffiliated third-party supplier. However, we have the right to 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. 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. Except as provided in Item 10 below, 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 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 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 have the right to 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.

We license the Marks to certain unaffiliated suppliers to make and brand the proprietary seasonings and specially-formulated pre-prepared mixes (which includes breading, batter dip, and marinades), sauces, branded fresh and frozen poultry products, frozen potato wedges and paper products (which includes packaging, napkins, cups, and other products used in the operation of the Restaurant) (collectively, the "Proprietary Goods"). The suppliers then sell the Proprietary Goods to our designated distributors, and you must purchase the Proprietary Goods from one or more of our designated distributors, of which we are one.

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, one of our officers owns a non-controlling interest in Wynn's Grain and Spice, LLC, which currently manufactures various consumables and sells those items to us for resale to our franchisees (indirectly through unaffiliated third-party distributors and grocery wholesalers).

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.

Because we currently require you to purchase products only from designated or approved suppliers already established for the CHESTER'S System, or only in compliance with our brand standards and specifications, we will not consider your request to buy from a then-unapproved supplier any product you will use at or sell from the Restaurant. Therefore, we currently have no process in place for granting and revoking approval of alternative suppliers and do not issue any criteria for consideration. We have no intention or obligation to approve alternative or additional suppliers for any 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 have the right to 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 30% of their gross sales depending on the particular item.

During 2023, we received a total of \$44,962,498 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 87.59% of our total revenue of \$51,333,253. These figures are from our audited financial statements. Our affiliates did not receive any revenue from direct franchisee purchases and leases during 2023. 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, breadings 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 and not the interests of any particular franchisee. 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 (which may include the CHESTER'S POS system), inventory, fixtures, accessory features, furnishings, design, layout, or maintenance (the "Modifications"), you must comply with and complete the Modifications within the timeframe we specify.

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 per occurrence and \$2 million in the annual aggregate of comprehensive general liability coverage. The comprehensive general liability policy must name Chester's International, LLC as an additional insured and provide for a waiver of subrogation in favor of CHESTER'S. Your insurance will be primary and any insurance carried by CHESTER'S will be excess and non-contributory.

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	5, 6, 8, 9, 10, and 16 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, 6, 7, 9, 11, 14, 20, and 22 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

	Obligation	Section in agreement	Disclosure document item
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	17 of Agreement	7 and 8
o.	Advertising	5, 10, and 16 of Agreement	6, 7, and 11
p.	Indemnification	22 of Agreement	6
q.	Owner's participation/management/staffing	4 and 7 of Agreement	11 and 15
r.	Records and reports	15 of Agreement	11
s.	Inspections and audits	11 of Agreement	11
t.	Transfer	18 of Agreement	17
u.	Renewal	3 of Agreement	17
v.	Post-termination obligations	20 of Agreement	17
w.	Non-competition covenants	14 of Agreement	17
x.	Dispute resolution	26 and 27 of Agreement	17

ITEM 10

FINANCING

We do not guarantee your note, lease or obligation. We do not currently place financing with anyone and do not receive any payment for the placement of financing. We do not have any past or present practice or intention to sell, assign or discount to any third party, in whole or in part, any financing arrangements. We reserve the right to offer financing or assist franchisees in obtaining financing in the future.

We may finance up to \$20,000 of the purchase price for certain equipment, signage, fixtures, and product inventory you will need for your Restaurant at our sole discretion. We currently only offer this financing in certain states. See Item 5. You will sign a Financing Amendment to the Agreement and a Promissory Note in the form attached as Exhibit G to the FDD. You will sign a Financing Amendment to the Agreement and a Promissory Note in the form attached as Exhibit G to the FDD. You must make at least a 10% down payment to your vendor to be eligible. The Promissory Note calls for monthly payment of principal over a period of 24 months, at an interest rate of 0% annually, until such time as the balance is paid in full, but interest will accrue at 10% annually as to any payment default under the Promissory Note. You and at least one person who owns an interest in you will sign the Financing Amendment to the Franchise Agreement and be responsible for the balance while still owing, but we do not require any additional security as part of the financing and do not take any security interest in your assets as part of the deferral of payment or your entry into the Financing Amendment to the Agreement and Promissory Note.

In the Financing Amendment to the Agreement and Promissory Note, you and an owner we require to guaranty payment under the Promissory Note must waive any defenses or other legal rights related to the balance of the financing debt while still owing, and you and such owner are also barred from asserting any defenses. If you fail to timely pay the balance of the debt plus the agreed

amount of interest in the Promissory Note (if any), we may issue a curable default notice under the Agreement and the Financing Amendment to the Agreement and we may have the right to terminate the Agreement if you fail to timely cure the default after notice and the stated cure period (which will be no less than 10 days). If we terminate the Agreement based on a failure to timely pay the balance of the amount due under the Promissory Note, the entire principal amount and interest (if any) due under the Promissory Note will be accelerated and become due immediately, your Agreement and other agreements with us will be subject to cross default and you and such owner will owe us our attorneys' fees and costs related to the termination and any attempts to enforce our rights under any of your agreements with us. We will not sell, assign, or discount to a third party all or part of your financing arrangement with us. We are the direct lender if we defer your payment of the initial franchise fee such that, other your repayment of the principal plus interest to us, neither we nor any affiliate receives any consideration for arranging this financing.

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 Developers) 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 140 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 Developers) 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 — Sections 4 and 8]
3. Prepare point-of-purchase materials for you. [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 6 and 9]
8. Recommend retail prices for the products you prepare and sell at your Restaurant (we generally do not control your resale prices).

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 have the right to 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 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 180 days after signing the Agreement.

Computer Hardware and Software

You currently have no obligation to 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 monthly reports regarding the Restaurant's sales, labor costs, and profits in the format we specify. [Agreement — Section 15]

We have the right to require you to obtain (but currently only recommend that you obtain) and use the computer hardware and software, point-of-sale system, printers, tablets, smartphones, and other computer-related accessories and peripheral equipment we periodically specify (the "POS System"). The POS System must permit 24-hours-per-day, 7-days-per-week electronic communications between the Restaurant and us. (Agreement — Sections 5, 8, 10, and 15)

The POS System may include all or some of the following: point-of-sale terminals, networking switches, kitchen printers and displays, cash drawers, hand-held terminals, credit card terminals, self-order kiosks, and receipt printers. We estimate the POS System's cost to range from \$2,000 to \$6,000 depending on your Restaurant's needs.

The third parties whose computer-related products you buy have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract or a warranty that covers the product. We currently do not provide computer-related products and therefore have no such obligations. We estimate the cost of ongoing maintenance, repairs, upgrades, and updates for the POS System to be approximately \$250 to \$325 per month (which is covered by the POS Technology Fee). We have the right to increase the POS Technology Fee upon 90 days' prior written notice, although the monthly fee will not exceed \$350. The POS System generates and maintains sales, menu mix, and other financial information. You must upgrade the POS System, and/or obtain service and support, as we require or when necessary because of technological developments, including complying with PCI Data Security Standards. There are no contractual limitations on the frequency and cost of this obligation. We will have independent, unlimited access to the information the system generates, although not to employee- or employment-related information for your Restaurant's employees.

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 have the right to 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 generally do not require additional training or refresher courses unless we deem it necessary if your Restaurant fails an inspection, in which case we may charge you \$500 a day for such additional training. If we provide other additional training or refresher training courses upon your request, we reserve the right to charge you an additional training charge based on the nature of such additional training, and you are responsible for expenses incurred in attending additional training or refresher training that is not conducted at the Restaurant.

David Wulf has been with us as Regional Director-East Region since June 2013 and coordinates all of our initial brand standards training programs in that region. Oliver Vereschagin has been with us as Regional Director-West Region since May 2017 and coordinates all of our initial brand standards training programs in that region. Messrs. Wulf and Vereschagin together have 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 Developers 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

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

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
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

You will agree in your Agreement that we are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all your employees' essential terms and conditions of employment.

Advertising

We do not require franchisees to contribute to or participate in an advertising or marketing fund. You must pay us a quarterly marketing support fee. This is for combination of physical marketing materials that we will prepare and periodically send to you, as well as digital marketing campaigns designed to build brand awareness and drive traffic to your location. We charge \$200 per quarter and have the right to increase the quarterly fee upon 90 days' prior written notice to you (although the quarterly fee will not exceed \$325). We also have the right to charge you up to \$200 for materials we prepare for each special product offering or promotion.

You also must advertise your Restaurant at your own expense on a reasonable number of DOT signs on nearby interstates. 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 have the right to review and approve (or disapprove) all advertising and promotional materials you propose to use. You have no right to 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 cannot without our prior written approval develop, maintain, or authorize any website that mentions the Marks. [Agreement — Sections 8 and 12]

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 have the right to terminate the Agreement if you fail to open the Restaurant within 6 months after the Agreement's effective date. You have the right to operate only from the accepted location and have no right to 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 have the right, with our prior written approval, to 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 (such as the Internet, catalog sales, telemarketing, or other direct marketing sales) or in any territory.

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 operate restaurants or sell chicken products under the CHESTER FRIED Total Program. We are now the licensor of those Chester Fried 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 allowing certain experienced food-service operators, and chain accounts who already operate one or more Chester Fried Licensed Restaurants, to develop and operate additional Chester Fried 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.

As further described in Item 1 above, the CHESTER'S Licensed Restaurants use the Marks, including the Primary Mark, to offer and sell our proprietary products so long as they satisfy certain standards and procedures. We are the licensor to the CHESTER'S Licensed

Restaurants. We currently offer qualified individuals or entities the right to operate CHESTER'S Licensed Restaurants from existing foodservice or restaurant operations. We anticipate entering into license agreements for CHESTER'S Licensed Restaurants with experienced foodservice operators or chain account holders to operate within supermarkets or similar locations.

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 Licensed Restaurants or CHESTER'S Licensed Restaurants because the Licensed 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.

Besides our franchising activities described in Item 1 and above, we currently sell to our franchisees—either directly or indirectly through unaffiliated third-party distributors and grocery wholesalers who then resell to franchisees—various consumable products (manufactured for us by a third party), including the blended products (breeding, batter dip, and marinades) used to prepare chicken sold under the Marks. We also sell packaging and other paper materials used by franchisees and sell them to unaffiliated third-party distributors and grocery wholesalers for resale to franchisees.

We may also 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.

An affiliate of ours, BirdShack, LLC ("BirdShack"), sells chicken-related food products (under the BirdShack name) to non-Chester's food-service operators (directly or through unaffiliated distributors). These operators have no right to use any Mark you have the right to 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 BirdShack 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. BirdShack's principal place of business currently is the same as ours (1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203).

Besides what we describe above, we sell and may continue to sell equipment to franchisees and have begun selling clothing and merchandise on the Internet, and BirdShack sells and may continue to sell consumable products (breeding, 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 have the right to use certain trademarks, service marks and trade dress (individually, a “Mark” and collectively, the “Marks”) in operating the Restaurant. The principal Mark for CHESTER’S Restaurant franchises is CHESTER’S (the “Principal Mark”). The Principal Mark has been in use since 2004, and was registered on the United States Patent and Trademark Office’s (USPTO) Principal Register on November 6, 2007 (Registration Number 3,206,105). We acquired the Principal Mark as part of the merger described in Item 1. The Principal Mark generally covers batter, marinade, breading, and mixes (in International Class 30); restaurant services, food preparation services and take-out food services (in International Class 43); and paper products such as napkins, carry-out boxes, bags, and posters(in International Class 16). We have filed all required affidavits of use for the Principal Mark. We also have renewed the Registration of the Principal Mark (in 2017).

Other related Marks that we own include the following:

Mark	Registration Number	Registration Date	Register	Renewed
CHESTER FRIED (And Design) 	1,884,056	03/14/1995	Principal	Yes
CHESTER’S (And Design) 	3,011,320	11/01/2005	Principal	Yes
CHESTER’S (And Design) 	3,050,595	01/24/2006	Principal	Yes
CHESTER’S (And Design)	6901638	11/15/2022	Principal	Not Applicable

Mark	Registration Number	Registration Date	Register	Renewed
				
CHESTER'S CHICKEN ON THE RUN (And Design) 	6828173	08/23/2022	Principal	Not Applicable
HESTER'S CHICKEN ON THE RUN (And Design) 	6828172	08/23/2022	Principal	Not Applicable
CHESTER'S (And Design) 	7258625	01/02/2024	Principal	Not Applicable

All of these Marks are registered on the USPTO's Principal Register. All required affidavits of use have been filed, and all Registrations of these Marks have been renewed.

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 have no right to 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 have the right to 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 have the right to 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 have the right to 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 have no right to 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

Your principal owners need not participate in the Restaurant's day-to-day operations, and we do not necessarily recommend that you do so. However, if they 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. We do not require franchisee owners to sign a guarantee of performance.

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 have no right to offer or sell any menu items or products, or perform any services, we have not authorized. We have the right periodically to change required and/or authorized menu items and services and equipment specifications (including required use of our designated POS system). 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. You are not limited in the customers with whom the Restaurant does business from its premises.

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. Any renewal or extension is

	Provision	Section in franchise or other agreement	Summary
			only upon our and your mutual written consent.
c.	Requirements for franchisee to renew or extend	3 of Agreement	If we are willing to renew, you first must correct all deficiencies in the Restaurant's operation that we identify and upgrade, remodel, and redecorate the Restaurant to conform to the then-current image of a Chester's Restaurant and the System. Because you have no right to renew or extend the Agreement term, if we choose to continue our relationship with you, we have the right 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.

	Provision	Section in franchise or other agreement	Summary
d.	Termination by franchisee	Not Applicable	You have no contractual right to terminate the Agreement. However, you have the right to terminate the Agreement on any grounds available under applicable state law.
e.	Termination by franchisor without cause	Not Applicable	We have no right to terminate your Agreement without cause.
f.	Termination by franchisor with cause	18 and 19 of Agreement	We have right to terminate only if you breach the Agreement.
g.	“Cause” defined – curable defaults	19 of Agreement	You generally have 20 days to cure all defaults that by their nature can be cured.
h.	“Cause” defined – non-curable defaults	11, 18, and 19 of Agreement	Unapproved transfers and third failed in-Restaurant inspection are not curable defaults.
i.	Franchisee’s obligations on termination/non-renewal	20 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. Also see (r) below.
j.	Assignment of contract by franchisor	18 of Agreement	No restriction on our right to assign; we have the right to assign without your approval.
k.	“Transfer” by franchisee – defined	18 of Agreement	Includes transfer of Agreement, your controlling ownership interest, and your actual management control.
l.	Franchisor approval of transfer by franchisee	18 of Agreement	You have no right to transfer without our prior written consent, which we have the right to grant or withhold as we deem best.
m.	Conditions for franchisor approval of transfer	18 of Agreement	The Agreement does not specify any transfer conditions you must satisfy; we have the right to 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	The Agreement does not contain this right.
o.	Franchisor’s option to purchase franchisee’s business	Not Applicable	The Agreement does not contain this right.
p.	Death or disability of franchisee	Not Applicable	The Agreement does not address this issue.

	Provision	Section in franchise or other agreement	Summary
q.	Non-competition covenants during the term of the franchise	14 of Agreement	You and your owners are not allowed to have any direct or indirect controlling or non-controlling interest as an owner in, or perform services as a director, officer, manager, employee, consultant, representative, or agent for, a Competitive Business at the Restaurant's location or within a 5-mile radius from the location. "Competitive Business" means (a) business preparing and selling to customers breaded chicken products or the other types of products (e.g., "sides" such as potato wedges) that we require the Restaurant to prepare and sell as of the Effective Date, including, but not limited to, such businesses as Charley Biggs, Champs Chicken, Krispy Krunchy Chicken, Cooper's Express, Broaster Chicken, and Chicken King, (b) business that includes a "Restaurant-in-Store" unit where the Restaurant-in-Store unit derives more than twenty-percent (20%) of its revenue from selling chicken, or (c) business granting franchises or licenses to others to operate the types of businesses described in clauses (a) or (b), other than a CHESTER'S Restaurant operated under an agreement with us.
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	The Agreement does not address this issue.
s.	Modification of the agreement	24 of Agreement	No modifications generally unless signed by parties to the Agreement, but we may change Manuals and standards, specifications, and operating procedures.
t.	Integration/merger clause	24 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	The Agreement does not contain this provision.
v.	Choice of forum	Not Applicable	The Agreement does not contain this provision.
w.	Choice of law	27 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Franchise Services, 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203, (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 1 begins on next page]

Table No. 1

**Systemwide Outlet Summary
For years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	1185	1076	-109
	2022	1076	1081	+5
	2023	1081	1002	-79
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	1185	1076	-109
	2022	1076	1081	+5
	2023	1081	1002	-79

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021 to 2023**

State	Year	Number of Transfers
Alabama	2021	0
	2022	0
	2023	1
Arkansas	2021	0
	2022	0
	2023	4
California	2021	0
	2022	0
	2023	2
Florida	2021	0
	2022	0
	2023	1

State	Year	Number of Transfers
Georgia	2021	0
	2022	0
	2023	1
Kentucky	2021	0
	2022	0
	2023	1
Massachusetts	2021	0
	2022	0
	2023	1
Maine	2021	0
	2022	0
	2023	1
Missouri	2021	0
	2022	0
	2023	1
Mississippi	2021	0
	2022	0
	2023	2
New York	2021	0
	2022	0
	2023	1
Oklahoma	2021	0
	2022	0
	2023	0
Pennsylvania	2021	0
	2022	0
	2023	1
Tennessee	2021	0
	2022	0
	2023	1
Texas	2021	0

State	Year	Number of Transfers
	2022	0
	2023	1
Total	2021	0
	2022	0
	2023	19

Table No. 3

**Status of Franchised Outlets
For years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2021	21	2	0	1	0	3	19
	2022	19	2	0	0	0	2	19
	2023	19	5	1	0	0	0	23
Arizona	2021	9	2	0	0	0	1	10
	2022	10	1	0	0	0	1	10
	2023	10	0	0	0	0	1	9
Arkansas	2021	121	8	0	3	0	7	119
	2022	119	16	0	1	0	3	131
	2023	131	11	1	5	0	1	135
California	2021	63	7	0	1	0	9	60
	2022	60	13	0	0	0	4	69
	2023	69	4	0	2	0	6	65
Colorado	2021	14	0	0	0	0	2	12
	2022	12	0	0	0	0	0	12
	2023	12	1	0	0	0	0	13
Connecticut	2021	3	1	0	1	0	0	3
	2022	3	2	0	0	0	1	4
	2023	4	1	0	0	0	1	4
Delaware	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Florida	2021	12	2	0	1	0	1	12
	2022	12	4	0	0	0	3	13
	2023	13	1	0	0	0	0	14
Georgia	2021	37	1	0	1	0	6	31
	2022	31	3	0	0	0	4	30
	2023	30	2	0	0	0	3	29
Idaho	2021	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Illinois	2021	46	4	0	0	0	5	45
	2022	45	0	0	0	0	0	45
	2023	45	1	0	1	0	0	45
Indiana	2021	25	2	0	1	0	3	23
	2022	23	2	0	0	0	3	22
	2023	22	0	0	3	0	4	15
Iowa	2021	68	1	0	4	0	5	60
	2022	60	3	0	1	0	1	61
	2023	61	1	1	4	0	4	53
Kansas	2021	41	3	0	2	0	1	41
	2022	41	1	0	0	0	1	41
	2023	41	1	0	0	0	0	42
Kentucky	2021	37	3	0	6	0	5	29
	2022	29	3	0	4	0	6	22
	2023	22	0	1	6	0	2	13
Louisiana	2021	20	1	0	2	0	5	14
	2022	14	0	0	0	0	1	13
	2023	13	1	0	0	0	2	12
Maine	2021	31	0	0	2	0	5	24
	2022	24	2	0	0	0	5	21
	2023	21	2	1	4	0	8	10
Maryland	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Massachusetts	2021	15	2	0	0	0	2	15
	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	1	14
Michigan	2021	34	5	0	0	0	6	33
	2022	33	4	0	0	0	2	35
	2023	35	1	0	3	0	2	31
Minnesota	2021	30	3	0	1	0	1	31
	2022	31	1	0	0	0	5	27
	2023	27	1	0	5	0	1	22
Mississippi	2021	48	8	0	2	0	9	45
	2022	45	6	0	0	0	10	41
	2023	41	5	1	2	0	9	34
Missouri	2021	64	7	0	2	0	6	63
	2022	63	6	0	0	0	2	67
	2023	67	3	0	11	0	0	59
Montana	2021	16	1	0	0	0	2	15
	2022	15	0	0	0	0	3	12
	2023	12	0	0	1	0	0	11

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Nebraska	2021	43	2	0	0	0	0	45
	2022	45	1	0	0	0	0	46
	2023	46	3	0	0	0	0	49
Nevada	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
New Hampshire	2021	7	0	0	3	0	1	3
	2022	3	1	0	1	0	0	3
	2023	3	0	0	2	0	0	1
New Jersey	2021	3	1	0	0	0	2	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
New Mexico	2021	8	0	0	1	0	0	7
	2022	7	1	0	0	0	0	8
	2023	8	0	0	0	0	0	8
New York	2021	10	0	0	2	0	4	4
	2022	4	1	0	1	0	1	3
	2023	3	2	0	0	0	0	5
North Carolina	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
North Dakota	2021	15	1	0	0	0	3	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
Ohio	2021	15	2	0	0	0	3	14
	2022	14	1	0	1	0	1	13
	2023	13	1	0	2	0	2	10
Oklahoma	2021	24	4	0	1	0	3	24
	2022	24	2	0	0	0	5	21
	2023	21	2	2	0	0	0	21
Oregon	2021	7	0	0	0	0	1	6
	2022	6	0	0	0	0	1	5
	2023	5	1	0	0	0	0	6
Pennsylvania	2021	22	3	0	1	0	4	20
	2022	20	2	0	0	0	4	18
	2023	18	0	1	3	0	2	12
South Carolina	2021	7	0	0	0	0	1	6
	2022	6	2	0	0	0	0	8
	2023	8	1	0	0	0	2	7
South Dakota	2021	18	2	0	1	0	0	19
	2022	19	0	0	2	0	2	15
	2023	15	1	0	0	0	0	16
Tennessee	2021	41	2	0	1	0	5	37
	2022	37	5	0	0	0	4	38

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2023	38	6	0	9	0	6	29
Texas	2021	94	7	0	13	0	27	61
	2022	61	7	0	0	0	3	65
	2023	65	2	0	1	0	4	62
Utah	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
Vermont	2021	6	0	0	4	0	0	2
	2022	2	0	0	1	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	2021	11	1	0	0	0	2	10
	2022	10	2	0	1	0	0	11
	2023	11	1	0	0	0	1	11
Washington	2021	25	3	0	0	0	4	24
	2022	24	5	0	1	0	3	25
	2023	25	3	0	0	0	0	28
West Virginia	2021	12	0	0	0	0	1	11
	2022	11	0	0	3	0	0	8
	2023	8	0	0	1	0	0	7
Wisconsin	2021	38	7	0	0	0	4	41
	2022	41	4	0	0	0	2	43
	2023	43	3	0	5	0	6	35
Wyoming	2021	9	0	0	0	0	0	9
	2022	9	1	0	0	0	0	10
	2023	10	0	0	0	0	0	10
Puerto Rico	2021	2	0	0	1	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
U.S. Virgin Islands	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Total	2021	1,185	98	0	58	0	149	1,076
	2022	1,076	105	0	17	0	83	1,081
	2023	1,081	69	10	68	0	70	1,002

Table No. 4

**Status of Company-Owned Outlets
For years 2021 to 2023**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5

Projected Openings As of December 31, 2023

State	Agreements Signed But Restaurants Not Open	Projected New Franchised Restaurants in the Next Fiscal Year	Projected New Company- Owned Restaurants in the Next Fiscal Year
Alabama	2	3	0
Alaska	0	0	0
Arkansas	5	1	0
Arizona	0	9	0
California	10	4	0
Connecticut	0	1	0
Colorado	0	1	0
Delaware	0	0	0
Florida	1	2	0
Georgia	5	3	0
Hawaii	0	0	0
Illinois	1	2	0
Indiana	1	0	0
Idaho	0	1	0
Iowa	0	1	0

State	Agreements Signed But Restaurants Not Open	Projected New Franchised Restaurants in the Next Fiscal Year	Projected New Company-Owned Restaurants in the Next Fiscal Year
Kansas	1	0	0
Kentucky	1	2	0
Louisiana	0	1	0
Maine	1	2	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	2	3	0
Minnesota	0	1	0
Mississippi	1	5	0
Missouri	2	5	0
Montana	0	0	0
Nebraska	0	3	0
New York	0	0	0
New Hampshire	0	0	0
New Jersey	0	1	0
New Mexico	0	1	0
Nevada	0	1	0
North Carolina	0	1	0
North Dakota	0	1	0
Ohio	2	2	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
Rhode Island	0	1	0
South Carolina	0	1	0
South Dakota	2	1	0
Tennessee	3	3	0
Texas	2	5	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	1	0
Washington	1	3	0
West Virginia	0	1	0
Wisconsin	2	2	0
Wyoming	0	1	0
Puerto Rico	0	0	0
U.S. Virgin Islands	0	0	0

State	Agreements Signed But Restaurants Not Open	Projected New Franchised Restaurants in the Next Fiscal Year	Projected New Company-Owned Restaurants in the Next Fiscal Year
Totals	45	78	0

Exhibit E lists all CHESTER’S Restaurant franchisees and the addresses and telephone numbers of their Restaurants (or prospective Restaurants noted with an asterisk) as of December 31, 2023. Exhibit E also lists the names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone numbers) of the CHESTER’S Restaurant franchisees who had outlets terminated, cancelled, or not renewed or otherwise voluntarily or involuntarily ceased to do business under our Agreement from January 1, 2023 to December 31, 2023. There are 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, 2023, 2022, and 2021, and our audited statements of income, member equity, and cash flows for the fiscal years ended December 31, 2023, 2022, and 2021.

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	Franchise Administrator	Agent for Service of Process
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 or (866) 275-2677 Website: http://www.dfpi.ca.gov/ Email: Ask.DFPI@dfpi.ca.gov	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 or (866) 275-2677 Website: http://www.dfpi.ca.gov/ Email: Ask.DFPI@dfpi.ca.gov
Hawaii	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722	Commissioner of Securities 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 217-782-4465	Attorney General 500 South Second Street Springfield, IL 62701 217-782-4465
Indiana	Secretary of State, Securities Division 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681	Secretary of State 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360
Michigan	Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622	Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622
Minnesota	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 212-416-8222	New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 518-473-2492

State	Franchise Administrator	Agent for Service of Process
North Dakota	North Dakota Securities Department 600 E. Boulevard Avenue, State Capitol, 14 th Floor, Dept 414 Bismarck, ND 58505-0510 701-328-4712	Securities Commissioner North Dakota Securities Department 600 E. Boulevard Avenue, State Capitol, 14 th Floor, Dept 414 Bismarck, ND 58505-0510 701-328-4712
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue, Bldg. 69-2 Cranston, RI 02920 401-462-9527	Director of Department of Business Regulation, Securities Division 1511 Pontiac Avenue, Bldg. 69-2 Cranston, RI 02920 401-462-9527
South Dakota	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, 2nd Floor Pierre, SD 57501 605-773-3563	Division of Insurance Securities Regulation 124 S. Euclid, 2 nd Floor Pierre, SD 57501 605-773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 804-371-9733
Washington	Securities Division, Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200	Director of Dept. of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760
Wisconsin	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B

CHESTER'S RESTAURANT AGREEMENT



CHESTER'S INTERNATIONAL, LLC

AGREEMENT FOR CHESTER'S IN-STORE OR NON-TRADITIONAL RESTAURANT

This Agreement (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 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203 ("**we**," "**us**," or "**our**"), and _____ ("**you**" or "**your**") for a CHESTER'S® Restaurant to be operated at _____ (the "**Location**").

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 a restaurant 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 a CHESTER'S restaurant at the Location (the "**Restaurant**") 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 Effective Date. 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 any renewal or extension (if we otherwise are inclined to grant a renewal or extension) unless you (a) correct any deficiencies in your operation of the Restaurant that we identify and (b) upgrade, remodel and redecorate the Restaurant's premises as we specify 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 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.**

(a) **Training Fee.** You must 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. Payment is due by credit card or automated clearing house ("**ACH**") transfer (and you must sign our payment authorization form attached to this Agreement as Exhibit A).

(b) **Marketing Support Fee.** You must pay us a \$200 fee four (4) times per year on the dates we designate for a combination of physical marketing materials that we will prepare and periodically send to you, as well as digital marketing campaigns designed to build brand awareness and drive traffic to the Location. Payment is due by credit card or ACH transfer. If we decide to implement special offerings or promotions for CHESTER'S Restaurants during the course of the year (e.g., "limited-time-offerings"), we also may send you supplemental marketing materials and other items relating to those special offerings, for each of which we currently may require you to pay us up to \$200 per special offering or promotion. We may increase the quarterly Marketing Materials Fee upon 90 days' prior written notice to you, although that quarterly fee will not exceed \$325 per quarter.

(c) **POS Technology Fee.** If you choose to purchase for the Restaurant the POS System hardware that we recommend (but currently do not require), we estimate that you will have to pay us \$250 to \$325 per month as a POS Technology Fee. Payment is due by credit card or ACH transfer. You also must pay us a POS Technology Fee if during this Agreement's term we require you to obtain the Chester's POS System for the Restaurant as part of its required operating equipment. We may increase this POS Technology Fee upon 90 days' prior written notice to you, although the monthly fee will not exceed \$350.

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. 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 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 Effective Date. 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, then 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 before the Restaurant may begin operations. 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. We have the right to charge you \$500 per day for any additional training we deem necessary if and after the Restaurant fails an inspection. Payment is due by credit card or ACH transfer once we notify you of the failed inspection.

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. We have the right from time-to-time to change required product offerings and equipment specifications (including required use of the Chester's POS System), which will take effect upon delivery of notice to you. Should you fail to maintain and be compliant with our operational standards, subject to applicable law, we may instruct our suppliers and/or distributors to temporarily discontinue your product orders and deliveries to the Location until you make a good faith effort, in our sole discretion, to become compliant with our operational standards.

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 (which may include the Chester's POS System), 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 or other designated third-party representatives acting on our behalf have the right to enter the Location at any time during regular business hours (which you must provide to your Chester's Representative at the time of opening) to conduct inspections. You agree to cooperate with our representatives during those inspections. We have the right to conduct additional in-Restaurant visits if the Restaurant fails any inspection surveys, the Restaurant is temporarily closed, or you interfere with the inspection process. We have the right to charge you \$300 for each required revisit. Payment is due by credit card or ACH transfer upon delivery of notice to you. Upon the third failed in-Restaurant inspection survey, we reserve the right to terminate this Agreement, at which time your post-term obligations will commence as stated in Section 20 of this Agreement.

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 licensees 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. We and you are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all your employees' essential terms and conditions of employment.

14. **Competitive Business.** In this Agreement, the term "**Competitive Business**" means any (a) business preparing and selling to customers breaded chicken products or the other types of products (e.g., "sides" such as potato wedges) that we require the Restaurant to prepare and sell as of the Effective Date, including, but not limited to, such businesses as Charley Biggs, Champs Chicken, Krispy Krunchy Chicken, Cooper's Express, Broaster Chicken, and Chicken King, (b) business that includes a "Restaurant-in-Store" unit where the Restaurant-in-Store unit derives more than twenty-percent (20%) of its revenue from selling chicken, or (c) business granting franchises or licenses to others to operate the types of businesses described in clauses (a) or (b), other than a CHESTER'S Restaurant operated under an agreement with us. During this Agreement's term, you agree that neither you nor your owners will have any direct or indirect, controlling or non-controlling interest as an owner in, or perform services as a director, officer, manager, employee, consultant, representative, or agent for, a Competitive Business at the Location or within a five (5)-mile radius from the Location.

For each violation of this restriction on the operation of a Competitive Business, you acknowledge that we will suffer substantial Brand Damages. "**Brand Damages**" means, among other things, lost market penetration and goodwill, loss of CHESTER'S Restaurant representation in the Location's market area, customer confusion, lost opportunity costs, and expenses that we will incur in developing or finding another operator to develop another CHESTER'S Restaurant in the Location's market area. We and you acknowledge that Brand Damages are difficult to estimate accurately, and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to us. Therefore, for each violation of the restriction on the operation of a Competitive Business, you must pay us in a lump sum, on or before the date we specify, liquidated damages equal to Five-Thousand Dollars (\$5,000). Payment is due by credit card or ACH transfer. You agree that these liquidated damages represent the best estimate of our Brand Damages arising from each violation of the restriction on the operation of a Competitive Business. Your payment of the liquidated damages to us will not be considered a penalty but, rather, a reasonable estimate of fair compensation to us for the Brand Damages we will incur. You acknowledge that your payment of liquidated damages is full compensation to us only for the Brand Damages and is in addition to, and not in lieu of, your obligations to pay other amounts due to us under this Agreement and to comply strictly with all other contractual obligations.

15. **Reporting.** You must send us monthly reports regarding the Restaurant's sales, labor costs, and profits in the format we specify (other than employee-related information). If you purchase the Restaurant POS System hardware that we recommend (but do not currently require), or if during this Agreement's term we require you to obtain the Chester's POS System for the Restaurant as part of its required operating equipment, you also must pay us the POS Technology Fee we specify in Section 5(c) and provide us with independent, unlimited access to the information the System generates (although not to employee- or employment-related information for your Restaurant's employees).

16. **Advertising.** 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 that we have not prepared for CHESTER'S Restaurants and sent you (and for which we charge you the fees specified in Section 5(b) above). 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. You may not misrepresent Chester's products in any advertising, including that Chester's products are Halal or Kosher.

17. **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 per occurrence and \$2 million in the annual aggregate of comprehensive general liability coverage. Your comprehensive general liability policy must name Chester's International, LLC as an additional insured and provide for a waiver of subrogation in favor of us. Your insurance will be primary and any insurance carried by us will be excess and non-contributory.
18. **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.
19. **Termination.** In addition to our termination rights in Section 18, we may terminate this Agreement, effective immediately upon delivery of notice to you, if you fail to comply with any provision of this Agreement or any other agreement or promissory note with us or our affiliates and you 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. The parties shall not be liable for any delay in or impairment of performance resulting in whole or in part from an event beyond the parties' reasonable control, including: natural disasters, fire, flood, severe weather, pandemic, disease epidemic, crop failure or lack of ingredients; embargoes, trade restrictions, or other acts of government; explosions, riots, wars, or acts of terrorism; strikes, lockouts, or labor disruptions; and shortages of transportation equipment, fuel, or labor (each, a "FME"). Notwithstanding anything to the contrary herein, if you are unable fulfill your obligations in this Agreement herein due to an FME, we agree to engage in good faith discussions to come to a mutually acceptable resolution; provided that if the parties are unable to mutually agree on a resolution within 45 days of entering into such discussions, we may terminate the Agreement effective immediately. In no case may an FME last more than 180 days.
20. **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; immediately deliver to us (at no cost to us) all Manuals, brochures, invoices, and other materials bearing the Marks. You will have 14 business days to show that you have completed all payment and Restaurant-specific physical de-branding obligations (the other obligations are immediate and continuing). If you fail to comply with the payment and Restaurant-specific physical de-branding obligations within 14 business days, you must pay us a \$1,500 fee. Payment is due by credit card or ACH transfer. If you fail to comply with your debranding obligations within the aforementioned timeframe, you agree to permit our third-party agent access to your premises to remove Chester's Marks from the Location. All of our and your (and your owners) obligations under this Agreement which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.
21. **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.
22. **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 entering this Agreement with the intent and expectation that we and you are and will be independent contractors. We and you are not and do not intend to be partners, joint venturers, associates, or employees of the other in any way, and we (and our affiliates) will not be construed to be jointly liable for any of your acts or omissions under any circumstances. We (and our affiliates) are not the employer or joint employer of the Restaurant's employees. 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 we or our affiliates, are the employer of all Restaurant employees.
23. **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, (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, or (d) at the time delivered via electronic communication if the sender has confirmation of successful transmission. Any party may change its address for notices by written notice given as provided in this Section.
24. **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. Subject to our right to modify the Manuals and Chester's System, 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).
25. **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.
26. **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 MISUSE 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.
27. **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.
28. **No Waiver or Disclaimer of Reliance in Certain States.** The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement,

or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

29. **Additional Representations.**

FOR ALL STATES EXCEPT CALIFORNIA AND NEW YORK

[YOU ARE TO INITIAL THE FOLLOWING REPRESENTATIONS ONLY IF BOTH ARE APPLICABLE. IF BOTH ARE NOT APPLICABLE, PLEASE CONSULT YOUR CHESTER'S REPRESENTATIVE.]

____ 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.]

FOR CALIFORNIA AND NEW YORK ONLY

[If you will operate your Restaurant in **California or New York**, you represent as of the date of this Agreement that:

YOU ARE TO INITIAL THE FOLLOWING REPRESENTATIONS ONLY IF ALL ARE APPLICABLE:

____ For at least the last twenty-four (24) months prior to the date of this Agreement, you or, if you are an entity, any of your existing officers, directors, or managing agents who have held such position with you for at least the last twenty-four (24) months, have been engaged in a business offering products or services substantially similar or related to those to be offered by you at the Restaurant.

____ The new products or services you will offer at the Restaurant are substantially similar or related to the products or services being offered by you at your existing business that you operate at the Location.

____ The Restaurant is to be operated at the Location, which is the same business location as your existing business.

____ We and you anticipate, in good faith, as of the date of this Agreement, that your sales resulting from our relationship with you will not represent more than twenty percent (20%) of your total sales in dollar volume from the Location on an annual basis

____ You are not controlled by us.

By initialing the five (5) 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 A

Chester's Payment Authorization Form
(Effective Upon Execution)

Authorization Given For Each of The Following:
Marketing Support Fees
LTO (Limited Time Offering) Materials and Products
POS Technology Fee
In-Store Inspection Survey Failure Re-Visits
Re-Trainings Conducted by a Chester's Representative
Post Term Obligation Fee
Re-Orders of Equipment, Equipment Parts, Graphics, and Uniforms through Chester's International, LLC

Payment Type (Please select one below):

 OPTION 1 – ACH BANK DRAFT

Bank Name _____ (attach voided check for verification)

Routing Number _____ Account Number _____

 OPTION 2 – CREDIT CARD (3.5% FEE ON ALL CREDIT CARD CHARGES)

 Visa

 Mastercard

 American Express

 Discover

Card Number _____

Exp. Date _____

Name on Card _____

Card Holders Signature _____

Card Billing Address: _____

AUTHORIZATION

I hereby authorize the payment method indicated above for the items listed in this Exhibit A for my Chester's Restaurant location:

Licensee (PRINT): _____

Signature: _____ Date: _____

Licensee hereby authorizes Chester's International, LLC or a third party designated by Chester's International LLC to charge the designated credit card and/or Licensee hereby authorizes Chester's to initiate debit entries to the Account indicated above at the bank or other financial institution named above and to debit the same to such account. Licensee acknowledges that the origination of the ACH transactions to the Account must comply with the provisions of U.S. Law.

EXHIBIT C

TABLES OF CONTENTS OF MANUALS

CHESTER'S OPERATIONS MANUAL

Table of Contents

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

Operations Forms Included:

Temperature Log Breakfast and Lunch – 2 pages

Manager's Walk Checklist – 1 page

Opening and Closing Checklist – 1 page

Store Excellence Visit Guide – 19 pages

EXHIBIT D

FINANCIAL STATEMENTS

CHESTER'S INTERNATIONAL, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022



www.warrenaverett.com

The report accompanying this deliverable was issued
by Warren Averett, LLC.

CHESTER'S INTERNATIONAL, LLC
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DECEMBER 31, 2023 AND 2022

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INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the accompanying financial statements of Chester's International, LLC (an Alabama limited liability company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

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, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audits 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 Chester's International, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Chester's International, LLC's ability to continue as a going concern for a reasonable period of time.

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

Warren Averett, LLC

Birmingham, Alabama
April 4, 2024

CHESTER'S INTERNATIONAL, LLC
BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

ASSETS		
	2023	2022
CURRENT ASSETS		
Cash	\$ 2,515,674	\$ 2,392,340
Accounts receivable, net of allowance for doubtful accounts	5,299,346	3,735,366
Due from related parties	1,117,539	684,044
Inventories, net	1,247,308	1,130,712
Prepaid expenses	49,815	101,200
Total current assets	<u>10,229,682</u>	<u>8,043,662</u>
PROPERTY AND EQUIPMENT, NET	878,650	148,788
OPERATING LEASE RIGHT-OF-USE ASSETS, NET	1,820,812	1,304,672
GOODWILL, NET	1,613,657	1,936,388
INTANGIBLE ASSETS, NET	<u>30,523</u>	<u>52,666</u>
TOTAL ASSETS	<u><u>\$ 14,573,324</u></u>	<u><u>\$ 11,486,176</u></u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Current maturities of long-term debt	\$ 1,628,607	\$ 1,809,133
Accounts payable	2,904,502	719,790
Accrued liabilities	1,285,555	1,365,243
Customer deposits	609,822	533,879
Current portion of operating lease liability	181,240	398,805
Unearned franchise fees	<u>136,500</u>	<u>224,900</u>
Total current liabilities	<u>6,746,226</u>	<u>5,051,750</u>
LONG-TERM LIABILITIES		
Operating lease liabilities, less current portion	1,842,053	905,867
Long-term debt	<u>1,123,700</u>	<u>1,429,725</u>
Total long-term liabilities	<u>2,965,753</u>	<u>2,335,592</u>
TOTAL LIABILITIES	<u>9,711,979</u>	<u>7,387,342</u>
MEMBERS' EQUITY	<u>4,861,345</u>	<u>4,098,834</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u><u>\$ 14,573,324</u></u>	<u><u>\$ 11,486,176</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
SALES	\$ 51,619,527	\$ 46,103,618
COST OF SALES	<u>33,882,255</u>	<u>29,397,777</u>
GROSS PROFIT	17,737,272	16,705,841
SELLING AND ADMINISTRATIVE EXPENSES	<u>15,132,464</u>	<u>13,944,251</u>
OPERATING INCOME	<u>2,604,808</u>	<u>2,761,590</u>
OTHER INCOME (EXPENSE)		
Interest income	20,370	125
Other income	96,706	93,840
Interest expense	<u>(139,101)</u>	<u>(162,422)</u>
Total other expense	<u>(22,025)</u>	<u>(68,457)</u>
NET INCOME	<u>2,582,783</u>	<u>2,693,133</u>
MEMBERS' EQUITY AT BEGINNING OF YEAR	4,098,834	2,237,015
DISTRIBUTIONS	<u>(1,820,272)</u>	<u>(831,314)</u>
MEMBERS' EQUITY AT END OF YEAR	<u><u>\$ 4,861,345</u></u>	<u><u>\$ 4,098,834</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 2,582,783	\$ 2,693,133
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss on disposal of fixed assets	-	12,167
Amortization and depreciation	462,783	503,875
Amortization of operating lease right-of-use assets	387,265	390,480
Changes in operating assets and liabilities:		
Accounts receivable	(1,563,980)	(86,568)
Due from related parties	(433,495)	(592,834)
Inventories	(116,596)	(155,319)
Prepaid expenses	51,385	(8,823)
Accounts payable	2,184,712	(161,039)
Accrued liabilities	(79,688)	182,979
Customer deposits	75,943	(310,912)
Operating lease liabilities	(364,784)	(390,480)
Unearned franchise fees	(88,400)	(30,600)
Net cash provided by operating activities:	<u>3,097,928</u>	<u>2,046,059</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of equipment	(360,666)	(82,235)
Purchases of intangibles	(68,566)	(181,396)
Net cash used in investing activities	<u>(429,232)</u>	<u>(263,631)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long-term debt	(725,090)	(569,456)
Proceeds from long-term debt	-	161,250
Distribution to members	(1,820,272)	(831,314)
Net cash used in financing activities	<u>(2,545,362)</u>	<u>(1,239,520)</u>
INCREASE IN CASH	123,334	542,908
CASH AT BEGINNING OF YEAR	<u>2,392,340</u>	<u>1,849,432</u>
CASH AT END OF YEAR	<u><u>\$ 2,515,674</u></u>	<u><u>\$ 2,392,340</u></u>
SUPPLEMENTARY DISCLOSURE OF CASH FLOWS INFORMATION:		
Cash paid during the year for interest	<u><u>\$ 139,101</u></u>	<u><u>\$ 162,422</u></u>
Decrease to operating lease right-of-use assets due to contract terminations	<u><u>\$ 846,599</u></u>	<u><u>\$ -</u></u>
Additions to operating lease right-of-use assets obtained from operating lease liabilities	<u><u>\$ 1,930,004</u></u>	<u><u>\$ 1,695,152</u></u>
Reduction of operating lease right-of-use assets for tenant improvements	<u><u>\$ 180,000</u></u>	<u><u>\$ -</u></u>
Noncash activity:		
Assets acquired by assuming liabilities	<u><u>\$ 238,539</u></u>	<u><u>\$ -</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

1. NATURE OF OPERATIONS

Description of Business

Chester's International, LLC (the Company) is an Alabama limited liability company formed to distribute food products and supplies. The Company also franchises quick-serve chicken and sides restaurants under the "Chester's" concept.

Franchise Operations

The Company executes store-level franchise agreements, which set out the terms of the arrangement with the franchisees for units operated by third parties. The Company's franchise agreements typically require the franchisee to pay an initial, non-refundable fee upon an individual store opening. Subject to Company approval, a franchisee may generally renew the franchise agreement upon its expiration. There were 1,002 franchises in operation at December 31, 2023 (1,081 at December 31, 2022). There were no franchisor-owned outlets in operation at December 31, 2023 and 2022.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Financial Statement Presentation

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

Cash

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable

Accounts receivable primarily consist of trade receivables from customers and are stated at the amount the Company expects to collect, net of allowance. The Company 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. 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. As of December 31, 2023 and 2022, the Company has recorded an allowance for credit losses of \$46,653 and \$37,635, respectively.

Inventories

Inventories, which consist of goods held for resale, are stated at the lower of first-in, first-out (FIFO) cost or net realizable value. Inventories consist of equipment, ingredients and supplies available for sale to customers. At December 31, 2023 and 2022, the Company had an inventory reserve of \$50,140, respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

Property and Equipment

Property and equipment are stated at cost. Additions and improvements to property and equipment are capitalized at cost, while maintenance and repairs are charged to operations when incurred. Depreciation is computed under the straight-line method over the following estimated useful lives:

<u>Item</u>	<u>Estimated Useful Life</u>
Furniture and equipment	5 – 7 years
Vehicles	5 years

Leasehold improvements are generally amortized on a straight-line basis over the lesser of the lease term or the estimated useful life of the asset.

Leases

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification 9ASC) Topic 842, Leases, at lease commencement, the Company initially measures the lease liability at the present value of payments expected to be made during the lease term. The right-of-use lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs.

Key estimates and judgments related to leases include how the Company determines: (1) the discount rate used to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Company uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Company generally uses the risk free interest rate as the discount rate for leases. The lease term includes the noncancellable period of the lease, as well as expected renewal terms. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

The Company monitors changes in circumstances that would require a remeasurement of its leases and will remeasure right-of-use lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of any lease liability.

Goodwill

The Company has adopted the accounting alternative that permits nonpublic entities to elect to amortize goodwill on a straight-line basis over ten years. Goodwill is assigned to specific reporting units and is reviewed for possible impairment annually or more frequently if events or circumstances indicated that a reporting unit's carrying amount is greater than its fair value. An impairment loss is recognized to the extent the carrying amount of goodwill exceeds its estimated fair value. There were no impairment charges recorded in years 2023 or 2022.

Unearned Franchise Fees

Unearned franchise fees consists of initial franchise fees as a result of an individual franchise location sale to third parties and is recognized upon opening of the franchise.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

Revenue Recognition

The Company generates revenue primarily from the distribution and sale of food and related products to its customers. The Company recognizes revenue when the performance obligation is satisfied, which primarily occurs at a point when goods or services have been delivered. The timing of satisfaction of the performance obligation is not subject to significant judgment. Revenue is measured as the amount of consideration the Company expects to be entitled to receive in exchange for those goods or services.

Sales tax collected from customers is not included in revenue, but rather recorded as a liability due to the respective taxing authorities.

On January 28, 2021, the FASB issued Accounting Standards Update (ASU) 2021-02, *Franchisors—revenue from Contracts with Customers*, which allows a nonpublic company franchisor to use a practical expedient when identifying performance obligations in its contracts with customers. The practical expedient allows the private company franchisor to treat certain preopening services that are provided to the franchisees as distinct from the franchise license. The preopening services are as follows: (a) training of the franchisee's personnel or the franchisee and preparation (b) advise on operations, new developments, techniques and improvements in restaurant management, food preparation, sales promotion and service. The Company has applied the practical expedient retrospectively to all periods presented.

Franchise agreements typically require an upfront franchise fee paid upon opening of a store. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective. The Company has determined that the services provided in exchange for upfront franchise fees, which primarily relate to pre-opening support, are distinct from the ongoing services provided to franchisees. Additionally, under ASU 2021-02, upfront franchise fees are recognized upon opening of the franchise. Franchise fees for the years ended December 31, 2023 and 2022 was \$286,274 and \$254,500, respectively, and is included in sales in the accompanying statements of income and members' equity.

The following table includes the impact on the Company's statements of income and members' equity for the retrospective adoption of ASU 2021-02 during the year ended December 31, 2022:

	As Previously Reported	Increase (Decrease)	As Restated
Sales	\$ 46,083,674	\$ 19,944	\$ 46,103,618

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

The following table includes the impact on the Company's balance sheet as of December 31, 2022, for the retrospective adoption of ASU 2021-02:

	As Previously Reported	Increase (Decrease)	As Restated
Unearned franchise fees	\$ 469,150	\$ (244,250)	\$ 224,900
Members' equity at December 31, 2022	3,854,584	244,250	4,098,834
Members' equity at December 31, 2021	2,012,709	224,306	2,237,015

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection and delivery of products to customers and are included in selling and administrative expenses in the statements of income.

Advertising Costs

Advertising costs are charged to operations when incurred. Advertising expense for the years ended December 31, 2023 and 2022 was \$165,180 and \$278,273, respectively.

Income Taxes

The Company is a limited liability company for federal income tax purposes and has elected under Section 701 of the Internal Revenue Code (IRC) to have its income or loss taxed directly to the members. Accordingly, no income tax provision is required.

The Company assesses its uncertain tax positions for the likelihood that they would be overturned upon Internal Revenue Service (IRS) examination or upon examination by state taxing authorities. The Company has assessed its uncertain tax positions and determined that it does not have any positions at December 31, 2023 and 2022, that it would be unable to substantiate. The Company has filed tax returns through 2022.

Recently Adopted Accounting Guidance

In June 2016, the FASB issued guidance ASC 326, *Current Expected Credit Loss Standard* (CECL), which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 were trade accounts receivable. The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements.

Subsequent Events

For the year ended December 31, 2023, the Company has evaluated subsequent events for potential recognition and disclosure through April 4, 2024, the date at which the financial statements were available to be issued.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

3. PROPERTY AND EQUIPMENT

At December 31, property and equipment consists of the following:

	<u>2023</u>	<u>2022</u>
Furniture and equipment	\$ 533,910	\$ 521,401
Leasehold Improvements	214,927	34,927
Vehicles	53,165	53,165
Construction-in-progress	<u>478,828</u>	<u>-</u>
	1,280,830	609,493
Less accumulated depreciation	<u>(402,180)</u>	<u>(460,705)</u>
	<u><u>\$ 878,650</u></u>	<u><u>\$ 148,788</u></u>

Depreciation expense for the years ended December 31, 2023 and 2022 was \$49,343 and \$35,746, respective.

4. GOODWILL

At December 31, changes in the carrying amount of goodwill consist of the following:

	<u>2023</u>	<u>2022</u>
Goodwill	\$ 3,227,314	\$ 3,227,314
Less accumulated amortization	<u>(1,613,657)</u>	<u>(1,290,926)</u>
	<u><u>\$ 1,613,657</u></u>	<u><u>\$ 1,936,388</u></u>

Future projected amortization of goodwill are summarized as follows:

For the Years Ending December 31,

2024	\$ 322,731
2025	322,731
2026	322,731
2027	322,731
2028	<u>322,733</u>
	<u><u>\$ 1,613,657</u></u>

Amortization expense for both years ended December 31, 2023 and 2022 was \$322,731 and \$322,732, respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

5. INTANGIBLE ASETS

Copyrights and patents are amortized using estimated useful lives ranging from 15 to 20 years. Non-compete agreements are amortized over the term of the agreement 24 months or 36 months.

At December 31, amortization expense consists of the following:

	<u>2023</u>	<u>2021</u>
Copyrights and patents	\$ 757,647	\$ 757,647
Non-compete agreements	1,737,037	1,668,471
Less accumulated amortization	<u>(2,464,161)</u>	<u>(2,373,452)</u>
	<u><u>\$ 30,523</u></u>	<u><u>\$ 52,666</u></u>

Amortization expense for years ended December 31, 2023 and 2022 was \$90,709 and \$145,397, respectively.

6. LONG-TERM DEBT

The Company has a credit agreement (the Agreement), as amended, with a financial institution and has the following outstanding debt:

	<u>2023</u>	<u>2022</u>
Term loan – interest is payable at 7.25%.		
The note matures in December 2028, collateralized by certain business assets	\$ 1,084,858	\$ 1,428,264
Term loan – interest is payable at 4.5%.		
Matures in October 2024, collateralized by certain business assets	1,428,910	1,650,177
Tenant improvement loan – interest is payable at 8.25%.		
Matures in October 2028, collateralized by certain business assets	238,539	-
Non-revolving line of credit – repaid in June 2023	<u>-</u>	<u>160,417</u>
	2,752,307	3,238,858
Less current maturities	<u>1,628,607</u>	<u>1,809,133</u>
	<u><u>\$ 1,123,700</u></u>	<u><u>\$ 1,429,725</u></u>

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

Maturities of long-term debt are as follows:

2024	\$ 1,628,607
2025	250,475
2026	270,041
2027	291,143
2028	<u>312,041</u>
	<u>\$ 2,752,307</u>

The Agreement includes a revolving loan for maximum borrowings up to \$1,000,000 that matures December 31, 2024. Interest is calculated at the greater of 5% or Prime rate (8.5% and 7.5% at December 31, 2023 and 2022, respectively) and secured by essentially all business assets. There were no amounts outstanding under the revolving loan as of December 31, 2023 and 2022. The revolving loan matures on December 31, 2024.

As part of the Agreement, the Company is required to comply with financial and nonfinancial covenants. Management believes it was in compliance with all covenants as of December 31, 2022. The Company was not in compliance with certain financial covenants for the year ended December 31, 2023. Subsequent to year-end, the bank granted a waiver for the noncompliance.

7. LEASES

The Company leases its administrative and warehouse facilities under noncancelable operating lease agreements having terms in excess of one year expiring through 2034.

The following summarizes the weighted average remaining lease term and discount rate as of December 31, 2023 and 2022:

Weighted Average Remaining Lease Term	9.71 years	3.86 years
Weighted Average Discount Rate	8.32%	2.32%

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

Future maturities of lease liabilities as of December 31, 2023, were as follows:

For the Years Ending December 31,

2023	\$ 341,200
2024	271,568
2025	276,700
2026	277,128
2027	286,537
Thereafter	<u>1,549,461</u>
	3,002,594
Less interest	<u>979,301</u>
Present value of lease liabilities	<u><u>\$ 2,023,293</u></u>

For the year ended December 31, 2023 and 2022, the operating lease expense included in the statements of income and members' equity in selling and administrative expenses was \$577,398 and \$423,792, respectively.

8. COMMITMENTS AND CONTENGICES

Purchase Commitments

The Company periodically enters into purchase commitments to purchase certain products in the normal course of business. Management believes that the commitments in excess of future requirements, if any, will not have a material impact on the Company's financial condition or results of operations.

Employment Agreements

The Company has employment agreements with certain employees. These agreements provide for a base salary level, as well as incentive bonuses based on the Company's annual income, and certain other benefits, including severance packages. All amounts incurred by the Company related to these agreements have been properly accrued at December 31, 2023 and 2022.

Legal Matters

From time-to-time, the Company is subject to various legal claims arising in the normal course of business. Based on the information currently available, it is the opinion of management that the ultimate resolution of pending and threatened legal proceedings will not have a material adverse effect on the Company's financial position or its results of operations.

Risk Management

The Company is exposed to risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; material disasters; and product liability. The Company carries commercial insurance for risks of loss.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

9. RETIREMENT PLAN

The Company offers retirement benefits covering certain employees under the shared services agreement with a related party. The Company matches employees' contributions based on a percentage of salary contributed by participants. The Company matching contributions are fully vested at the time of the match. The Company made contributions to the plan of \$42,828 and \$25,611 during 2023 and 2022, respectively.

10. CONCENTRATIONS

Approximately 50% of sales were to one third-party distributor during 2023 and 2022, respectively. Approximately 19% and 20% of costs from suppliers were from one related party supplier during 2023 and 2022, respectively. One customer accounted for approximately 64% and 60% of accounts receivable at December 31, 2023 and 2022, respectively.

11. RELATED PARTY TRANSACTIONS

The Company enters into a number of transactions with certain entities with common ownership and other related parties. The following table summarizes the transactions:

	2023	2022
Purchase of inventory and other goods	\$ 8,384,518	\$ 8,682,339
Sales of inventory and other goods	\$ 1,079	\$ 8,669
Rental expense	\$ 390,679	\$ 1,143,300

At December 31, the balances from and to related parties consist of the following:

	2023	2022
Related party receivables	\$ 1,117,539	\$ 684,044
Related party payables (included in accounts payable)	\$ 686,208	\$ 68,678

The above terms and amounts are not necessarily indicative of the terms and amounts that would have been incurred had comparable transactions been entered into with independent parties.

The Company has guaranteed the loans of four entities under common ownership. The entities under common ownership has total assets and liabilities of approximately \$7,926,000 and \$7,806,000 and \$5,278,000 and \$7,196,000 as of December 31, 2023 and 2022, respectively.

CHESTER'S INTERNATIONAL, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

CHESTER'S INTERNATIONAL, LLC
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DECEMBER 31, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the accompanying financial statements of Chester's International, LLC (an Alabama limited liability company), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

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, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audits 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 Chester's International, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Chester's International, LLC's ability to continue as a going concern for a reasonable period of time.

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

Warren Overett, LLC

Birmingham, Alabama
March 30, 2023

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

ASSETS		
	2022	2021
CURRENT ASSETS		
Cash	\$ 2,392,340	\$ 1,849,432
Accounts receivable, net of allowance for doubtful accounts	3,735,366	3,648,798
Due from related parties	684,044	91,210
Inventories, net	1,130,712	975,393
Prepaid expenses	101,200	92,377
Total current assets	<u>8,043,662</u>	<u>6,657,210</u>
PROPERTY AND EQUIPMENT, NET	148,788	114,466
OPERATING LEASE RIGHT-OF-USE ASSETS, NET	1,304,672	-
GOODWILL, NET	1,936,388	2,259,120
INTANGIBLE ASSETS, NET	<u>52,666</u>	<u>16,667</u>
TOTAL ASSETS	<u><u>\$ 11,486,176</u></u>	<u><u>\$ 9,047,463</u></u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Current maturities of long-term debt	\$ 1,809,133	\$ 438,187
Accounts payable	719,790	880,829
Accrued liabilities	1,365,243	1,182,264
Customer deposits	533,879	844,791
Current portion of operating lease liability	398,805	-
Current portion of deferred revenue	242,400	204,896
Total current liabilities	<u>5,069,250</u>	<u>3,550,967</u>
LONG-TERM LIABILITIES		
Operating lease liabilities, less current portion	905,867	-
Deferred revenue	226,750	274,910
Long-term debt	1,429,725	3,208,877
Total long-term liabilities	<u>2,562,342</u>	<u>3,483,787</u>
TOTAL LIABILITIES	<u>7,631,592</u>	<u>7,034,754</u>
MEMBERS' EQUITY	<u>3,854,584</u>	<u>2,012,709</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u><u>\$ 11,486,176</u></u>	<u><u>\$ 9,047,463</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
SALES	\$ 45,849,118	\$ 39,929,361
COST OF SALES	<u>29,397,777</u>	<u>24,912,045</u>
GROSS PROFIT	16,451,341	15,017,316
SELLING AND ADMINISTRATIVE EXPENSES	<u>13,944,251</u>	<u>13,658,942</u>
OPERATING INCOME	<u>2,507,090</u>	<u>1,358,374</u>
OTHER INCOME (EXPENSE)		
Franchise fees	234,556	232,066
Interest income	125	433
Other (expense) income	93,840	(24,261)
Interest expense	<u>(162,422)</u>	<u>(189,533)</u>
Total other income	<u>166,099</u>	<u>18,705</u>
NET INCOME	<u><u>\$ 2,673,189</u></u>	<u><u>\$ 1,377,079</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

MEMBERS' EQUITY AT DECEMBER 31, 2020	\$ 1,450,396
Net income	1,377,079
Distributions	<u>(814,766)</u>
MEMBERS' EQUITY AT DECEMBER 31, 2021	2,012,709
Net income	2,673,189
Distributions	<u>(831,314)</u>
MEMBERS' EQUITY AT DECEMBER 31, 2022	<u><u>\$ 3,854,584</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 2,673,189	\$ 1,377,079
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss on disposal of fixed assets	12,167	-
Amortization and depreciation	503,875	371,601
Amortization of operating lease right-of-use assets	390,480	-
Changes in operating assets and liabilities:		
Accounts receivable	(86,568)	468,282
Due from related parties	(592,834)	(13,880)
Inventories	(155,319)	(331,813)
Prepaid expenses	(8,823)	15,202
Accounts payable	(161,039)	(364,144)
Accrued liabilities	182,979	(142,568)
Customer deposits	(310,912)	568,070
Operating lease liabilities	(390,480)	-
Deferred revenue	(10,656)	(7,566)
Net cash provided by operating activities:	<u>2,046,059</u>	<u>1,940,263</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of equipment	(82,235)	(12,799)
Purchases of intangibles	(181,396)	-
Net cash used in investing activities	<u>(263,631)</u>	<u>(12,799)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long-term debt	(569,456)	(511,684)
Proceeds from long-term debt	161,250	-
Distribution to members	(831,314)	(814,766)
Net cash used in financing activities	<u>(1,239,520)</u>	<u>(1,326,450)</u>
INCREASE IN CASH	542,908	601,014
CASH AT BEGINNING OF YEAR	<u>1,849,432</u>	<u>1,248,418</u>
CASH AT END OF YEAR	<u><u>\$ 2,392,340</u></u>	<u><u>\$ 1,849,432</u></u>
SUPPLEMENTARY DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 162,422</u>	<u>\$ 189,533</u>
Additions to operating lease right-of-use assets obtained from operating lease liabilities	<u><u>\$ 1,695,152</u></u>	<u><u>\$ -</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

1. NATURE OF OPERATIONS

Description of Business

Chester's International, LLC (the Company) is an Alabama limited liability company formed to distribute food products and supplies. The Company also franchises quick-serve chicken and sides restaurants under the "Chester's" concept.

Franchise Operations

The Company executes store-level franchise agreements, which set out the terms of the arrangement with the franchisees for units operated by third parties. The Company's franchise agreements typically require the franchisee to pay an initial, non-refundable fee upon an individual store opening. Subject to Company approval, a franchisee may generally renew the franchise agreement upon its expiration. There were 1,081 franchises in operation at December 31, 2022 (1,071 at December 31, 2021). There were no franchisor-owned outlets in operation at December 31, 2022 and 2021.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Financial Statement Presentation

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

Cash

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable

Accounts receivable primarily consist of trade receivables from customers and are stated at the amount the Company expects to collect, net of allowance. The Company 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. 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. As of December 31, 2022 and 2021, the Company has recorded an allowance for doubtful accounts of \$37,635 and \$33,500, respectively.

Inventories

Inventories, which consist of goods held for resale, are stated at the lower of first-in, first-out (FIFO) cost or net realizable value. Inventories consist of equipment, ingredients and supplies available for sale to customers. At December 31, 2022 and 2021, the Company had an inventory reserve of \$50,140 and \$110,546, respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Property and Equipment

Property and equipment are stated at cost. Additions and improvements to property and equipment are capitalized at cost, while maintenance and repairs are charged to operations when incurred. Depreciation is computed under the straight-line method over the following estimated useful lives:

<u>Item</u>	<u>Estimated Useful Life</u>
Furniture and equipment	5 – 7 years
Vehicles	5 years

Leasehold improvements are generally amortized on a straight-line basis over the lesser of the lease term or the estimated useful life of the asset.

Leases

Effective January 1, 2022, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 842, *Leases* ("Topic 842"). Under Topic 842, a lessee is required to recognize a lease liability and a right-to-use lease asset on the balance sheets. Upon adoption of the new guidance, the Company recognized right-to-use lease assets and lease liabilities of \$1,695,152. There was no cumulative effect adjustment to the Company's retained earnings as a result of the adoption of this standard.

In connection with the adoption of Topic 842, the Company elected to apply the following practical expedients:

- not to reassess whether a contract includes an embedded lease at adoption;
- not to reassess the previously determined classification of a lease as operating or capital;
- election of an accounting policy to exclude lease accounting requirements for leases that have terms of less than 12 months; and
- the use of hindsight in determining the lease term and in assessing impairment of right-of-use assets.

In accordance with Topic 842, at lease commencement, the Company initially measures the lease liability at the present value of payments expected to be made during the lease term. The right-to-use lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Key estimates and judgments related to leases include how the Company determines: (1) the discount rate used to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Company uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Company generally uses the risk free interest rate as the discount rate for leases. The lease term includes the noncancellable period of the lease, as well as expected renewal terms. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

The Company monitors changes in circumstances that would require a remeasurement of its leases and will remeasure right-to-use lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of any lease liability.

Goodwill

The Company has adopted the accounting alternative that permits nonpublic entities to elect to amortize goodwill on a straight-line basis over ten years. Goodwill is assigned to specific reporting units and is reviewed for possible impairment annually or more frequently if events or circumstances indicated that a reporting unit's carrying amount is greater than its fair value. An impairment loss is recognized to the extent the carrying amount of goodwill exceeds its estimated fair value. There were no impairment charges recorded in years 2022 or 2021.

Deferred Revenue

Deferred revenue primarily consists of initial franchise fees as a result of an individual franchise location sale to third parties and is recognized over the period of the franchise agreement.

The following table includes estimated revenue expected to be recognized in the future related to the performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2022:

2023	\$	242,400
2024		118,430
2025		76,610
2026		31,710
		<u> </u>
	\$	<u>469,150</u>

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Revenue Recognition

The Company generates revenue primarily from the distribution and sale of food and related products to its customers. The Company recognizes revenue when the performance obligation is satisfied, which primarily occurs at a point when goods or services have been delivered. The timing of satisfaction of the performance obligation is not subject to significant judgment. Revenue is measured as the amount of consideration the Company expects to be entitled to receive in exchange for those goods or services.

Franchise agreements typically require an upfront franchise fee paid upon opening of a store. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective. The Company has determined that the services provided in exchange for upfront franchise fees, which primarily relate to pre-opening support, are highly interrelated with the franchise right and are not individually distinct from the ongoing services provided to franchisees. As a result, upfront franchise fees are recognized as revenue over the term of each respective franchise agreement. Revenues for these upfront franchise fees are recognized on a straight-line basis, which is consistent with the franchisee's right to use and benefit from the intellectual property which is generally five years.

Sales tax collected from customers is not included in revenue, but rather recorded as a liability due to the respective taxing authorities.

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection and delivery of products to customers and are included in selling and administrative expenses in the statements of income.

Advertising Costs

Advertising costs are charged to operations when incurred. Advertising expense for the years ended December 31, 2022 and 2021 was \$278,273 and \$158,194, respectively.

Income Taxes

The Company is a limited liability company for federal income tax purposes and has elected under Section 701 of the Internal Revenue Code (IRC) to have its income or loss taxed directly to the members. Accordingly, no income tax provision is required.

The Company assesses its uncertain tax positions for the likelihood that they would be overturned upon Internal Revenue Service (IRS) examination or upon examination by state taxing authorities. The Company has assessed its uncertain tax positions and determined that it does not have any positions at December 31, 2022 and 2021, that it would be unable to substantiate. The Company has filed tax returns through 2021.

Subsequent Events

For the year ended December 31, 2022, the Company has evaluated subsequent events for potential recognition and disclosure through March 30, 2023, the date at which the financial statements were available to be issued.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

3. PROPERTY AND EQUIPMENT

At December 31, property and equipment consists of the following:

	<u>2022</u>	<u>2021</u>
Furniture and equipment	\$ 521,401	\$ 439,166
Leasehold Improvements	34,927	34,927
Vehicles	53,165	53,165
Construction-in-progress	<u>-</u>	<u>12,167</u>
	609,493	539,425
Less accumulated depreciation	<u>(460,705)</u>	<u>(424,959)</u>
	<u><u>\$ 148,788</u></u>	<u><u>\$ 114,466</u></u>

Depreciation expense for the years ended December 31, 2022 and 2021 was \$35,746 and \$23,869, respective.

4. GOODWILL

At December 31, changes in the carrying amount of goodwill consist of the following:

	<u>2022</u>	<u>2021</u>
Goodwill	\$ 3,227,314	\$ 3,227,314
Less accumulated amortization	<u>(1,290,926)</u>	<u>(968,194)</u>
	<u><u>\$ 1,936,388</u></u>	<u><u>\$ 2,259,120</u></u>

Future projected amortization of goodwill are summarized as follows:

<u>For the Years Ending December 31,</u>		
2022	\$	322,731
2023		322,731
2024		322,731
2025		322,731
2026		322,731
Thereafter		<u>322,733</u>
	<u>\$</u>	<u><u>1,936,388</u></u>

Amortization expense for both years ended December 31, 2022 and 2021 was \$322,732 respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

5. INTANGIBLE ASETS

Copyrights and patents are amortized using estimated useful lives ranging from 15 – 20 years. Non-compete agreements are amortized over the term of the agreement 24 months or 36 months.

At December 31, amortization expense consists of the following:

	<u>2022</u>	<u>2021</u>
Copyrights and patents	\$ 757,647	\$ 757,647
Non-compete agreements	1,668,471	1,487,075
Less accumulated amortization	<u>(2,373,452)</u>	<u>(2,228,055)</u>
	<u><u>\$ 52,666</u></u>	<u><u>\$ 16,667</u></u>

Amortization expense for years ended December 31, 2022 and 2021 was \$145,397 and \$25,000, respectively.

6. LONG-TERM DEBT

The Company has a credit agreement (the Agreement), as amended, with a financial institution and has the following outstanding debt:

	<u>2022</u>	<u>2021</u>
Term loan – interest is payable at 5%. The note matures in December 2023, collateralized by certain business assets	\$ 1,428,264	\$ 1,785,467
Term loan – interest is payable at 4.5%. Matures in October 2024, collateralized by certain business assets	1,650,177	1,861,597
Non-revolving line of credit – interest is payable at 5%. Matures in June 2023, collateralized by certain business assets	<u>160,417</u>	<u>-</u>
	3,238,858	3,647,064
Less current maturities	<u>1,809,133</u>	<u>438,187</u>
	<u><u>\$ 1,429,725</u></u>	<u><u>\$ 3,208,877</u></u>

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

6. LONG-TERM DEBT – CONTINUED

Maturities of long-term debt are as follows:

2023	\$ 1,809,133
2024	<u>1,429,725</u>
	<u>\$ 3,238,858</u>

The Agreement includes a revolving loan for maximum borrowings up to \$1,000,000 that matures December 31, 2024. Interest is calculated at the greater of 5% or Prime rate (7.5% and 3.25% at December 31, 2022 and 2021, respectively) and secured by essentially all business assets. There were no amounts outstanding under the revolving loan as of December 31, 2022 and 2021.

As part of the Agreement, the Company is required to comply with financial and nonfinancial covenants. Management believes it was in compliance with all covenants as of December 31, 2022 and 2021.

7. LEASES

The Company leases its administrative and warehouse facilities under noncancelable operating lease agreements having terms in excess of one year expiring through 2027.

The following summarizes the weighted average remaining lease term and discount rate as of December 31, 2022:

Weighted Average Remaining Lease Term	3.86 years
Weighted Average Discount Rate	2.32%

Future maturities of lease liabilities as of December 31, 2022, were as follows:

For the Years Ending December 31,

2023	\$ 423,792
2024	343,896
2025	264,000
2026	264,000
2027	<u>66,000</u>
	1,361,688
Less interest	<u>57,016</u>
Present value of lease liabilities	<u>\$ 1,304,672</u>

For the year ended December 31, 2022, the operating lease expense included in the statements of income in selling and administrative expenses was \$423,792.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

8. COMMITMENTS AND CONTENGICES

Purchase Commitments

The Company periodically enters into purchase commitments to purchase certain products in the normal course of business. Management believes that the commitments in excess of future requirements, if any, will not have a material impact on the Company's financial condition or results of operations.

Employment Agreements

The Company has employment agreements with certain employees. These agreements provide for a base salary level, as well as incentive bonuses based on the Company's annual income, and certain other benefits, including severance packages. All amounts incurred by the Company related to these agreements have been properly accrued at December 31, 2022 and 2021.

Legal Matters

From time-to-time, the Company is subject to various legal claims arising in the normal course of business. Based on the information currently available, it is the opinion of management that the ultimate resolution of pending and threatened legal proceedings will not have a material adverse effect on the Company's financial position or its results of operations.

Risk Management

The Company is exposed to risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; material disasters; and product liability. The Company carries commercial insurance for risks of loss.

9. RETIREMENT PLAN

The Company offers retirement benefits covering certain employees under the shared services agreement with a related party. The Company matches employees' contributions based on a percentage of salary contributed by participants. The Company matching contributions are fully vested at the time of the match. The Company made contributions to the plan of \$25,611 and \$28,197 during 2022 and 2021, respectively.

10. CONCENTRATIONS

Approximately 50% and 52% of sales were to one third-party distributor during 2022 and 2021, respectively. Approximately 20% and 23% of costs from suppliers were from one related party supplier during 2022 and 2021, respectively. One customer accounted for approximately 60% and 68% of accounts receivable at December 31, 2022 and 2021, respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

10. RELATED PARTY TRANSACTIONS

The Company enters into a number of transactions with certain entities with common ownership and other related parties. The following table summarizes the transactions:

	<u>2022</u>	<u>2021</u>
Purchase of inventory and other goods	<u>\$ 8,682,339</u>	<u>\$ 7,810,517</u>
Sales of inventory and other goods	<u>\$ 8,669</u>	<u>\$ 285,247</u>
Shared services – personnel cost	<u>\$ 4,802,113</u>	<u>\$ 4,366,983</u>
Rental expense	<u>\$ 264,000</u>	<u>\$ 1,143,300</u>

At December 31, the balances from and to related parties consist of the following:

	<u>2022</u>	<u>2021</u>
Related party receivables	<u>\$ 684,044</u>	<u>\$ 91,210</u>
Related party payables (included in accounts payable)	<u>\$ 68,678</u>	<u>\$ 35,619</u>

The above terms and amounts are not necessarily indicative of the terms and amounts that would have been incurred had comparable transactions been entered into with independent parties.

The Company has guaranteed the loans of four entities under common ownership. The entities under common ownership has total assets and liabilities of approximately \$7,806,000 and \$5,436,000 and \$7,196,000 and \$4,864,000 as of December 31, 2022 and 2021, respectively.

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, 2023 Chester's Restaurants

Account Name	Primary Contact	Street	City	State	ZIP/Postal Code	Main Phone	Category Type
Karmaal, LLC dba Creola Raceway	Gopal Patel	10033 US Hwy 43N	Creola	AL	36525	205-739-9000	C Store
Wadsworth Grocery	Sunny Patel	2801 Hwy 143	Deatsville	AL	36022	(334) 569-1618	C Store
DM1 Corporation dba Raceway Demopolis	Dhruv Malhotra	705 US-80	Demopolis	AL	36732	224-501-6785	C Store
Love's Travel Stop & Country Store 773_Eutaw_AL	Nick Bouse	7561 Mesopotamia St.	Eutaw	AL	35462	(800) 388-0983 ext.6674	Travel Center
Hero 101, LLC dba Raceway Foley	Ritesh Patel	16161 Foley Beach Express	Foley	AL	36535	251-300-9099	C Store
Love's Country Store 718_Hope Hull_AL	Nick Bouse	1127 Tyson Rd	Hope Hull	AL	36043	(800) 388-0983 ext.6674	Travel Center
Capitol Heights Mini Mart	Raj Patel	1705 Upper Wetumpka Rd	Montgomery	AL	36107	334-328-1928	C Store
JaiSai 2015 Inc dba Marathon Food Mart	Yamal Bhagat	2585 Cong WL Dickinson Dr	Montgomery	AL	36109	(334) 221-3055	C Store
Prem Properties dba Sun State Oil	Ricky Joshi	4100 Atlanta Highway	Montgomery	AL	36109	407-384-1168 ext. 101	C Store
Prem Properties, LLC dba Sun State Oil	Ricky Joshi	755 South Court Street	Montgomery	AL	36107	407-384-1168 ext. 101	C Store
SNJ Enterprises Inc. dba Kwik Serve	Yamal Bhagat	4000 Troy Hwy	Montgomery	AL	36116	(334) 281-5910	C Store
Sun State Oil, Inc.	Ricky Joshi	1300 Eastern Blvd	Montgomery	AL	36123	407-384-1168 ext. 101	C Store
Vidhi, LLC dba Raceway Moulton	KP Patel	11550 AL-157	Moulton	AL	35650	317-670-0060	C Store
Thai Deli LLC	Khou and Soo Yang	8278 Hwy 231 S	Newton	AL	36360	651-757-6100	C Store
Hwy 280 Exxon	Jay Patel	1405 Columbus Pkwy	Opelika	AL	36804	562-412-0540	C Store
BIM Operations, Inc. dba Breeze In Mart #3	Jeremy Miller	2552 S AL-109	Rehobeth	AL	36301	334-794-5055	C Store
Oasis Travel Center	Dale Elks	27801 County Road 64	Robertsdale	AL	36567	251-375-4887	Travel Center
Troy Enterprise 1 LLC	Dennis Padhair	2 E Main st	Samson	AL	36477	334-303-9937	C Store
Love's Travel Stop & Country Store 774_Smith Station_AL	Nick Bouse	747 Lee Rd. 248	Smiths Station	AL	36877	(800) 388-0983 ext.6674	C Store
Love's Country Store 304_Steele_AL	Nick Bouse	905 Steele Station Rd	Steele	AL	35987	(800) 388-0983 ext.6674	Travel Center

Union Springs LLC dba BP Food Mart	Dinesh "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	Nick Bouse	2600 W I-65 Service Rd N	Whistler	AL	36612	(800) 388-0983 ext.6674	Travel Center
SITE OIL LLC	Sal- Sulaiman Hudda	12024 VIMY RIDGE RD	ALEXANDER	AR	72002	501-766-2991	C Store
Love's Country Store 635_Alma_AR	Nick Bouse	8060 Hwy 282	Alma	AR	72921	(800) 388-0983 ext.6674	Travel Center
Alpena C Store LLC dba Whiteoak Station 46	shahmir nazarali	102 Hwy 412	Alpena	AR	72611-2810	870-437-2236	C Store
Richies Mart LLC	John Omolo	1209 N Church St.	Atkins	AR	72823	479-641-0188	C Store
Saniya Store Inc. dba Blackwell Food Mart	Ameen Pabani	100 Fish Lake Rd	Atkins	AR	72823	501-354-8263	C Store
Littlefield Retail Group #15	Aaron Littlefield	142 Highway 167 North	Bald Knob	AR	72010	479-646-0595	C Store
Hawgs Exxon	Darren Lillard	1135 North St. Louis	Batesville	AR	72501	(870) 612-8661	C Store
Littlefield Retail Group #	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	(870) 243-6243	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 or Paul Singh	3820 Congo Rd	Benton	AR	72019	501-366-6204	C Store
Al's Benton LLC dba HWY 5 Mart	Al Morani	1507 HWY 5 N	Benton	AR	72019	7274596563	C Store
Oak Street Valero LLC dba Corner Market Shell	Donnie Miller	6650 Alcoa Road	Benton	AR	72015	(501) 315-2001	C Store
TK Ferguson LLC	Kelley Ferguson	6921 Hwy 35	Benton	AR	72015	501-778-4500	C Store
TT Mart, Inc._dba_Bullocks Super Stop	Mubeen Jahangir	15536 I-30	Benton	AR	72019	(501) 778-3898	C Store
Dalton Petroleum, Inc. dba Quik Stop #300	Bruce Gibbons	1511 East Main St.	Blytheville	AR	72315	(573) 888-0120	C Store
Food Junction, LLC - Bradley	Manjit Singh	319 N Express Ave.	Bradley	AR	71826	936-598-6221	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	Steve Lightle	111 Bill Foster Memorial Highway	Cabot	AR	72023	501 658 4700	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	C Store
Green Petroleum of Arkansas, LLC dba 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	Steve Lightle	1501 N Bankhead Ave	Carlisle	AR	72024	501 658 4700	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	Steve Lightle	837 North Main St.	Cave City	AR	72521	501 658 4700	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
Jordan's Kwik Stop 57	Jackie McClure	8878 Hwy 1 N	Colt	AR	72326	(870) 243-6243	C Store
Bano Inc. dba MH Mart	Izhar Haq	270 Hwy 65 N	Conway	AR	72032	501-358-6320	C Store
B-H-T Investment Co., Inc. dba Doublebee's dba Doublebee's #111	Steve Lightle	473 Hwy 64 East	Conway	AR	72032	501 658 4700	C Store
Bullocks Conway	Jahangir Yousaf	646 S Harkrider	Conway	AR	72032	501-327-4949	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
Snappy Mart Properties dba Donaghey Bears Den	Donnie Miller	1632 Donaghey Ave	Conway	AR	72034	501-358-8026	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
SKF Enterprise dba Corning Gas & Deli	Sam Merchant	1010 W Main St	Corning	AR	72422	501-732-6585	C Store
Jordan's Kwik Stop 62	Jackie Robert McClure	7611 Hwy 64	Crawfordsville	AR	72327	(870) 578-9585	C Store
Jordan's Kwik Stop # 78	Jackie McClure	804 E 8th Street	Danville	AR	72833	870-578-9585	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
Flash Market #188	Bill Reilly	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	(870) 243-6243	C Store
Littlefield Retail Group #2	Aaron Littlefield	3403 Cavanaugh Rd	Fort Smith	AR	72908	479-646-0595	C Store
Racehorse	Anne Garton	420 N. First Street	Glenwood	AR	71943	(870) 356-2922	C Store
DG Miller LLC dba Panther Station	Donnie Miller	61 S Broadview St.	Greenbrier	AR	72058	501-358-8026	C Store
Oak Street Valero LLC dba Greenbrier Snappy Mart	Donnie Miller	1110 US-65	Greenbrier	AR	72058	5013588026	C Store

GES Inc dba Edwards Food Giant	Gary Proffitt	605 N. Illinois	Harrisburg	AR	72432	(501) 278-0889	Supermarket
Jordan's Kwik Stop #67	Jackie McClure	109 North Illinois	Harrisburg	AR	72432	870-578-9596	C Store
Jordan's Kwik Stop #9	Jackie McClure	900 East Jackson	Harrisburg	AR	72432	(870) 243-6243	C Store
Jordan's Kwik Stop #68	Jackie McClure	282 Hwy 11 North	Hazen	AR	72064	870-243-6243	C Store
Love's Country Store 759_Hazen_AR	Nick Bouse	3404 Highway 63 North	Hazen	AR	72064	(800) 388-0983 ext.6674	Travel Center
Prairie Farmers Express	Troy Young	17 Hwy 70 West	Hazen	AR	72064	(870) 255-4815	C Store
Forrest Tower Food Mart	Gene Graves	13487 Hwy 167 North	Hensley	AR	72065	(870) 917-2222	C Store
DG Miller Management LLC_DBA_Tri Oaks	Donnie Miller	8319 Edgmont Rd.	Higden	AR	72067	5013588026	C Store
MR Petroleum LLC dba East Gate Shell	Mojib Rahman	140 LaPlaza W	Hot Springs	AR	71909	870-718-0452	C Store
Fuel Zone	Jason Hargis	100 North Parrott	Huntsville	AR	72740	(479) 325-1833	C Store
Hargis Fuel Zone Inc dba Kings River Country Store	Brent Hargis	22784 Hwy 412	Huntsville	AR	72740	(479) 665-2323	C Store
Zayns Shack and Gas LLC_dba_Macon Station	Khalil Khoja	22311 A Hwy 107	Jacksonville	AR	72076	501-241-1722	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	Nick Bouse	294 Highway 65/82 North	Lake Village	AR	71653	(800) 388-0983 ext.6674	Travel Center
Jordan's Kwik Stop #32	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
B-H-T Investment dba DoubleBees Cantrell #116	Steve Lightle	2402 Cantrell Rd	Little Rock	AR	72202	501 658 4700	C Store
DG Miller llc dba Bears Den Airport Shell	Donnie Miller	3300 Bankhead Dr	Little Rock	AR	72206	501-358-8026	C Store
GES Inc dba Edwards Food Giant Cantrell	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
Prickett Enterprise, LLC	Sal Hudda	19255 Lawson Rd	Little Rock	AR	72210	5017662991	C Store
Star Energy dba University Ave Food Mart	Nick Chowdhury	6425 South University Ave	Little Rock	AR	72209	(501) 269-7318	C Store
Z & M Inc_DBA_Phillips 66	Syed Shah	8824 Fourche Dam Pike	Little Rock	AR	72206	(501) 490-0554	C Store
London Food Mart LLC	Sadiq Ali	10465 Hwy 64 W	London	AR	72847	479-293-9849	C Store
Jordan's Kwik Stop 53	Jackie McClure	680 Hwy 77	Manila	AR	72442	(870) 243-6243	C Store
GES Inc dba Edwards Food Giant Marianna	Gary Proffitt	460 S. Alabama St.	Marianna	AR	72360	(501) 278-0889	Supermarket

GPM Southeast, LLC_dba_Flash Market #29	Ray Zeiher	1114 AR-77	Marion	AR	72364	804-730-1568 ext. 1354	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	5019604568	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 McCrory	Gary Proffitt	100 Hwy 64 East	McCrory	AR	72101	(501) 278-0889	C Store
Jordan's Kwik Stop #38	Jackie McClure	790 Main St.	Melbourne	AR	72556	(870) 243-6243	C Store
Jordan's Kwik Stop #64	Jackie McClure	19888 Hwy18 East	Monette	AR	72447	(870) 243-6243	C Store
Shah Investments LLC	Sadig 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
B-H-T Investment Company, Inc. dba Doublebee's #137	Steve Lightle	9550 Harrison St.	Newark	AR	72562	501 658 4700	C Store
Jordan's Kwik Stop #49	Jackie Robert McClure	1600 Malcolm Avenue	Newport	AR	72212	870-243-6243	C Store
Jordan's Kwik Stop #5	Jackie McClure	2355 Hwy 14B	Newport	AR	72112	(870) 243-6243	C Store
Jordan's Kwik Stop, Inc. #75	Jackie McClure	3201 Stegall Rd	Newport	AR	72112	870-578-5224	Travel Center
Aden of Little Rock LLC dba Lake Lane Exxon	Sargon Abdo	300 Lake Lane	North Little Rock	AR	72117	5012583172	C Store
Jasmeet LLC dba Argenta Mart	Inderjit "Vicky" Singh	623 North Cypress	North Little Rock	AR	72114	(501) 372-4245	C Store
Kaiz 786 Foodmart LLC dba Crystal Hill Food Mart	Kaiz Rozani	6116 Crystal Hill Rd.	North Little Rock	AR	72206	501-753-8484	C Store
Love's Country Store 236_North Little Rock_AR	Nick Bouse	11801 E. I-40 Fwy	North Little Rock	AR	72117	(800) 388-0983 ext.6674	Travel Center
Z & B, LLC dba 7-T Superette	Ziamond Bhartti	109 Highway 10 East	Ola	AR	72853	513-306-2496	C Store
Jordan's Kwik Stop #69	Jackie McClure	4365 W Keiser Ave	Osceola	AR	72370	(870) 243-6243	Travel Center
Love's Country Store 275_Palestine_AR	Nick Bouse	1010 N Main St	Palestine	AR	72372	(800) 388-0983 ext.6674	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 #73	Jackie McClure	5829 Hwy 135	Paragould	AR	72450	(870) 243-6243	C Store

Jordan's Kwik Stop 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	Steve Lightle	209 South Fourche	Perryville	AR	72126	501 658 4700	C Store
Abizora LLC dba 24/7 Quick Stop	Manpret "Bobby" Singh	6010 South Hazel St	Pine Bluff	AR	71602	(870) 395-7280	C Store
AMPM Singh Brothers LLC dba Bulldog One Stop	Bobby- Harpreet Singh	10008 Dollarway RD	Pine Bluff	AR	71602	845-283-5299	C Store
Love's Country Store 661_Pine Bluff_AR	Nick Bouse	4800 Hwy 65 S	Pine Bluff	AR	71601	(800) 388-0983 ext.6674	Travel Center
Oak Street Valero, LLC dba Pleasant Plains Shell	Donnie Miller	5726 Blackland Rd.	Pleasant Plains	AR	72568	501-358-8026	C Store
DG Miller dba Country Store - Plumerville	Donnie Miller	202 East Main St	Plumerville	AR	72127	(501) 354-2721	C Store
Jordan's Kwik Stop #65	Jackie McClure	1898 Hwy 62	Pocahontas	AR	72455	(870) 243-6243	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	2917 US-63	Portia	AR	72457	870-243-6264	C Store
Jordan's Kwik Stop #76	Jackie McClure	6790 US 64	Pottsville	AR	72858	870-578-9585	Travel Center
GPM Southeast, LLC_dba_Flash Market #98	Ray Zeiher	403 West Buchanan	Prairie Grove	AR	72753	804-730-1568, ext 1354	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	Steve Lightle	6199 Heber Springs Road	Quitman	AR	72131	501 658 4700	C Store
Zaima Enterprises, LLC dba Big Red 121	Akbar Pabani	1101 Sheridan Rd.	Redfield	AR	72132	(501) 397-6200	C Store
B-H-T Investments dba Doublebees #139	Steve Lightle	6027 Hwy 36 West	Rosebud	AR	72137	501 658 4700	C Store
Sam's Fuel Inc.	Bassam Abdo	1103 East 16th St.	Russellville	AR	72802	479-219-5069	C Store
B-H-T Investment DBA Doublebees #126	Steve Lightle	2620 West Beebe Capps	Searcy	AR	72143	501 658 4700	C Store
B-H-T Investment dba Doublebees #140	Steve Lightle	1010 East Booth Road	Searcy	AR	72143	501 658 4700	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
Buerkle Shell, Inc.	Jason Han	901 North Buerkle St.	Stuttgart	AR	72160	(870) 672-7120	C Store
Stuttgart C-Stop, Inc.	Jason Han	408 East 22nd Street	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
GPM Southeast, LLC_dba_Flash Market #32	Ray Zeiher	1727 AR-69 Blvd.	Trumann	AR	72472	804-730-1568, ext 1354	C Store
Jordan's Kwik Stop #47	Jackie McClure	800 West Speedway	Trumann	AR	72472	870-243-6243	C Store
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	Steve Lightle	1003 Highway 63B	Walnut Ridge	AR	72476	501 658 4700	C Store
Jordan's Kwik Stop #70	Jackie McClure	3053 Hwy 49	West Helena	AR	72342	(870) 243-6243	C Store
Atlas Associates	RAFIQ DEVL	600 West Broadway Rd	West Memphis	AR	72301	(870) 735-2962	C Store
Atlas Associates LLC_dba_Service RD Shell	RAFIQ DEVL	700 N Service Rd	West Memphis	AR	72301	(870) 732-9730	C Store
Jordan's Kwik Stop # 56	Jackie McClure	1902 Falls Blvd	Wynne	AR	72396	8702436243	C Store
Love's Country Store 460_Benson_AZ	Nick Bouse	643 S. Hwy 90	Benson	AZ	85602	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 280_Buckeye_AZ	Nick Bouse	1610 N Miller Rd.	Buckeye	AZ	85326	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 278_Joseph City_AZ	Nick Bouse	4703 Main Street	Joseph City	AZ	86032	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 272_Kingman_AZ	Nick Bouse	6035 East Minerva Lane	Kingman	AZ	86401	(800) 388-0983 ext.6674	Travel Center
Desert Springs Travel Plaza LLC (Pilot Truck Stop)	Cary Huff	4031 Fleet St	Littlefield	AZ	86432	801-920-9191	Travel Center
Team CB Petroleum - Payson	Shawn Dugan	706 E Hwy 260	Payson	AZ	85541	(928) 472-2200	C Store
Love's Country Store 286_Quartzsite_AZ	Nick Bouse	760 S Quartzsite Blvd	Quartzsite	AZ	85346	(800) 388-0983 ext.6674	Travel Center
San Simon 10 Inc	Money Samra	2500 W Business I- 10	San Simon	AZ	85632	818.518.8648	C Store
Love's Country Store 349_Yuma_AZ	Nick Bouse	2931 E Gila Ridge Rd	Yuma	AZ	85365	(800) 388-0983 ext.6674	Travel Center
Valley West Chevron	Jason Simas	1605 Giuntoli Lane	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
Countryside Market Bear Mountain	Nirmaljit Brar	8139 E Bear Mountain Blvd	Bakersfield	CA	93307	661-303-5442	C Store
Dibos Enterprises Inc dba On The Go	Frank Jouda	2501 River Blvd	Bakersfield	CA	93305	(661) 493-0893	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 DJ Food Mart	Rupinder Jhaj	31110 7th Standard Rd	Bakersfield	CA	93314	661-393-2607	C Store
DJ Holding Inc. DBA JR Food Mart	Gurmit Jhaj	9741 South Enos Ln	Bakersfield	CA	93311	6617035368	C Store
Habbeeb Enterprises Inc DBA Empire Gas & Liquor	Frank Jouda	700 Roberts Ln	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
Muthana Corp. dba Mesa Marin Chevron	Moe Muthana	11101 Hwy 178	Bakersfield	CA	93306	(661) 366-4886	C Store
Olive Foodmart	Nirmal Gill	11206 Olive Rd	Bakersfield	CA	93312	661-720-9906	C Store
Verdugo Market #8	Gurinder Basra	4198 Union Ave	Bakersfield	CA	93308	(661) 558-4044	C Store
Love's Country Store 374_Barstow_CA	Nick Bouse	2974 Lenwood Road	Barstow	CA	92311	(800) 388-0983 ext.6674	Travel Center
Maruti Cruz Thru	Prabhjot (Paul) Singh Randhawa	12043 Deshutes Rd	Bella Vista	CA	96008	(530) 549-3245	C Store
Handi Stop	Ajit Gill	111 E Mountain Ave	Caruthers	CA	93609	(559) 864-3000	C Store
AAPKA inc dba Oaks Deli & Gas	Parminder Singh	4993 Hornitos Rd	Cathey's Valley	CA	95306	559-392-5045	C Store
HSG Farmers, Inc. dba Johnny Quick #149	Harpreet Singh	5020 N. Academy Ave.	Clovis	CA	93619	(559) 299-9262	C Store
Square Deal Market Inc.	Mutahar Mana	636 Dairy Ave	Corcoran	CA	93212	559-572-1699	C Store
Keith's Meat Market, Inc. dba Keith's Market IGA	Brian Hurt	76201 Covelo Rd.	Covelo	CA	95428	(707) 983-6633	Supermarket
KJP Enterprises Inc dba Chevron Barn Delano	Raj Dillon	713 Woollomes Avenue	Delano	CA	93215	661-720-9906	C Store
On Your Way Food Store	Frank Jouda	2241 Girard St	Delano	CA	93215	661-333-8993	C Store
Virk Petroleum Corporation dba Akal Travel Plaza	Yadvinder Virk	1748 CA-99	Delano	CA	93215	661-725-5525	Travel Center
Dinuba Quick Shop Inc.	Darla Fraser	180 E. El Monte Way	Dinuba	CA	93618	530-605-0144	C Store
The Barn - Exeter	Raj Dillon	19558 Ave 296	Exeter	CA	93221	(559) 594-9157	C Store
Grand Petroleum, Inc. dba Firebaugh Travel Plaza	Amin Salkhi	15838 Paul Negra Rd.	Firebaugh	CA	93622	209-364-6437	Travel Center
Brar and Chahal Food Store, Inc. dba Johnny Quick #163	Navjeet Chahal	5993 E. Belmont Ave.	Fresno	CA	93737	559-255-3597	C Store
Bulldog Gas & Mart 2	Gurinder Bhandal	3808 N. Blackstone Ave.	Fresno	CA	93726	559-224-3808	C Store
JGB Properties, Inc. dba Bulldog Gas & Mart	Jagrup Bhandal	1418 E. Shaw Ave.	Fresno	CA	93710	559-224-3808	C Store
Guru Gas & Market, Inc. dba 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	Nick Bouse	3175 Avenue 17	Madera	CA	93637	(800) 388-0983 ext.6674	Travel Center
Pal Brothers LLC DBA Table Mountain Chevron	Jaswinder Parmar	14974 Hwy 41	Madera	CA	93636	559-822-2233	C Store
Timeless Investments dba EZ Trip Madera	Arashk Jamaledin	1451 S Madera Ave	Madera	CA	93637	(559) 975-9001	Travel Center
A. B. Brar, Inc	Avinash Brar	3939 Bootjack Lane	Mariposa	CA	95338	209-966-4555	Supermarket
Ghallaan, Inc. dba McFarland Chevron	Nouf "Anabel" Samaan	100 W Sherwood Ave	McFarland	CA	93250	661-792-2204	C Store
Dale Petroleum	Harvinder Kaur	4600 Dale Rd.	Modesto	CA	95356	1-833-238-8971	C Store
Yassine & Co inc dba A & S Service Station	Samer Yassine	4910 Holt Blvd	Montclair	CA	91763	909-296-9815	C Store
Santa Rosa Pit Stop	Mayme Modesto	63145 State Hwy 74	Mountain Center	CA	92561	(951)526-7087	C Store
Food & Fuel, Inc. dba Gas N Stuff	Prabhjot Singh	33127 Road 222	North Fork	CA	93643	559-701-0001	C Store
S.B. Partners, Inc dba Yosemite Gas & Market	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
Coso Junction Store, Inc.	Jag Dhillon	HWY 395 & Gill Station Rd	Olancho	CA	93549	760-447-1408	C Store
Highway 70 Chevron	Tejinder Deol	5416 Lindhurst Ave	Olivehurst	CA	95901	916-498-4746	C Store
Mobil Mart	Jagrup Bhandal	2695 Annamarie Ave	Patterson	CA	95363	(210) 626-7130	C Store
N&S Chevron	Muneer Saeed	951 West Teapot Dome	Porterville	CA	93257	559-359-1821	C Store
Dillon & Sons Inc. DBA The Barn Ridgecrest	Rajpal Dillon	1617 N. China Lake Blvd.	Ridgecrest	CA	93555	661-823-4922	C Store
Salida Petro, Inc.	Shubegh Mann	4530 Kiernan Avenue	Salida	CA	95368	831-710-1230	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
Amar Dadam, LLC dba The Corner Market #2	Anik Doshi	6010 East Lerdo Hwy	Shafter	CA	93263	(661) 233-9787	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
The Industrial Store, Inc. dba Trona Industrial Supply	Robbie Barker	82740 Tron Rd	Trona	CA	93562	760-372-4729	C Store
NW Tulare, Inc.	Surinder S Moor	1279 N West St	Tulare	CA	93274	408-373-5183	C Store
Dillon & Sons dba The Barn Demaree Inc	Raj Dillon	1330 North Demaree Rd	Visalia	CA	93291	661-720-9906	C Store
Dillon & Sons Inc DBA The Barn #5	Rajpal Dillon	202 Plaza Dr	Visalia	CA	93291	559-651-1665	C Store
Gateway Travel Center, Inc.	Peter Singh	8847 Ave 280 #A	Visalia	CA	93277	559-256-9800	Travel Center
Golden Rissco, Inc._dba_Caldwell Chevron Extra Mile	Shine Saran	3717 West Caldwell	Visalia	CA	93274	559.627.6900	C Store
VF Goshen Inc. DBA Valley Fuel Travel Plaza	Gurpreet Thandi	6603 Betty Drive	Visalia	CA	93292	(559) 651-0009	C Store
Love's Country Store 749_Westmorland_CA	Nick Bouse	551 West Main Street	Westmorland	CA	92281	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 652_Williams_CA	Nick Bouse	100 Margurite St	Williams	CA	95987	(800) 388-0983 ext.6674	Travel Center
SK Yreka, Inc. dba Yreka Chevron	Surinder Kaur	1801 Fort Jones Rd	Yreka	CA	96097	(855) 285-9595	C Store
Love's Country Store 300_Bennett_CO	Nick Bouse	1191 S 1st St.	Bennett	CO	80102	(800) 388-0983 ext.6674	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	Nick Bouse	115 Harrison Ave	Buena Vista	CO	81211	(800) 388-0983 ext.6674	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
Julesburg Family Market, Inc.	Kevin Van Zee	222 Cedar Street	Julesburg	CO	80737	970-474-0932	Supermarket
Love's Country Store 23_Lamar_CO	Nick Bouse	605 N Main St	Lamar	CO	81052	(800) 388-0983 ext.6674	C Store
Love's Travel Stop & Country Store 826_Parachute_CO	Nick Bouse	100 Cardinal Way	Parachute	CO	81635	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 226_Pueblo_CO	Nick Bouse	6470 N Elizabeth Street	Pueblo	CO	81008	(800) 388-0983 ext.6674	Travel Center
J.R.'s Country Stores, Inc.	Josh Torgler	1207 Elm Ave.	Rocky Ford	CO	81067	(719) 545-1923 ext. #2	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 St	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

Pride Stores - East Granby, CT	Erin Stein	122 Rainbow Road	East Granby	CT	06026	860-966-2495	C Store
Pride Stores - Hartford, CT	Erin Stein	10 Jennings Rd	Hartford	CT	06120	860-966-2495	C Store
Putnam Food Mart LLC	Sam Alhallak	644 School St.	Putnam	CT	06260	(860) 963-7607	C Store
Pride Stores - South Windsor	Erin Stein	1049 John Fitch Blvd.	South Windsor	CT	06074	860-966-2495	C Store
Love's Country Store 453_Cottdondale_FL	Nick Bouse	2510 Hwy 231	Cottdondale	FL	32431	(800) 388-0983 ext.6674	Travel Center
RNJ'S Food Mart, Inc.	MD Palash Mahamud	36951 Blanton Road	Dade City	FL	33523	(352) 567-2823	Supermarket
Florida 595 Travel Center Corp_dba_Florida 595 Truck Stop	Michael Ouimet	2705 Burris Road	Davie	FL	33314	954-357-1480	C Store
Frisby Management LLC dba Pit Stop #37	Tommy Patel	7905 SW US Hwy 27	Fort White	FL	32038	(386) 300-4898	C Store
Love's Country Store 603_Jacksonville_FL	Nick Bouse	400 Pecan Park Rd	Jacksonville	FL	32218	(800) 388-0983 ext.6674	Travel Center
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	Nick Bouse	17309 Highway 27	Lake Wales	FL	33859	(800) 388-0983 ext.6674	Travel Center
MJTM Inc dba Beach Bucket Grocery	Mohammed Zakir Hossain	7435 COLLINS AVE	MIAMI BEACH	FL	33141	(305) 861-2009	C Store
Love's Country Store 363_Ocala_FL	Nick Bouse	7791 NW 47th Ave	Ocala	FL	34482-7659	(800) 388-0983 ext.6674	Travel Center
Sabahat Petroleum Inc.	Manzurul Islam	9031 N. Military Tr.	Palm Beach Gardens	FL	33410	561-990-4943	C Store
Prem Properties dba Beeline	Ricky Joshi	435 South Tyndall Parkway	Panama City	FL	32404	407-384-1168 ext. 101	C Store
Kennedy and Lois Shell, Inc.	Samuel Makarius	4205 West Kennedy Blvd	Tampa	FL	33609	1-813-288-8024	C Store
Metro Fiancials, LLC dba Metro Market @ Hyde Park	Joseph Mansour	900 West Kennedy Blvd	Tampa	FL	33606	813-251-1296	C Store
Zurie Petroleum LLC dba Selmon Marathon	Mohammad Shajibujjaman	410 S 50th St	Tampa	FL	33619	(813) 681-4279	C Store
A.C. Wall, Inc. dba United Market	Bill Wall	4194 Highway 84	Blackshear	GA	31516	912-449-6596	C Store
Lewis and Raulerson Inc. dba Friendly Express #71	David Turner	4341 New Jesup Hwy.	Brunswick	GA	31520	912-283-5951	C Store
Lewis and Raulerson, Inc. dba Friendly Express #51	David Turner	3224 US Hwy 17 South	Brunswick	GA	31523	(912) 283-2259	C Store

Goot Gas & Go, LLC	Jose Gutierrez	1040 Hwy 41 N	Buena Vista	GA	31803	229-277-0006	C Store
BP Food Store	Samir Ahmad	4565 Hwy 20	Conyers	GA	30013	(470) 781-5267	C Store
NISHA Convenience Inc. dba Salem Gateway Foodmart	Sonu Jivani	1502 Old Salem Road SE	Conyers	GA	30013	(470) 276-6980	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	(770) 205-7381	C Store
Love's Country Store 320_Dublin_GA	Nick Bouse	3009 GA Hwy 257	Dublin	GA	31021	(800) 388-0983 ext.6674	Travel Center
Lewis and Raulerson, Inc. dba Friendly Express #31	David Turner	6008 2nd Street	Folkston	GA	31537	(912) 496-3946	C Store
Lewis and Raulerson, Inc. dba Friendly Express #91	David Turner	19144 Hwy 301 North	Hortense	GA	31543	(912) 283-2599	C Store
Highway 87 Food Mart LLC	Ashfaq Khan	12376 Georgia Highway 87	Juliette	GA	31046	(770) 315-4621	C Store
Hwy 212 Ventures, LLC dba Neighborhood Market	Nehal Hashwani	4626 Vickery St	Lavonia	GA	30553	678-267-0588	C Store
Love's Country Store 698_Macon_GA	Nick Bouse	1190 Frank Amerson Parkway	Macon	GA	31216	(800) 388-0983 ext.6674	Travel Center
Loyd Management, LLC dba Susie Q's #22	Hiren Patel	1604 Camilla Highway	Moultrie	GA	31768	(229) 890-9314	C Store
NDH Investments, LLC dba Susie Q's 11	Hiren Patel	800 Hwy 133 South	Moultrie	GA	31768	(229) 890-9314	C Store
Love's Travel Stop & County Store 819_Springfield_GA	Nick Bouse	2600 Highway 21	Rincon	GA	31326	(800) 388-0983 ext.6674	Travel Center
Lewis and Raulerson, Inc. dba Friendly Express #87	David Turner	102 Broadhurst Rd	Screven	GA	31560	(912) 579-6910	C Store
Love's Country Store 354_Thomson_GA	Nick Bouse	2129 Washington Rd NW	Thomson	GA	30824-6623	(800) 388-0983 ext.6674	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 2nd St	Unadilla	GA	31091	(334) 283-5754	C Store
Lewis and Raulerson, Inc. dba Friendly Express #106	David Turner	3645 Inner Perimeter Road	Valdosta	GA	31602	912-283-5951	C Store
Lewis and Raulerson, Inc., dba Friendly Express #105	David Turner	4129 N. Valdosta Road	Valdosta	GA	31602	912-283-5951	C Store
Madison Discount	Yogeshkumar Patel	2601 Madison Hwy	Valdosta	GA	31601	229-244-1388	C Store
Love's Country Store 311_Waco_GA	Nick Bouse	523 Atlantic Avenue	Waco	GA	30182	(800) 388-0983 ext.6674	Travel Center

Lewis and Raulerson, Inc. dba Friendly Express #103	David Turner	1811 South GA Parkway W.	Waycross	GA	31503	912-283-5951	C Store
Lewis and Raulerson, Inc. dba Friendly Express #104	David Turner	6509 Alma Hwy	Waycross	GA	31503	(912) 590-6533	C Store
Lewis and Raulerson, Inc. dba Friendly Express #94	David Turner	21828 Hwy 82	Waynesville	GA	31566	(912) 283-2259	C Store
Lewis and Raulerson, Inc. dba Friendly Express #95	David Turner	25137 Hwy 82	Waynesville	GA	31566	(912) 778-4848	C Store
Al's Corner Oil Co. dba Sparky's One Stop #23	Tia Eischeid	317 Highway 175	Arthur	IA	51431	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop- Auburn	Tia Eischeid	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 Eischeid	660 First Street	Battle Creek	IA	51006	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop #4	Tia Eischeid	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	Imroj Singh	1111 SE Lincoln Street	Bondurant	IA	50035	5159671900	C Store
Al's Corner Oil Co dba Sparky's One Stop #31	Tia Eischeid	212 Main Street	Breda	IA	51401	712-673-2723	C Store
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
Western Oil LLC dba Speedee Mart	John Dilsaver	2301 S. 24th st	Council Bluffs	IA	51501	712-325-5435	C Store
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
W & H Co-Op Oil Co dba Eagle Grove Ampride	Chris Carnelly	215 N. Commercial	Eagle Grove	IA	50533	(515) 603-6412	C Store
Elliott Oil Company dba Eddyville Travel Plaza BP	Zack Rupe	500 South Merino Ave	Eddyville	IA	52553	641-684-4377	C Store
W & H Co-Op Oil Co dba Ampride / Fort Dodge	Chris Carnelley	3243 5th Avenue South	Fort Dodge	IA	50501	(515) 573-7512	C Store
Brother's Market - Grundy	Scott Edwards	1400 G Ave	Grundy Center	IA	50638	(319) 824-3849	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #17	Tia Eischeid	500 State Street	Guthrie Center	IA	50115	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop #24	Tia Eischeid	403 US HWY 169	Harcourt	IA	50544	712-673-2723	C Store
W & H Co-Op Oil Co dba Ampride- Humboldt	Chris Carnelley	1301 10th Ave N	Humboldt	IA	50548	(515) 604-6192	C Store
Al's Corner Oil Co. dba Sparky's One Stop - Jefferson	Tia Eischeid	606 E Hwy 30	Jefferson	IA	50129	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop- Lake City	Tia Eischeid	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 Eischeid	12053 Highway 71	Lake View	IA	51450	712-673-2723	C Store
Brother's Market - Lisbon	Scott Edwards	930 Commercial Street	Lisbon	IA	52253	641-622-2191	Supermarket

Cubby's- Manson	De Lone Wilson	1302 1st Avenue	Manson	IA	50563	(402) 453-2468	C Store
Food Land Supermarkets Missouri Valley	John Corbett	407 West Huron	Missouri Valley	IA	51555	712-642-3148	Supermarket
Love's Travel Stop & Country Store 882_Muscatine_IA	Nick Bouse	2417 Grandview Ave	Muscatine	IA	52761	(800) 388-0983 ext.6674	Travel Center
Al's Corner Oil Co. dba Sparky's One Stop #6	Tia Eischeid	410 W. Highway 7	Newell	IA	50568	712-673-2723	C Store
Love's Country Store 361_Newton_IA	Nick Bouse	4400 S 22nd Ave E	Newton	IA	50208-8264	(800) 388-0983 ext.6674	Travel Center
The Station II	Cory Hodapp	620 Meade Drive	North Liberty	IA	52317	319-665-2498	C Store
Cubby's II, Inc. - Onawa	De Lone Wilson	2715 Iowa Ave N	Onawa	IA	51050	(402) 453-2468	C Store
Randys Neighborhood Market - Osage	Randy Goetz	633 Chase Street	Osage	IA	50461	(641) 732-5271	Supermarket
Elliott Oil Company dba Richmond & Ferry BP	Zack Rupe	720 Richmond Ave.	Ottumwa	IA	52501	641-684-4377	C Store
Lincoln Farm & Home #3 LLC	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
Cubby's- Percival	De Lone 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
W & H Co-Op dba Renwick Fastway	Chris Carnelley	101 York Ave	Renwick	IA	50577	(515) 332-2782	C Store
Al's Corner Oil Co. dba Sparky's One Stop #28	Tia Eischeid	2325 Marshall Hwy	Rockwell City	IA	50579	712-673-2723	C Store
Al's Corner Oil Co. dba Sparky's One Stop #8	Tia Eischeid	200 South Berlin	Schaller	IA	51053	(712) 275-4200	C Store
Love's Country Store 426_Shelby_IA	Nick Bouse	10 East Street	Shelby	IA	51570	(800) 388-0983 ext.6674	Travel Center
Brother's Market - _Sigourney	Scott Edwards	118 S. Main Street	Sigourney	IA	52591	641-622-2191	Supermarket
Love's Travel Stop & Country Store 479 _ Sioux City_IA	Nick Bouse	2525 Singing Hills Boulevard	Sioux City	IA	51111	(800) 388-0983 ext.6674	Travel Center
Al's Corner Oil Co. dba Sparky's One Stop #9	Tia Eischeid	590 Parker Street	Stanhope	IA	50246	712-673-2723	C Store
Al's Corner Oil Co dba Sparky's One Stop - Storm Lake	Tia Eischeid	5292 Hwy 71 North	Storm Lake	IA	50588	712-673-2723	C Store
Family Foods - Tipton	Mike Goetz	610 Cedar Street	Tipton	IA	52772	(563) 886-2143	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop #18	Tia Eischeid	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
Sunshine Energy 2, LLC dba BP Express	Kuljit (KC) Chauhan	300 Hwy 150	West Union	IA	52175	515-724-8453	C Store
Al's Corner Oil Co. dba Sparky's One Stop 32- Westside	Tia Eischeid	100 Eagle Street	Westside	IA	51467	712-673-2723	C Store
Brother's Market- Williamsburg	Scott Edwards	103 West Walnut Street	Williamsburg	IA	52361	641-622-2191	Supermarket

Food Land Supermarkets - Woodbine	John Corbett	423 Walker 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
JVSN Operating LLC dba Amerimart #3	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	Nick Bouse	5 South State Street	Atkinson	IL	61235	(800) 388-0983 ext.6674	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	Rusty Hagen	201 W. Blackhawk Drive	Byron	IL	61010	(217) 221-5060	Supermarket
Niemann Foods dba County Market #287	Rusty Hagen	408 Walnut Street	Carthage	IL	62321	(217) 221-5060	Supermarket
Love's Travel Stop & Country Store 768_Channahon_IL	Nick Bouse	23801 West Bluff Rd	Channahon	IL	60410	(800) 388-0983 ext.6674	Travel Center
Niemann Foods dba County Market #452	Rusty Hagen	551 West Lincoln	Charleston	IL	61920	(217) 221-5060	Supermarket
Niemann Foods, Inc. dba County Market #224	Rusty Hagen	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
Lawrence Gas Mini Mart	Husain Yafai	4251 West Lawrence	Chicago	IL	60630	718-709-6942	C Store
Homerun General Store	Sajed Qattoum	806 S Jasper	Decatur	IL	62521	(217) 775-0875	C Store
Niemann Foods dba County Market #294 - Grand Ave - Decatur	Rusty Hagen	1175 W. Grand Ave	Decatur	IL	62522	(217) 221-5060	Supermarket
Niemann Foods dba County Market #223	Rusty Hagen	1380 North Galena Ave.	Dixon	IL	61021	(217) 221-5060	Supermarket
Bowen Oil Company	Wes (Chip) Bowen	1002 Cameron Drive	Durand	IL	61024	815-789-4716	C Store
Love's Travel Stop & Country Store _800_Elk Grove Village_IL	Nick Bouse	1900 Busse Rd	Elk Grove Village	IL	60007	(800) 388-0983 ext.6674	Travel Center
Valli Produce - Evanston, IL	Carmine Presta	1910 Dempster St.	Evanston	IL	60202	847-866-6100	Supermarket
Niemann Foods dba County Market #453	Rusty Hagen	1090 East Fort St.	Farmington	IL	61531	(217) 221-5060	Supermarket
Niemann Foods dba County Market 300- Girard	Rusty Hagen	619 North 3rd Street	Girard	IL	62640	(217) 221-5060	Supermarket
Love's Travel Stop & Country Store 834_Grant Park_IL	Nick Bouse	8316 N Route 1	Grant Park	IL	60940	(800) 388-0983 ext.6674	Travel Center
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	Nick Bouse	203 N Haughton Hwy	Greenup	IL	62428	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 384_Greenville_IL	Nick Bouse	1900 S State St 127	Greenville	IL	62246	(800) 388-0983 ext.6674	Travel Center
Niemann Foods dba County Market #447	Rusty Hagen	943 E. Laurel Ave.	Havana	IL	62644	(217) 221-5060	Supermarket
RR Hickory Hills, LLC dba Ricky Rockets	Romaus Mesa Jr.	7717 West 95th St.	Hickory Hills	IL	60457	(708) 529-7980	C Store
Medford Oil Co dba Medford Food Mart	Eldon Medford	216 North State St.	Jerseyville	IL	62052	(618) 498-2682	C Store
Love's Country Store 685_Knoxville_IL	Nick Bouse	1405 Knox Highway 9	Knoxville	IL	61448	(800) 388-0983 ext.6674	Travel Center
Niemann Foods dba County Market #458	Rusty Hagen	518 South Main Street	Lewistown	IL	61542	(217) 221-5060	Supermarket
Niemann Foods dba County Market #450 - Mattoon	Rusty Hagen	2000 Western Avenue	Mattoon	IL	61938	(217) 221-5060	Supermarket
Love's Travel Center 804_Monmouth_IL	Nick Bouse	1001 W 11th Ave.	Monmouth	IL	61462	(800) 388-0983 ext.6674	Travel Center
Niemann Foods dba County Market 139	Rusty Hagen	1120 N. 6th Street	Monmouth	IL	61462	(217) 221-5060	Supermarket
Niemann Foods dba County Market #446	Rusty Hagen	422 South Market	Monticello	IL	61856	(217) 221-5060	Supermarket
Niemann Foods dba County Market #457	Rusty Hagen	6 North Poplar	Pana	IL	62557	(217) 221-5060	Supermarket
Niemann Foods dba County Market 239	Rusty Hagen	500 N. Sangamon	Petersburg	IL	62675	(217) 221-5060	Supermarket
Niemann Foods dba County Market #26	Rusty Hagen	825 West Washington Street	Pittsfield	IL	62363	(217) 221-5060	Supermarket
Niemann Foods dba County Market #244	Rusty Hagen	4830 Broadway	Quincy	IL	62301	(217) 221-5060	Supermarket
Niemann Foods dba County Market #473	Rusty Hagen	520 North 24th	Quincy	IL	62301	(217) 221-5060	Supermarket
Niemann Foods dba County Market #212	Rusty Hagen	520 W Clinton	Rushville	IL	62681	(217) 221-5060	Supermarket
Love's Travel Stop & Country Store 758_Sauget_IL	Nick Bouse	2005 Mousette LN	Sauget	IL	62206	(800) 388-0983 ext.6674	Travel Center
Niemann Foods Inc. dba County Market #231	Rusty Hagen	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	Rusty Hagen	210 E. Carpenter Street	Springfield	IL	62702	(217) 221-5060	Supermarket
Niemann Foods, Inc. dba County Market #228	Rusty Hagen	1903 West Munroe Street	Springfield	IL	62704	(217) 221-5060	Supermarket
Niemann Foods. Inc. dba County Market #227	Rusty Hagen	2777 South 6th Street	Springfield	IL	62703	(217) 221-5060	Supermarket
Niemann Foods dba County Market #348	Rusty Hagen	210 W. 3rd Street	Sterling	IL	61081	(217) 221-5060	Supermarket
Ports Petroleum dba Fuel Mart #787	John Crawford	1207 East Southline Rd.	Tuscola	IL	61953	330-264-1885	C Store

Varahi Petroleum Inc. dba Marathon Food Mart	Samir Patel	5201 US Hwy 36	Avon	IN	46123	317-438-2143	C Store
Bloomington Petroleum Inc. dba Sunmart	Cherian Pilo	5100 South Victor Pike	Bloomington	IN	47403	812-824-3706	C Store
Butler Oil, Inc.	Onkar Singh	537 W Main St.	Butler	IN	46721	260-868-0036	C Store
A&J Petroleum Inc.	Jas Kaur	1795 West State Road 28	Frankfort	IN	46041	(765) 659-9459	C Store
Eagle One Stop	Todd Haidous	101 W Toledo St.	Fremont	IN	46737	(260) 868-0036	C Store
Tahas, LLC dba 38th Street Marathon	Ali Saleh	9950 E. 38th Street	Indianapolis	IN	46235	(317) 895-8706	C Store
SHG One Inc. dba Friendly Porch	Sumri Patel	221 East Main St.	Jasonville	IN	47438	215-934-1491	C Store
Jasper Brick Oven Pizza, LLC	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
Marathon Food Mart	Viraj Patel	3400 Old State Rd 37N	Martinsville	IN	46151	765-341-9119	C Store
Victory Enterprises, LLC dba Centerton Marathon	Mohammed Viringipuram	77 Robb Hill Road	Martinsville	IN	46151	(317) 834-1320	C Store
Ramco LLC	Chaudhry Majeed	1133 East Michigan Ave.	Michigan City	IN	46360	(219) 872-8909	C Store
Love's Country Store 600_Pendleton_IN	Nick Bouse	9000 Interpark Dr	Pendleton	IN	46064	(800) 388-0983 ext.6674	Travel Center
Remington Foods Inc.	Mike Scott	115 E. Division St.	Remington	IN	47977	(219) 261-2542	Supermarket
Dawson Oil Co., Inc DBA Docs Shops 12	Chris Laker	326 East Broadway Street	Shelbyville	IN	46176	(765) 932-2613	C Store
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	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	Conway Springs	KS	67031	620-456-3663	#N/A
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	Nick Bouse	2505 E Trail St	Dodge City	KS	67801	(800) 388-0983 ext.6674	C Store

Downs Superfoods	Smitty Koetter	525 S. Morgan Avenue	Downs	KS	67437	(785) 454-3331	Supermarket
My Store III dba On The Go	Moussa Saobaiti	9134 Wooden Road	Edwardsville	KS	66111	831-905-1377	C Store
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
SPK Grocery	Pat Schrant	406 E 14th	Harper	KS	67058	(620) 896-2705	Supermarket
3B Foods dba Barnes Shurfine	Chris Barnes	119 North Broadway	Herington	KS	67449	(785) 258-3213	Supermarket
Love's Country Store & Travel Center 656_Holcomb_KS	Nick Bouse	1500 N Jones Ave	Holcomb	KS	67851	(800) 388-0983 ext.6674	Travel Center
Quick Pick, Inc.	Nageeb Alhaj	203 Main Street	Jetmore	KS	67854	(123) 456-7890	Travel Center
CRVS dba Eagle Store #8	Lee Stump	402 East Vanmeter Avenue	Johnson	KS	67855	(970) 522-0801	C Store
Shop Quik #6	Tom Roberts	821 East Chestnut St.	Junction City	KS	66441	(785) 762-7772	Travel Center
My Store III dba Speed Stop	Moussa Sobaiti	9801 Parallel Pkwy	Kansas City	KS	66109	831-905-1377	C Store
White's Foodliner - Kingman	Jordan 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 N Harrison St	Lindsborg	KS	67456	(316) 794-2226	Supermarket
White's Foodliner	Jordan White	1105 West Main	Lyons	KS	67554	3165559191	Supermarket
White's Foodliner - Medicine Lodge	Jordan White	225 S Iliff St	Medicine Lodge	KS	67104	(620) 532-3851	Supermarket
Love's Country Store 60_Norton_KS	Nick Bouse	303 W Holme St	Norton	KS	67654	(800) 388-0983 ext.6674	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	Jordan 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
Ray's Apple Market - Seneca	Mike Floersch	302 Castle Street	Seneca	KS	66538	785-632-2168	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	Mike Floersch	801 East Jesuit Lane	St Marys	KS	66536	(402) 729-2355	Supermarket
CRVS dba Eagle Store #12	Lee Stump	218 East Highway 36	St. Francis	KS	67756	(970) 522-0801	C Store
White's Foodliner dba St. John's Market	Jordan 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	Nick Bouse	1811 NW Brickyard Rd.	Topeka	KS	66618	(800) 388-0983 ext.6674	Travel Center
CRVS dba Eagle Store #7	Lee Stump	117 W Kansas St	Tribune	KS	67879	(970) 522-0801	C Store
Clasen, Inc dba Gene's Heartland Foods Wamego	Ray Gembala	1003 West Highway 24	Wamego	KS	66547	(316) 524-3238	Supermarket
Mai & Prisha LLC dba Grant's Lick Market	Pallavi Shah	971 Kenton Station Rd.	Alexandria	KY	41001	937-992-2747	C Store
Teg Food Stores	Ravinder Singh	813 Saloma Rd	Campbellsville	KY	42718	270-849-3456	C Store
Z4 Fuels LLC	Parvez Khutliwala & Ebrahin Jesani	5903 KY 28	Chavies	KY	41727	(404) 512-8138	C Store
Go Time #7 Corbin	Kim King	264 West Cumberland Gap Parkway	Corbin	KY	40701	(606) 620-5116	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
TEG Food Stores, LLC - Elizabethtown	Ravinder Singh	824 N Mulberry St	Elizabethtown	KY	42701	270-986-7902	C Store
Go Time 2 - Irvine, KY	Kim and Scott King	1402 Winchester Rd	Irvine	KY	40336	606-272-6700	C Store
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 St	Lancaster	KY	40444	606-272-6700	C Store
Love's Country Store 238_Shepherdsville_KY	Nick Bouse	1090 Cedar Grove Road	Shepherdsville	KY	40165	(800) 388-0983 ext.6674	Travel Center
Go Time #1	Kim and Scott King	12056 Campton Rd	Slade	KY	40376	1-606-663-7890	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 - Benton	Manjit Singh Warar	6602 Hwy. 3	Benton	LA	71006	(318) 560-0009	C Store
Food Junction, LLC #5 - Benton	Manjit Singh Warar	1198 Linton Road	Benton	LA	71006	(318) 560-0009	C Store
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
Brown's Grocery & Market, Inc. dba Brown's Food Center	Jim Brown	620 Main St #3500	Hackberry	LA	70645	337-762-4632	Supermarket
Victor's Fuel Stop, LLC - Kickapoo	Manjit Singh Warar	4144 Hwy 171	Kickapoo	LA	71030	(318) 560-0009	C Store
Brown's Neighborhood Market, Inc.	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, LLC - Mansfield	Manjit Singh	1239 Evans Loop	Mansfield	LA	71052	936-347-2042	C Store
Maurice Petroleum, LLC dba Wellcome Country Store	Satnam Singh	8300 Maurice Ave.	Maurice	LA	70555	(337) 274-1331	C Store
Love's Travel Stop & Country Store 806_Monroe_LA	Nick Bouse	335 Hwy 594	Monroe	LA	71203	(800) 388-0983 ext.6674	Travel Center
Food Junction, LLC #4 - Stonewall	Manjit Singh Warar	1137 Highway 171	Stonewall	LA	71078	(318) 560-0009	C Store
Pride Stores - Agawam, MA	Erin Stein	6 North Westfield Street	Agawam	MA	01001	860-966-2495	C Store
Pride Stores - Belchertown	Erin Stein	165 State Street	Belchertown	MA	01007	860-966-2495	C Store
Pride Stores - Chicopee, MA	Erin Stein	167 Chicopee Street	Chicopee	MA	01013	860-966-2495	C Store
Pride Truck Stop - Chicopee	Erin Stein	363 Burnett Rd.	Chicopee	MA	01020	860-966-2495	Travel Center
Greenridge Variety	Rakesh (Rocky) Shah	1086 South street	Dalton	MA	01226	(413) 684-1200	C Store
Pride Stores - East Longmeadow	Erin Stein	618 North Main St	East Longmeadow	MA	01028	860-966-2495	C Store
Pride Stores - Hadley	Erin Stein	25 Russell Street	Hadley	MA	01035	860-966-2495	C Store
Pride Stores - Holyoke, MA	Erin Stein	1553 Dwight Street	Holyoke	MA	01040	860-966-2495	C Store
Pride Stores - Northampton, MA	Erin Stein	375 King Street	Northampton	MA	01060	860-966-2495	C Store

Lotus Store 13 Inc. dba Shamrock Market	Glanee Patel	1116 St. James Ave	Springfield	MA	01104	413-231-7596	C Store
Pride Stores - Springfield - State St.	Erin Stein	700 State St	Springfield	MA	01109	860-966-2495	C Store
Pride Stores - Springfield, MA	Erin Stein	1110 Wilbraham Road	Springfield	MA	01109	860-966-2495	C Store
Pride Stores - Springfield-West St.	Erin Stein	77 West Street	Springfield	MA	01104	860-966-2495	C Store
Pride Stores - Westfield, MA	Erin Stein	234 East Main Street	Westfield	MA	01085	860-966-2495	C Store
Browning Foodland	Cheryl Disimone	406 Weber Road	Oakland	MD	21550	(301) 334-4411	Supermarket
North Country Store, LLC	Linda Cipriano	70 Main St	Bingham	ME	04920	207-672-6261	C Store
Elmers Country Store, LLC	Ab Morris	1039 US-1	Columbia Falls	ME	04623	207-598-6548	C Store
Corinth Market, Inc.	Alan Whitney	251 East Main St.	Dover-Foxcroft	ME	04426	207 - 285 7500	C Store
Circle K #7101 dba Mac's Convenience Stores, LLC - Gray	Lawrence Wentworth	225 Shaker Road	Gray	ME	04039	(207) 683-2124	C Store
C and K Variety	Tylor Perry	8 Billings Rd	Hermon	ME	04401	(207) 951-8068	C Store
7 Jackson's Corner Store	Paul Patel	1486 Alfred Road	Lyman	ME	04002	(207) 499-2919	C Store
Lloyds Family Market	Malarie Lloyd	10 Gilman Falls Ave.	Old Town	ME	04468	207-827-3701	C Store
Circle K #7110 dba Mac's Convenience Stores, LLC	Lawrence Wentworth	5 Bridge Street	Rumford	ME	04276	(207) 683-2124	C Store
MM CS Services dba MM CS Services #678	Larry Alvarez	161 E Main St	Searsport	ME	04974	843-250-7777	C Store
Circle K #7109 dba Mac's Convenience Stores, LLC	Lawrence Wentworth	48 Main Street	Winthrop	ME	04364	(207) 683-2124	C Store
Blarney Castle Oil Co. dba Baldwin EZ Mart	Tom Hutchinson	1210 Michigan Ave.	Baldwin	MI	49304	(231) 864-3111	C Store
Blarney Castle dba EZ-Mart - Big Rapids	Tom Hutchinson	710 South State St	Big Rapids	MI	49307	(231) 864-3111	C Store
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	Nick Bouse	3191 Capac Rd	Capac	MI	48014	(800) 388-0983 ext.6674	Travel Center
Blarney Castle Oil Co - Cedarville EZ Mart #307	Tom Hutchinson	159 West M 134	Cedarville	MI	49719	(231) 864-3111	C Store
Blarney Castle dba EZ-Mart - Charlevoix	Tom Hutchinson	12665 US 31	Charlevoix	MI	49720	(231) 864-3111	C Store
D Brothers Party Store Inc. #7	Amer Assaf	43544 Gratiot Street	Clinton Township	MI	48036	(586) 465-5957	C Store
Blarney Castle dba EZ Mart - Curran	Tom Hutchinson	2541 M-65	Curran	MI	48728	(231) 864-3111	C Store
Express Poultry-Dearborn, MI	Wissam Sabra	15038 West Warren	Dearborn	MI	48126	(313) 584-1020	Supermarket
Blarney Castle Oil Co dba EZ-Mart	Tom Hutchinson	29582 Channel Rd	Drummond Island	MI	49726	(231) 864-3111	C Store
Blarney Castle Oil Co. dba EZ Mart - East Jordan	Tom Hutchinson	651 Water St	East Jordan	MI	49727	(231) 864-3111	C Store

Elmer's County Market	Mike Dagenais	412 North Lincoln Road	Escanaba	MI	49829	906-789-0151	Supermarket
Sharif Market, Inc. dba EZ Stop	Karam Shango	2102 South Dort Highway	Flint	MI	48507	810-239-4445	Other
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
B & D Party Store, Inc.	William Brown	8974 Sand Beach Rd	Harbor Beach	MI	48441	989-550-8456	C Store
Convenience King	Edward Heath	240 South Broad Street	Hillsdale	MI	49242	517-740-8108	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	Tom Hutchinson	4440 Tone Rd	Kincheloe	MI	49788	(231) 864-3111	C Store
Blarney Castle Oil Co dba Lake City EZ Mart	Tom Hutchinson	414 Main St.	Lake City	MI	49651	(231) 864-3111	C Store
Pat's Foods - L'Anse	Joe Campioni	139 N Main St	L'Anse	MI	49946	(906) 482-7500	Supermarket
Kaabil Inc	Sunny Patel	812 W Laketon Ave	Muskegon	MI	49441	(231) 755-4887	C Store
Blarney Castle Oil Co dba Hilltop Express - Newaygo	Tom Hutchinson	6353 E 88th St	Newaygo	MI	49337-9245	(231) 864-3111	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	15895 Pine St,	Powers	MI	49874	(906) 753-4455	C Store
Blarney Castle Oil Co. dba EZ Mart - Rosebush	Tom Hutchinson	4130 E Rosebush Rd	Rosebush	MI	48878	(231) 864-3111	C Store
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
Blarney Castle Oil Co dba Hilltop Express	Tom Hutchinson	6398 E 36 St	White Cloud	MI	49349	(231) 864-3111	C Store
Don's I-94 Truck Stop	Bob Hanauska	310 8th Street South	Albany	MN	56307	(320) 845-4646	C Store
Jerry's Home Quality Foods	Jerry Hahn	105 1st Ave. N.	Arlington	MN	55307	(507) 237-5165	Supermarket
Orton's Audubon Cenex	Frank Orton	129 South 2nd Street	Audubon	MN	56511	218-547-1719	C Store
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
Ortons Convenience Stores - Cass Lake	Frank Orton	6864 US 2 NW	Cass Lake	MN	56633	218-547-1719	C Store
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
Hugo's Family Marketplace #5	Kristen Wings	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 Union Oil Co. dba Montevideo Granite Falls Co-op	Robin Enevoldsen	605 W Hwy 212	Montevideo	MN	56265	320-269-8861	C Store
Montevideo Market	Tim Dittes	132 W Nichols Ave	Montevideo	MN	56265	(320) 269-8274	Supermarket
Marketplace Foods Moose Lake	Randy Jeager	70 Arrowhead Lane	Moose Lake	MN	55767	(218) 485-4336	Supermarket
Mum's The Word, LLC dba Nicolett Mart	Kevin Schwartz	220 Main Street	Nicolett	MN	56074	507-232-3232	C Store
Hartman, Inc. dba Hartman's Supervalu Foods	Mike Hartman	149 1st Street NW	Ortonville	MN	56278-1437	(320) 839-2583	Supermarket
Hugo's Family Marketplace #11	Kristen Wings	101 4th Street East	Park Rapids	MN	56470	701-738-2942	Supermarket
Orton Motor, Inc. dba Orton's Park Rapids East Cenex	Frank Orton	1109 1st Street	Park Rapids	MN	56470	218-547-1719	C Store
Pine River Family Market	Steve Hagen	500 Front St	Pine River	MN	56474	218-587-2488	Supermarket
Hugo's Family Marketplace #7	Wally Walseth	215 Pennington Ave S	Thief River Falls	MN	56701	218-681-8555	Supermarket
Orton Cenex - Downtown Walker	Frank Orton	312 Minnesota Ave. NW	Walker	MN	56484	218-547-1719	C Store
Orton Oil Company dba Y Mart Cenex	Frank Orton	6854 Y Frontage Road NW	Walker	MN	56484	218-547-1719	C Store
Lindner Hagen Enterprises dba Doug's Supermarket	Steve Hagen	310 Main Avenue NE	Warroad	MN	56763	218-386-1246 ext 223	Supermarket
Karsch & Sons Inc dba Karsch's Village Market	John Karsch	1730 Old Hwy M	Barnhart	MO	63012	636-223-2300	Supermarket
Love's Travel Stop & Country Store 809_Bates City_MO	Nick Bouse	500 N. D Highway	Bates City	MO	64011	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 488_Bloomsdale_MO	Nick Bouse	8349 Enterprise Rd	Bloomsdale	MO	63627	(800) 388-0983 ext.6674	Travel Center
Ayers Oil Co. dba Ayerco Store #35 - Bowling Green	Brad Ayers	18048 MO-161	Bowling Green	MO	63334	660-727-3613	C Store
Ayers Oil Company dba Ayerco Store #28 - Canton	Brad Ayers	401 N. 4th Street	Canton	MO	63435	(573-288-4464	C Store
Niemann Foods dba County Market #409	Rusty Hagen	1805 Elm Street	Canton	MO	63435	(217) 221-5060	Supermarket
PAJCO dba Rhodes 101 Stop Store 135 - Cape Girardeau	Brent Anderson	546 S. Sprigg St.	Cape Girardeau	MO	63703	(573) 334-7733	C Store
PAJCO, Inc. dba Rhodes 101 Stop Store 180 - Cape Girardeau	Brent Anderson	449 S. Kingshighway	Cape Girardeau	MO	63701	(573) 334-7733	C Store
7 Express	Ron Crainshaw	14051 North State Highway 7	Climax Springs	MO	65324	(573) 347-2950	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3174	Roger Hudson	7701 Roanoke Dr	COLUMBIA	MO	65202	417-362-0030	C Store

Hannah's General Store	Mike Keeth	725 W. Jefferson Avenue	Conway	MO	65632	(417) 589-2327	C Store
Bwothel Stores LLC	Ram Kajani	1010 AD Highway	Dexter	MO	63841	573-891-1023	C Store
Warrenton Oil Co. dba FastLane #26 (Eolia)	Todd Corum	101 West Outer Road	Eolia	MO	63344	636-456-3346	C Store
Circle K 1613	Debbie D	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
MFA Petroleum Company dba Break Time Convenience Stores #3173	Roger Hudson	2213 Cardinal Dr	Fulton	MO	65251	417-362-0030	C Store
Niemann Foods dba County Market 182	Rusty Hagen	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
MFA Petroleum Company dba Break Time Convenience Store #3172	Roger Hudson	2755 Militia Dr.	Jefferson City	MO	65101	417-362-0030	C Store
Warrenton Oil Co. dba FastLane #31 (Jonesburg)	Todd Corum	512 First Street	Jonesburg	MO	63351	636-456-3346	C Store
Ayers Oil Company dba Ayerco Store #21 - Kahoka	Brad Ayers	442 S. Johnson St.	Kahoka	MO	63445	(573)-288-4464	C Store
Lipari Brothers Sunfresh	Laura Baugh	3110 Prospect Ave	Kansas City	MO	64128	816-924-1846	Supermarket
Brother's Market	Jay Devries	538 S. Business Hwy 13	Lexington	MO	64067	(913) 845-2949	Supermarket
Niemann Foods Inc. dba County Market- Louisiana	Rusty Hagen	3328 Georgia Street	Louisiana	MO	63353	(217) 221-5060	C Store
Warrenton Oil Co. DBA FastLane	Todd Corum	720 N. 3rd Street	Louisiana	MO	63353	636-456-3346	C Store
Love's Country Store 313_Matthews_MO	Nick Bouse	100 Love's Industrial Drive	Matthews	MO	63867	(800) 388-0983 ext.6674	Travel Center
Crossroads General Store, LLC	Shelley Wiler	707 South Sturgeon	Montgomery City	MO	63361	575-733-6178 Store	C Store
Warrenton Oil Co. dba FastLane #47 (Moscow Mills)	Todd Corum	240 College Campus Drive	Moscow Mills	MO	63362	636-456-3346	C Store
Warrenton Oil Co. dba FastLane #33 (T.R. Hughes)	Todd Corum	1001 Tom Ginnever	O'Fallon	MO	63366	636-456-3346	C Store
Niemann Foods dba County Market - Palmyra	Rusty Hagen	1208 South Main	Palmyra	MO	63461	(217) 221-5060	Supermarket
Plases 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

Trail's End Truck Stop	Tami Faulks	1303 US Hwy 136 W	Rock Port	MO	64482	(660) 744-6389	Travel Center
Straubs Fine Grocers dba Midtowne Markets	Sharon G. Laberta	317 Hawthorn 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	Jay Devries	402 East Price Street	Savannah	MO	64485	(913) 845-2949	Supermarket
Anjali Investments LLC dba Ruby's Liquors & Gas	Ramesh Gupta	320862 Hwy 37	Seligman	MO	65745	417-662-3400	C Store
Ayers Oil Company dba Ayerco Store #36 - Shelbyna	Brad Ayers	301 North Center Street	Shelbina	MO	63468	(573-288-4464	C Store
Love's Country Store 643_Sikeston_MO	Nick Bouse	1401 S Main St	Sikeston	MO	63801	(800) 388-0983 ext.6674	Travel Center
Warrenton Oil Co. dba FastLane #7	Todd Corum	3000 MO-94	St Charles	MO	63301	636-456-3346	C Store
Brother's Market- St Joseph	Jay Devries	1004 Fifth Avenue	St Joseph	MO	64505	(913) 845-2949	Supermarket
St Clair Country Mart	Tim Hensley	925 Plaza Drive	St. Clair	MO	63077	636-629-1137	Supermarket
Road Ranger, LLC #242	Tana Slater	22345 Highway 28	St. Robert's	MO	65584	(815) 315-4953	C Store
Strafford Samra INC	Paras Mishra	325 Evergreen St.	Strafford	MO	65757	417-300-7820	Travel Center
Brother's Market	Jay Devries	105 S. Moreau Ave.	Tipton	MO	65081	(913) 845-2949	Supermarket
Warrenton Oil Co. dba FastLane #32 (Troy)	Todd Corum	310 E Highway 47	Troy	MO	63379	636-456-3346	C Store
Niemann Foods dba County Market #392- Vandalia	Rusty Hagen	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 Co. dba FastLane #23 (North)	Todd Corum	1010 N. Highway 47	Warrenton	MO	63383	636-456-3346	C Store
LMC Convenience Store, LLC dba Interstate Food Mart	Michael Hadrick	26075 Highway 17	Waynesville	MO	65583	(573) 774-2973	C Store
Warrenton Oil Co. dba FastLane #36- Wentzville	Todd Corum	21 E Hwy N	Wentzville	MO	63385	636-456-3346	C Store
Snappy Mart #18	Eden Soloman	600 S Harris St.	Willow Springs	MO	65793	417-469-5560	C Store
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	Rusty Hagen	11 Winfield Plaza	Winfield	MO	63389	(217) 221-5060	Supermarket
BP Wright City	Ahmed Ridi	13190 E Veterans Memorial Parkway	Wright City	MO	63390	636-791-1280	C Store
Hope Starts, LLC dba I-69 Express	TOFAZZAL HOSSAIN	991 MS HWY 309	Byhalia	MS	38611	917-498-7822	C Store
SUN IV, LLC dba Sun Express	Sukhraj Singh	1442 W Peace St.	Canton	MS	39046	601-927-4009	C Store
Darling Market Place Inc.	Otis Buckley	179 Darling Rd	Darling	MS	38623	662-326-4289	C Store
Jordan's Kwik Stop #26	Jackie McClure	6125 Hwy 49N	Dundee	MS	38626	(870) 243-6243	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	Nick Bouse	730 Highway 80 East	Flowood	MS	39232	(800) 388-0983 ext.6674	Travel Center
Batesville Group LLC	Makram Alnumir	280 HWY 7 North	Grenada	MS	38901	(662) 226-0242	C Store
Love's Country Store 595_Gulfport_MS	Nick Bouse	9240 County Farm Road	Gulfport	MS	39503	(800) 388-0983 ext.6674	Travel Center
Blooming Olive, LLC dba Hernando BP	Sana Jain	665 E Commerce St	Hernando	MS	38632	404-786-0129	C Store
Hernando Food Mart	AKM Parvez Hafiz	8995 Hwy 304	Hernando	MS	38632	404-453-3783	C Store
GPM Southeast, LLC_dba_Holcomb Gas Mart	Ray Zeiher	8368 MS-7	Holcomb	MS	38940	804-730-1568, ext 1354	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	Nick Bouse	6138 Lake Norris Road	Lake	MS	39092	(800) 388-0983 ext.6674	Travel Center
Prudence LLC_dba_Slayden Market	Vikramjit Singh	2710 Hwy 72	Lamar	MS	38642	516-343-0151	C Store
Mantachie Express	Nabil Ali Eidhah	3590 Hwy 371	Mantachie	MS	38855	(662) 282-4752	C Store
Love's Country Store 393_Magnolia_MS	Nick Bouse	1119 Airport Fernwood Rd	McComb	MS	39648	(800) 388-0983 ext.6674	Travel Center
Pleasant Hill Market & Deli, Inc.	Majdy "George" Altayeh	230 Pleasant Hill Rd.	Nesbit	MS	38651	662-429-1177	C Store
24-7 Express, Inc.	Mofazzal (Rana) Hossain	9192 Hacks Cross Rd	Olive Branch	MS	38654	901-859-9391	C Store
Addy & Ana Inc	Anum Aslam Allahwala	4805 Bethel Rd	Olive Branch	MS	38654	901-335-7159	C Store
Bloomingcraft LLC dba The One	Rahim Khetani	620 Craft road N	Olive Branch	MS	38654	404-786-0129	C Store
Blue Bird Express #3, Inc.	Yaser (Jack) Saleh	8191 New Craft Rd.	Olive Branch	MS	38654	(662) 874-6304	C Store
Rebels Gas Mart	Abraham Aydah	505 Hwy 7 S.	Oxford	MS	38655	(662) 513-5000	C Store
West Union One Stop, LLC_dba_Store of Oxford	Mohammad Said	192 MS-30	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
Pontotoc Fuel Center	Yaser Alzobiry	458 S. Main St.	Pontotoc	MS	38863	(662) 200-2095	C Store
A&W Quick Stop LLC dba B-One Stop	Adel Badr	477 CR 514	Rienzi	MS	38865	662-286-9889	C Store
TriMurti Ent, LLC dba Senatobia Marathon	Parbat Khunti	509 East Main St.	Senatobia	MS	38668	662-562-0502	C Store

Shaw NAB LLC	Nasser Alwashim	208 Hwy 61 S	Shaw	MS	38773	(662) 579-3197	C Store
Terry Texaco Food and Gas LLC	Nav Thind	511 W Cunningham Ave	Terry	MS	39170	601-720-9956	C Store
Alowdi Express Corp. dba Thaxton One Stop	Amer Alowdi	60 Thaxton Rd.	Thaxton	MS	38871	662-607-0296	C Store
GPM Southeast, LLC_dba_Water Valley Gas Mart	Ray Zeiher	231 Frostland Drive	Water Valley	MS	38965	804-730-1568, ext 1354	C Store
Robin Hood of West Point	Ahmed Alamari	746 South Eshman Avenue	West Point	MS	39773	(662) 494-8975	C Store
Orbit Discount Store	Rashad Sana	1415 E Broadway St	Yazoo City	MS	39194	662-528-3327	C Store
Milligan's Inc. dba Stillwater Market	Steve Nummerador	2 South Woodard	Absarokee	MT	59001	(406) 328-4314	Supermarket
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	406-338-2165	Supermarket
Columbus IGA Plus #84	Denise Caton	133 North 5	Columbus	MT	59019	(406) 322-5718	Supermarket
Gary & Leo's Fresh Foods IGA - Conrad	Stacey Mathenson	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 93 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
Gary & Leo's Fresh Foods IGA - Havre	John Malisani	730 1st Street	Havre	MT	59501	(406) 265-1404	Supermarket
Beartooth Mountain Corporation Inc. dba Beartooth Market #87	Shawn Halvorsen	201 Oakes Ave N	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
Love's Country Store 714_Charlotte_NC	Nick Bouse	2603 Sam Wilson Rd	Charlotte	NC	28214-9087	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 667_Mebane_NC	Nick Bouse	1217 Trollingwood Hawfields Rd	Mebane	NC	27302	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 741_Reidsville_NC	Nick Bouse	2103 Barnes Street	Reidsville	NC	27320	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 507_Salisbury_NC	Nick Bouse	1105 Peeler Rd Ste 100	Salisbury	NC	28146	(800) 388-0983 ext.6674	Travel Center

Love's Country Store 497_Statesville_NC	Nick Bouse	229 Mocksville Hwy	Statesville	NC	28625	(800) 388-0983 ext.6674	Travel Center
Hugo's Family Marketplace #10	Kristen Wings	155 East 12th Street	Grafton	ND	58237	701-352-0770	Supermarket
Hugo's Family Marketplace	Kristen Wings	500 Demers Ave.	Grand Forks	ND	58203	218-773-2418	Supermarket
Hugo's Family Marketplace #2	Kristen Wings	1631 S. Washington	Grand Forks	ND	58201	(701) 772-3419	Supermarket
Hugo's Family Marketplace #3	Kristen Wings	1925 13th Ave. N.	Grand Forks	ND	58203	(701) 772-5531	Supermarket
Hugo's Family Marketplace #6	Kristen Wings	1315 Columbia Rd.	Grand Forks	ND	58201	701-772-7283	Supermarket
Hugo's Family Marketplace #8 Main Store	Kristen Wings	1750 32nd Ave. South	Grand Forks	ND	58201	(701) 746-0688	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 Wings	310 1st Ave. South	Jamestown	ND	58401	701-252-0981	Supermarket
Marketplace Food Main Store	Randy Jeager	1930 S Broadway	Minot	ND	58701	(218)751-9644	Supermarket
Marketplace Foods- Arrowhead	Randy Jeager	1600 2nd Ave SW	Minot	ND	58701	(218)751-9644	Supermarket
Marketplace Foods Broadway	Randy Jeager	1620 South Broadway	Minot	ND	58701	(218)751-9644	Supermarket
Marketplace North Hill	Randy Jeager	2211 16th St NW	Minot	ND	58701	(218) 485-4336	Supermarket
Love's Country Store 474_Williston_ND	Nick Bouse	13586 57th St NW	Williston	ND	58801	(800) 388-0983 ext.6674	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 St	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	De Lone Wilson	15625 C W Hadan Drive	Bennington	NE	68007	(402) 453-2468	C Store
Cubby's- Blair	De Lone Wilson	1458 Washington St	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	De Lone Wilson	4812 Howard Blvd	Columbus	NE	68601	(402) 453-2468	C Store
EZ Stop, Inc.	Jared Spang	535 U.S. 77	Cortland	NE	68331	(402) 798-7722	C Store
Ray's Apple Market - Fairbury	Mike Floersch	1415 K Street	Fairbury	NE	68352	(402) 729-2355	Supermarket
Gini, LLC dba 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
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	#N/A
Gordon Super Foods	Aaron Colton	401 Hwy 20	Gordon	NE	69343	308-282-0244	Supermarket

Cubby's- Gothenburg	De Lone Wilson	301 Southlake Ave.	Gothenburg	NE	68138	308-537-3202	C Store
Peterson's Supermarket	Steve Peterson	404 9th Street	Gothenburg	NE	69138	(308) 537-2048	Supermarket
Cubby's- Greenwood	De Lone 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
Bosselman Pump & Pantry, Inc.	Brandon Beck	400 W Elk St	Jackson	NE	68743	402-632-4949	C Store
Cubby's- Laurel	Delone Wilson	210 US 20	Laurel	NE	68745	(402) 453-2468	C Store
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, Inc. - Neligh	De Lone Wilson	210 L. Street	Neligh	NE	68756	308-537-3202	C Store
Cubby's, Inc. - Norfolk	De Lone Wilson	1303 Ta Ha Zouka Drive	Norfolk	NE	68701	308-537-3202	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- Old Market	De Lone Wilson	601 South 13th Street	Omaha	NE	68102	(402) 453-2468	C Store
Cubby's- Omaha (Mormon Bridge)	De Lone Wilson	9220 Morman Bridge Rd.	Omaha	NE	68152	(402) 453-2468	C Store
Western Oil dba Speedee Mart - 118th St.	John Dilsaver	5120 South 118th St.	Omaha	NE	68137	(402) 916-5273	C Store
Western Oil Inc dba Speedee Mart- Omaha	John Dilsaver	5205 S 72	Omaha	NE	68127	402-331-0505	C Store
Cubby's, Inc. - O'Neill	De Lone Wilson	204 East Hwy 20	O'Neill	NE	68763	(402) 453-2468	C Store
Ord Grocery Kart	Kiley White	136 North 15th	Ord	NE	68862	(308) 728-5861	Supermarket
Cubby's, Inc. - Pender	De Lone Wilson	701 S 4th Street	Pender	NE	68047	308-537-3202	Supermarket
Rae Valley Market, LLC	Larry Temme	315 Front Street	Petersburg	NE	68652	(402) 386-5771	Supermarket
Love's Travel Stop & Country Store 784_Schuyler_NE	Nick Bouse	979 Road E	Schuyler	NE	68661	(800) 388-0983 ext.6674	Travel Center
Panhandle Co-Op_dba_Main Street Market	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
Taylor Oil CO._dba_Taylor Quik Pik	Eric Taylor	306 4th street	Snyder	NE	68664	(402) 568-2665	Travel Center
Hometown Market	Blake Schwartz	813 6th St.	St Paul	NE	68873	308-754-4471	Supermarket

Maline's Super Foods	Scott and Kelly Carlson	100 West County Road 295	Sutherland	NE	69165	(308) 386-4757	Supermarket
Cubby's, Inc. - Syracuse	De Lone Wilson	110 N. 30th Road	Syracuse	NE	68152	308-537-3202	C Store
Cubby's, Inc. - Wakefield	De Lone Wilson	206 Oak Street	Wakefield	NE	68784	(402) 453-2468	C Store
Taylor Oil Co._dba_ Taylor Quick Pik	Eric Taylor	1716 North Lincoln	West Point	NE	69788	402-372-9119	Travel Center
Cubby's- Yutan	Delone Wilson	546 County Road M	Yutan	NE	68073	(712) 623-4444	C Store
Pier 19 Country Store, Inc.	Mahnaz Mahidashti	225 Governor Wentworth Hwy	Mirror Lake	NH	03853	(603) 515-7141	C Store
RNA Food Services	Romany Saleh	1347 John F. Kennedy Blvd	Bayonne	NJ	07702	917-979-0842	Other
ASU Food Stores dba Krauszer's	Umesh Chaudhari	807 Deal Rd	Ocean Township	NJ	07712	732-693-6156	C Store
Jefferson Hill Inc._dba_ Jefferson Hill Exxon	JOHN YUCEL	265 RT 15 S	Wharton	NJ	07885	(973) 366-1772	C Store
Love's Country Store 22_Clayton_NM	Nick Bouse	703 S 1st St	Clayton	NM	88415	(800) 388-0983 ext.6674	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	Nick Bouse	16 Andrews Hwy	Eunice	NM	88231	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 215_Gallup_NM	Nick Bouse	3380 W Historic Hwy 66	Gallup	NM	87301-6841	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 733_Las Vegas_NM	Nick Bouse	347 N. Grand Ave.	Las Vegas	NM	87701	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 257_Milan_NM	Nick Bouse	257 Horizon Blvd	Milan	NM	87021	(800) 388-0983 ext.6674	Travel Center
Love's Travel Center 817_Santa Teresa_NM	Nick Bouse	2401 Airport Rd.	Santa Teresa	NM	88008	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 262_Tucumcari_NM	Nick Bouse	1900 Mountain Road	Tucumcari	NM	88401	(800) 388-0983 ext.6674	Travel Center
Great Basin Foods	Paul & Roanne Christian	1 Broadway Street	Alamo	NV	89001	(775) 725-3341	Supermarket
Your Stop	Jagjit Singh	820 E Twain Ave	Las Vegas	NV	89169	702-445-2350	C Store
333 Eagles Landing Travel Plaza	Cary Huff	1057 S Lower Flat Top Dr.	Mesquite	NV	89027	801-920-9191	Travel Center
Love's Travel Stop & Country Store 857_Tonopah_NV	Nick Bouse	1170 US Hwy 95	Tonopah	NV	89049	(800) 388-0983 ext.6674	Travel Center
Mukti 590 Petroleum, Inc. dba Mukti Market	Charanjit Singh	119 Bruckner Blvd.	Bronx	NY	10454	917-215-7898	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) 444-5516	C Store
Shubh NY Inc. dba On The Way	Jay Goswami	2368 Hamburg TPKE	Lackawanna	NY	14218-2522	(716) 262-0145	C Store
Sliders Food Mart, Inc.	Cory Yager	6215 Number 4 Rd	Lowville	NY	13367	315-404-1420	C Store
Ports Petroleum dba Fuel Mart #767	John Crawford	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
GNC Petroleum, LLC dba Marathon Cincinnati	Jagtar Fantu	4011 Harrison Ave	Cincinnati	OH	45069	(513) 328-7500	C Store
Willowick Market, Inc. dba Euclid Mini Mart & Gas	Hussain Hussain	27611 Euclid Ave	Euclid	OH	44132	440-571-2022	C Store
Love's Country Store 370_Hubbard_OH	Nick Bouse	2586 N Main St	Hubbard	OH	44425-3244	(800) 388-0983 ext.6674	Travel Center
S & A Convenience Store LLC	Sandeep Kumar	2954 Cincinnati Dayton Rd	Middletown	OH	45044	513-649-8285	C Store
Love's Travel Stop & Country Store #744_Obetz_OH	Nick Bouse	6023 Alum Creek Dr.	Obetz	OH	43137	(800) 388-0983 ext.6674	Travel Center
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	Greg Love	2241 Fair Road	Sidney	OH	45365	(800) 388-0983	Travel Center
Janu Operations LLC dba AJ's Drive Thru	AJ Patel	1648 Linden Ave	Zanesville	OH	43701	740-453-7373	C Store
A And H Gas N Go Inc dba Ardmart Grocery & Deli	Samy Ahmad	1200 N Washington St.	Ardmore	OK	73401	(580) 465-3778	C Store
Love's Country Store 268_Atoka_OK	Nick Bouse	1935 S. Mississippi Ave	Atoka	OK	74525	(800) 388-0983 ext.6674	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	Nick Bouse	2150 Leavenworth Trail	Colbert	OK		(800) 388-0983 ext.6674	Travel Center
Love's Travel Stop & Country Store 821_Durant_OK	Nick Bouse	5278 W Main St.	Durant	OK	74701	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 385_Hinton_OK	Nick Bouse	4400 N Broadway Street	Hinton	OK	73047	(800) 388-0983 ext.6674	Travel Center
Maggie's Mini Mart, LLC	Julie O'Hair	915 South Broadway	Laverne	OK	73848	(580) 921-3302	C Store
Love's Country Store 74_Lindsay_OK	Nick Bouse	502 West Cherokee	Lindsay	OK	73052	(800) 388-0983 ext.6674	C Store

LittleField Express #4	Aaron Littlefield	1328 South Main	Muldrow	OK	74948	479-646-0595	C Store
Love's Country Store 274_Okemah_OK	Nick Bouse	102 West Coplin St	Okemah	OK	74859	(800) 388-0983 ext.6674	Travel Center
Stop N Go	Joy Redford	801 S. 14th	Ponca City	OK	74601	(580) 765-9128	C Store
Stucky's Travel Center, LLC	Omar Sid	9062 Hwy 69 South	Savanna	OK	74565	405-408-1029	Travel Center
Little Grocery & Deli Junction	Sumair Yaqub	11498 north hwy 99	Seminole	OK	74868	405-414-0127	C Store
Log Store North LLC	Jason Marzullo	14968 Hwy 82	Tahlequah	OK	74464	(918) 458-8018	C Store
Log Store South LLC	Jason Marzullo	16294 Hwy 62	Tahlequah	OK	74464	(918) 456-3014	C Store
Love's Country Store 638_Texhoma_OK	Nick Bouse	1430 US Hwy 54 E	Texhoma	OK	73949	(800) 388-0983 ext.6674	C Store
Love's Country Store 213_Tonkawa_OK	Nick Bouse	16501 W Fountain Road	Tonkawa	OK	74653	(800) 388-0983 ext.6674	Travel Center
Max Mart	Max Ayub	2218 N Harvard Ave	Tulsa	OK	74115	918-638-5525	C Store
Love's Travel Stop & Country Store 120_Vian_OK	Nick Bouse	706 S Thornton St.	Vian	OK	74962	(800) 388-0983 ext.6674	Travel Center
Love's Travel Stop & Country Store 794_Watonga_OK	Nick Bouse	1520 E Russworm Drive	Watonga	OK	73772	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 658_Watts_OK	Nick Bouse	3033 Hwy 412	Watts	OK	74964	(800) 388-0983 ext.6674	Travel Center
Country Market Inc	Khalil Alomari	40490 Old US Hwy 30	Astoria	OR	97103	615-310-2192	Supermarket
Metro Mart Inc	Jack Sign	1120 W Highland Ave	Hermiston	OR	97838	541-567-1699	C Store
Love's Country Store 372_Ontario_OR	Nick Bouse	1041 NW Washington Ave	Ontario	OR	97914	(800) 388-0983 ext.6674	Travel Center
GBPM, Inc., dba Alston Country Store & Video	Brar (Babou) Parvinder	25239 Alston Road	Rainier	OR	97048	503-556-9685 Store	C Store
CKB Energy, LLC dba The Trails	Carolyn Creasia	3709 SW 21st Pl	Redmond	OR	97756	253-883-1037	C Store
Love's Country Store 449_Troutdale_OR	Nick Bouse	400 NW Frontage Rd	Troutdale	OR	97060	(800) 388-0983 ext.6674	Travel Center
Tanish Convenience LLC DBA Your Choice at Lime Ridge	Naymesh Patel	6307 Columbia Blvd	Bloomsburg	PA	17815	732-996-3604	C Store
Love's Country Store 366_Jonestown_PA	Nick Bouse	22 Old Forge Road	Jonestown	PA	17038-8230	(800) 388-0983 ext.6674	Travel Center
Landhope Farms - Kennett Square - Unionville	Dennis McCartney	101 E. Street Road	Kennett Square	PA	19348	(610) 444-3300	C Store

Mann & Sidhu, Inc._dba_Bald Eagle Truck Stop	Jaymeet Mann	612 McElhatten Dr.	McElhatten	PA	17748	570-932-0864	C Store
SAI William LLC dba Your Choice	Ashok Patel	447 Broad St	Montoursville	PA	17754	570-368-3174	C Store
Jai Mahakali LLC dba Quick Shop 2	Maulik Patel	600 New Columbia Rd.	New Columbia	PA	17856	570-568-0220	C Store
Jai Ganesh Deva LLC dba Quick Shop 1	Maulik Patel	3 Fowlersville Rd.	Orangeville	PA	17859	570-336-4528	C Store
Landhope Farms - Oxford	Dennis McCartney	250 Limestone Road	Oxford	PA	19363	(610) 444-3300	C Store
Love Food, LLC	Madhur Pablani	548 Mauch Chunk Road	Palmerton	PA	18071	484-620-4130	C Store
Snow Shoe Travel Plaza Inc.	Kiran 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	(724) 715-7746	C Store
SAI Watson, LLC dba Your Stop	Ashok Patel	15 Main St	Watsonstown	PA	17777	570-951-7815	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
Irmo C-Mart	Tarunkumar Patel	7353 Nursery Rd.	COLUMBIA	SC	29212	(803) 749-4010	C Store
Love's Country Store 657_Cayce_SC	Nick Bouse	2015 Bluff Rd	COLUMBIA	SC	29201	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 333_Fort Mill_SC	Nick Bouse	135 Sutton Ridge Ln	Fort Mill	SC	29708-9400	(800) 388-0983 ext.6674	Travel Center
Khushi of Holly Hill, LLC_dba_K Market	Nick Patel	8707 Old State Rd	Holly Hill	SC	29059	(803) 759-0999	C Store
Love's Country Store 424_Lexington_SC	Nick Bouse	340 Longs Pond Road	Lexington	SC	29073	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 396_Newberry_SC	Nick Bouse	36 Dusty Road	Newberry	SC	29108	(800) 388-0983 ext.6674	Travel Center
Balajee Properties, LLC dba Lee's Quick Stop	Prashant Somani	3792 Byrnes Dr.	St Stephen	SC	29479	(843) 567-5378	C Store
Hloucha Enterprises dba Chamberlain Food Center	John Hloucha	100 Paul Gust Road	Chamberlain	SD	57325	605-234-5556	Supermarket
Big D Oil Company -Deadwood	Brenda Stedjee	402 Main Street	Deadwood	SD	57732	605-342--6777	C Store
Lakota Thrifty Mart - Dupree	Holly Whitewolf	409 5th St	Dupree	SD	57623	605-365-5816	Supermarket
GF Buche Co.	Chris McFayden	222 West Highway 18	Gregory	SD	57533	605-384-4300	Supermarket
GF Buche Co.	Chris McFayden	620 Highway 18	Mission	SD	57555	605-384-4300	Supermarket
Cubby's- Mitchell (West)	Delone Wilson	1700 West Haven	Mitchell	SD	57301	(605) 996-1951	C Store
GF Buche Co	Chris McFayden	560 S. 1st Street	Pine Ridge	SD	57770	605-384-4300	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, Inc. - Sioux City (Dakota Dunes)	Delone Wilson	200 N. Tower Road West	Sioux City	SD	57049	(605) 232-9263	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, Inc. - Sioux Falls (North Cliff)	Delone Wilson	3420 North Cliff Avenue	Sioux Falls	SD	57104	(402) 453-2468	C Store
GF Buche Foods - Sisseton	Chris McFadden	2410 SD Hwy 10	Sisseton	SD	57262	605-698-2510	Supermarket
Cubby's- Tea	Delone Wilson	101 W 1st Street	Tea	SD	57064	308-537-3202	C Store
GF Buche Co.	Chris McFayden	401 West Hwy. 46	Wagner	SD	57380	605-384-4300	Supermarket
GF Buche Co. - Winner	Chris McFayden	502 E 2nd St	Winner	SD	57580	605-384-4300	C Store
Saba Food & Deli	Shamsul Haque	1500 E Main St	Brownsville	TN	38012	(731) 772-2008	C Store
Shivu, Inc. dba Misty Market	Misty Patel	10172 SR 56	Coalmont	TN	37313	931-692-8000	C Store
Blooming Chase, LLC dba The One	Rahim Khetani	2310 N Germantown Pkwy	Cordova	TN	38016	404-786-0129	C Store
Love's Country Store 306_Dandridge_TN	Nick Bouse	1058 Deep Springs Road	Dandridge	TN	37725	(800) 388-0983 ext.6674	Travel Center
M & E Express, Inc.	Ehab Alhemyari	3474 Wilkinsville rd	Drummonds	TN	38023	901-518-6977	C Store
Tate Family Foods, LLC_dba_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	Nick Bouse	3070 Lake Rd	Dyersburg	TN	38024-1693	(800) 388-0983 ext.6674	Travel Center
Blooming Medina, LLC dba Medina Market	Ahud Hossain	2800 Old Medina RD	Jackson	TN	38305	678-499-5769	C Store
BJ Dawkins dba Dawkins C-Store	BJ DAWKINS	310 N Poplar St	Kenton	TN	38233	(731) 335-3230	C Store
Ramkibir 2018, Inc dba Lonsdale Market and Deli	Dharmendra (Harry) Patel	3208 Rudy St	Knoxville	TN	37921	(865) 524-5100 Store	C Store
Shreeji USA Inc._dba_Express Lane Market	Charlie Don	212 hwy 52 bypass east	Lafayette	TN	37083	(615) 666-5303	C Store
AMB Six Star, Inc. dba 64 Express	M D Bakkar	9108 Hwy 64	Lakeland	TN	38002	901-387-1475	C Store
McKenzie Eagle Food Mart	Sachin Patel	15980 Highland Dr.	McKenzie	TN	38201	(731) 393-0059	C Store
Airways Express, LLC	Ahmed Sharhan	2400 Airways Blvd	Memphis	TN	38114	(901) 743-4292	C Store
Bloomingwhitten LLC dba Fill n Chill	Masum Mostafa	2560 Kirby Whitten Rd	Memphis	TN	38133	803-404-7837	C Store
Blue Diamond BP	Sapthagiri Sangem	2205 E. Holmes Road	Memphis	TN	38116	(901) 207-7246	C Store
E-K Super Mart	Ekram Ibrahim	648 Chelsea Ave.	Memphis	TN	38107	901-376-5194	C Store

Fill-N-Go Travel Center Inc	Aymen Ayesh	3084 S 3rd St STE 102	Memphis	TN	38109	(901) 417-6249	Travel Center
In & Out Express	Faisal Nagjee	3276 Popular Ave.	Memphis	TN	38111	901-337-6167	C Store
ISRAA, Inc. dba Express Gas	Haitham Ayesh	2980 Thomas st	Memphis	TN	38127	(901) 357-1811	C Store
Millbranch Exxon LLC	Raheem Khetani	3201 Millbranch Rd	Memphis	TN	38116	9018300864	C Store
S-Mart	Saleem Virani	4890 Stage Rd	Memphis	TN	38128	(901) 386-2080	C Store
Stage BP Inc.	Nazrul Chowdhury	7245 Stage Rd	Memphis	TN	38113	901-213-9957	C Store
Freeway Express LLC dba Freeway Express	Basel Ziyadeh	1058 S. Parkway	Memphis TN	TN	38106	(901) 529-7315	C Store
Love's Travel Stop & County Store 796_Newport_TN	Nick Bouse	1129 Smokey Mountain Ln.	Newport	TN	37821	(800) 388-0983 ext.6674	Travel Center
Teague Store, LLC	William Bowling	12940 Highway 64	Somerville	TN	38068	(901) 465-9444	C Store
Pilot Travel Centers #149	Andra Matthew	7720 Highway 222	Stanton	TN	38069	(901)465-6128 Rest	C Store
Dahiba Inc dba Grundy Market	Misty Patel	142 Colyar Street	Tracy City	TN	37387	(423) 322-9945	C Store
Love's Country Store 629_White House_TN	Nick Bouse	1001 Hwy 76	White House	TN	37188	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 721_Alma_TX	Nick Bouse	105 SE Interstate IH 45	Alma	TX	75119	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 447_Anthony_TX	Nick Bouse	3000 Mountain Pass Blvd	Anthony	TX	79821-7256	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 610_Baird_TX	Nick Bouse	1333 US Hwy 283 N	Baird	TX	79504	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 696_Beaumont_TX	Nick Bouse	7495 Smith Rd.	Beaumont	TX	77713	(800) 388-0983 ext.6674	Travel Center
Love's Travel Center 767_Brownsville_TX	Nick Bouse	3400 Nafta Parkway	Brownsville	TX	78526	(800) 388-0983 ext.6674	Travel Center
Amtul Enterprises, Inc. dba EZ Way	Aziz Amtul	115 South Houston Street	Bullard	TX	75757	(903) 894-7241	C Store
Love's Country Store & Travel Center 836_Dalhart,_TX	Nick Bouse	12182 Hwy 87 N.	Dalhart	TX	79022	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 481_Deer Park_TX	Nick Bouse	7005 Hwy 225	Deer Park	TX	77536	(800) 388-0983 ext.6674	Travel Center
Albasha LLC dba Diana's Tiger Mart	Adeeb Sandugah	11658 State Hwy 154	Diana	TX	75640	430-625-2112	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	Nick Bouse	720 N Dumas Ave	Dumas	TX	79029	(800) 388-0983 ext.6674	Travel Center
SFKR, LLC	Shahzad Asghar	8917 FM 279	Edom	TX	75756	903-852-5600	C Store
Love's Country Store 214_El Paso_TX	Nick Bouse	1300 Horizon Boulevard	El Paso	TX	79928	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 298_Encinal_TX	Nick Bouse	28527 I-35	Encinal	TX	78019	(800) 388-0983 ext.6674	Travel Center
Western Refining Retail, LLC dba Howdy's	Rochelle Wolfe	1790 N. Fabens Rd	Fabens	TX	79838	336-937-4076	C Store
Amigos Flatonia Travel Plaza	Ali Mavani	1415 FM 609	Flatonia	TX	78941	832-466-2769	C Store
Food Junction, LLC dba Victors Fuel Stop	Manjit Singh	432 US Hwy 59 N	Garrison	TX	75946	936-347-2042	C Store
Churches Hill Grocery Inc. dba Jiffy Mart #6	Mubarak Bhandari	2850 E University Ave	Georgetown	TX	78626	(512) 869-7262	C Store
Seymour's Country Store	Brian Seymour	8580 US Hwy 271 South	Gilmer	TX	75645	903-734-4399	C Store
Seymour's Quick Stop #2	Brian Seymour	1298 E Broadway Ave	Gladewater	TX	75647	903-399-3199	C Store
Xpress Point	Tashi Sherpa	4303 Joe Ramsey BLVD	Greenville	TX	75401	903-494-5013	C Store
Southwest Conv. Stores dba 7-Eleven-Harrold	Nyerere Ellis	19765 US Hwy 287	Harrold	TX	76364	(940) 886-2661	Travel Center
Love's Country Store 231_Hillsboro_TX	Nick Bouse	1501 Corsicana Hwy	Hillsboro	TX	76645	(800) 388-0983 ext.6674	Travel Center
Hempstead Travel Plaza	Nick Panjwani	12914 Hempstead Rd	Houston	TX	77040	(832) 831-3260	Travel Center
Hobby Express Truck Stop	Mahedi Maknojiya	8702 Telephone Rd	Houston	TX	77061	(832) 659-0366	C Store
Love's Country Store 617_Hungerford_TX	Nick Bouse	350 E Walnut St	Hungerford	TX	77448	(800) 388-0983 ext.6674	Travel Center
AB PETROLEUM_DBA_HIGHWAY 6 MARKET	Younes Bendahou	610 E Cook St	Josephine	TX	75164	201-724-7241	C Store
Love's Travel Stop & Country Store #853- Kermit, TX	Nick Bouse	674 E State Hwy 302	Kermit	TX	79745	(800) 388-0983 ext.6674	Travel Center
Raina Food Mart, Inc. dba B & C Convenience	Amir Karovaliya	1600 N. Roy Reynolds Drive	Killeen	TX	76543	512-228-6025	C Store
Love's Travel Stop & Country Store 762_Laredo_TX	Nick Bouse	101 Pinnacle Rd.	Laredo	TX	78045	(800) 388-0983 ext.6674	Travel Center

Mines Retail, LLC dba Fuel America Travel Center	Sam Bhojani	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
KDCL Investment LLC	Surya Khadka	508 HWY 69	Lone Oak	TX	75453	(903) 662-9500	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
Love's Country Store 589_Lubbock_TX	Nick Bouse	4221 N, I-27	Lubbock	TX	79403	(800) 388-0983 ext.6674	Travel Center
Food Junction, LLC - Marshall	Manjit Singh Warar	5900 E End Blvd S	Marshall	TX	75672-9780	(318) 560-0009	C Store
Kabani Holding Company, Inc. dba Speedy Express #38	Kashif Kabani	10538 Hwy 359	Mathis	TX	78368	713-478-2193	C Store
Love's Country Store 623_Midland_TX	Nick Bouse	5200 Cholla Rd	Midland	TX	79706	(800) 388-0983 ext.6674	Travel Center
Road Ranger, LLC	Jim Lenon	9977 IH35 North	Moore	TX	78057	(815) 387-1700	C Store
Beaver Creek Investments, LLC Seymour's Quick Stop's #3 dba Cubbies Travel Center	Brian Seymour	2330 IH-30 E	Mount Pleasant	TX	75455	903-399-3199	C Store
Love's Country Store 279_Mount Vernon_TX	Nick Bouse	215 East I-30, N. Service Road, Exit 147	Mount Vernon	TX	75457	(800) 388-0983 ext.6674	Travel Center
Ezra & Aydin LLC dba Mustang Xpress	Shakil Prasla	10600 Hwy 183 S	Mustang Ridge	TX	78747	(512) 356-9023	C Store
Shaya Rehman Inc. dba Texas Country Store #2	Abdul Rahman	7411 Interstate 10 E	Orange	TX	77630	(409) 330-7869	C Store
Ore City Valero LLC	Santosh Dhakal	517 Hwy 259 S	Ore City	TX	75683	903-968-2038	C Store
Harvest Travel Center	Manuel Ramirez	92 FM 652	Orla	TX	79770	915-238-8203	Travel Center
Love's Country Store 678_Paris_TX	Nick Bouse	3215 N Main St	Paris	TX	75460	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 492_Pecos_TX	Nick Bouse	5202 S Cedar St	Pecos	TX	79772	(800) 388-0983 ext.6674	Travel Center
OMKAR Investments, LLC dba Pittsburg Corner Express	Bakkrishna Baniya	101 Noth Greer Blvd	Pittsburg	TX	75686	903-856-0630	C Store
Price Mart Express LLC	Michael Mitchell	3442 Hwy 42 S	Price	TX	75654	903-861-3643	C Store
Love's Country Store 662_Quanah_TX	Nick Bouse	1415 W 11th St	Quanah	TX	79252	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 673_Domino_TX	Nick Bouse	22406 US-59 N	Queen City	TX	75572	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 380_Rhome_TX	Nick Bouse	4800 East Highway 114	Rhome	TX	76078	(800) 388-0983 ext.6674	Travel Center

Sodhi & Rai, Inc. dba The Sportsman 2 Travel Plaza	Sukhdeep Rai	2040 N Stemmons St.	Sanger	TX	76266	(940) 777-0221	C Store
Schertz Express	Samir Panjwani	14425 I-10 Frontage Rd	Schertz	TX	78154	(830) 521-9175	Travel Center
Food Junction, LLC - Shelbyville	Manjit Singh	5270 SH-87	Shelbyville	TX	75973	936-598-6221	C Store
GoGo Shepherd Inc dba Big Kountry	Rafik Momin	10100 Hwy 59	Shepherd	TX	77371	(281) 675-2901	Travel Center
Love's Country Store 672_Sinton_TX	Nick Bouse	13886 FM1945	Sinton	TX	78387	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 700_Sonora_TX	Nick Bouse	3880 Loop 467	Sonora	TX	76950	(800) 388-0983 ext.6674	Travel Center
Road Ranger, LLC	Jim Lenon	601 US-277	Sonora	TX	76950	815-397-1700	C Store
Ghene's Inc. dba Super Food Mart 12	Murtafa Ghene	302 W Duval	Troup	TX	75789	(903) 842-3156	C Store
Love's Country Store 651_Van_TX	Nick Bouse	1188 S Oak St	Van	TX	75790	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 484_Weimar_TX	Nick Bouse	900 S Eagle St	Weimar	TX	78962	(800) 388-0983 ext.6674	Travel Center
Love's Country Store 518_Springville_UT	Nick Bouse	358 S 2200 W	Springville	UT	84663-5947	(800) 388-0983 ext.6674	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
Desi Properties, LLC dba Raceway	Nick Chowdhury	1740 East Hundred Road	Chester	VA	23836	(804) 681-0472	C Store
M A & Sons LLC dba Slip In Food Market	Ali Abushaar	1768 Sussex Dr	Emporia	VA	23847-6448	646-851-3050	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	Nick Bouse	145 Major Grahams Road	Max Meadows	VA	24360	(800) 388-0983 ext.6674	Travel Center
Flora Raceway, LLC	Sean Patel	5600 Jefferson Davis Hwy.	Richmond	VA	23234	757-633-6463	C Store
Khawaja Holdings, LLC_DBA_ Roanoke Shell	Saef Khawaja	1919 10th St NW	Roanoke	VA	24012	(540) 206-2046	C Store
Valley Petroleum, LLC dba Metro Express	Saef Khawaja	255 N Main St	Rocky Mount	VA	24151	(540) 238-2400	C Store
AMBE MATA LLC dba EZ Mart #11	Sanjay Patel	40 West 4th Street	Salem	VA	24153	540-387-3731	C Store

Londonderry Village Market	Mike Evans	5700 VT-100	Londonderry	VT	05148	802-434-5901	Supermarket
3347 Inc DBA Main Street Shell	Darin Singh	1204 East Main Street	Auburn	WA	98002	(253) 656-8137	C Store
Mas Investments LLC DBA Midtown Market	Akash Juneja	1534 6th St	Bremerton	WA	98337	360-627-8188	C Store
Pacific Liquor, Inc.	Punardeep Sandhu	4080 Wheaton Way	Bremerton	WA	98310	360-479-1152	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
Metro Mart - Connell, WA	Tony Singh	1 Eagle Crest Drive	Connell	WA	99326	(509) 416-0202	C Store
Tony's Market	Sonia Raman	1688 Grant Rd	East Wenatchee	WA	98802	206-973-9181	C Store
Alsaker Corp dba Broadway Travel Center	Dan Alsaker	2300 CANYON ROAD	ELLENSBURG	WA	98926	509 925-6161	Travel Center
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	Nick Bouse	1501 33rd Ave. E	Fife	WA	98424	(800) 388-0983 ext.6674	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	C Store
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
Streibel's Market, Inc.	Sunny Punnn	6018 North East State Hwy 104	Kingston	WA	98346	(360) 297-8066	C Store
BBC Oil LLC	Indy Basra	12706 Bridgeport Way SW	Lakewood	WA	98499	(253) 589-5066	C Store
Mortons Quicky Mart Shell	Victoria "Tori" House	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
Ritz Food Mart	Bob Bajwa	1507 S Bauman Rd	Ritzville	WA	99169	5096590443	C Store
Echo Falls Foodmart, Inc. dba Echo Falls Market Place	Mike Gill	19931 Fales Rd.	Snohomish	WA	98296	360-799-9076	C Store

SS Spokane LLC dba Full Stop	Ganta Gill	4417 W Wellesley Ave	Spokane	WA	99205	(509) 862-4960	C Store
Amerimart #4 - Spokane Valley	Dave Nagra	806 N Park Rd	Spokane Valley	WA	99212	(509) 443-3599	C Store
Mapar, Inc. dba Sumner Truck Stop	Manpreet "Mike" Gill	2320 136th Ave E	Sumner	WA	98390	253-863-9916	Travel Center
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	Paul Whaley	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
Park Ave Mart	Harry Samra	1771 Park Ave	Beloit	WI	53511	360-368-8360	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
LA Group Inc. dba Hoops Travel Plaza	Lakhbir Singh	636 Hoops Way	Coloma	WI	54930	715-228-3500	Travel Center
Refuel Pantry - Columbus	Lakhbir Singh	2200 West James St.	Columbus	WI	53925	262-237-0958	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 dba Pleasant Springs Travel Plaza	Ted Gement	2763 County Road N	Cottage Grove	WI	53527	608-877-0525	Travel Center
Madison Travel Plaza Inc dba Trucker's Inn Truck Stop	Lakhbir Singh	6162 US Hwy 51	DeForest	WI	53532	(608) 246-3040	Travel Center
Edgerton Truck Stop Inc. dba Edgerton Travel Plaza	Joel Accathara	568 Haugen Rd	Edgerton	WI	53534	608-884-9451	Travel Center
Provision Partners - Cenex - Fairchild	Troy Thompson	W 13007 U.S. Hwy 10	Fairchild	WI	54741	715-387-1291	C Store
Fall River Station, LLC dba Fall River Mobile	Lakhbir Sigh	722 Main Street	Fall River	WI	53932	(262) 237-0958	C Store
White Way Holdings, Inc. dba Town and Country Mart	Nirbhai Pangli	2050 Hwy MM	Fitchburg	WI	53575	608-835-1586	C Store
Pat's Foods - Florence	Joe Campioni	1000 Central Ave	Florence	WI	54121	(906) 482-7500	Supermarket
Randys Neighborhood Market - Galesville	Paul Whaley	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

K & A Petroleum, LLC dba East Side Mart	JOHN KRUEPKE	N168W19490 Main St	Jackson	WI	53037	(262) 707-7658	C Store
Cambeck Petroleum Corp. dba TA Janesville Travel Plaza	Jim Campbell	3222 Hwy 14 East	Janesville	WI	53546	608-751-8433 ext. 240	Travel Center
BP Kenosha Travel Plaza, LLC	Paul Bhardwaj	11800 Burlington Road	Kenosha	WI	53144	262-425-1520	Travel Center
Golden Oil Company, LLC_dba_ Somers Amoco	Paul Bhardwaj	1170 22nd Ave	Kenosha	WI	53140	262-425-1520	C Store
Glendale Metro LLC	Syed Aijaqraqui	7156 N Green Bay Ave	Milwaukee	WI	53209	414-540-1571	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	N51W34854 Wisconsin Ave	Okauchee	WI	53069	262-567-1996	C Store
Rivers Marketplace Inc. dba Red's Piggly Wiggly	Spencer Jari	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
Refuel Pantry - Oxford	Lakhbir Singh	110 E Ormsby St	Oxford	WI	53952	608-296-3791	C Store
Provision Partners - Pittsville	Troy Thompson	8315 State Hwy. 73-80	Pittsville	WI	54466	715-387-1291	C Store
Power Petroleum, LLC	Aziz Abdul	2500 Lathrop Ave	Racine	WI	53405	414-364-7860	C Store
Sparta Travel Center	Jaymin Patel	4105 Theater Road	Sparta	WI	54656	608-343-0565	Travel Center
Harry Om Inc._dba_Berry Vine_Cenex	Jaymin Patel	1800 Jellystore Park Drive	Warrens	WI	54666	698-378-3535	C Store
Randys Neighborhood Market - Whitehall	Paul Whaley	36394 Ellis St	Whitehall	WI	54773	563-886-3156	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
WACO Foods dba Craigsville Foodland	Desirae Spinks	99 Rose Street	Craigsville	WV	26205	304-742-5131	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	16 WV-16	Grantsville	WV	26147	304-354-6626	Supermarket
Little General - Huntington	Greg Darby	3905 16th Street	Huntington	WV	25701	(304) 253-9592	C Store
Kesner Enterprises, LLC dba Fox's Pizza Den	Kirk Kesner	567 S Mineral St	Keyser	WV	26726	(304) 788-1149	Other
Love's Country Store 378_Ripley_WV	Nick Bouse	3875 Charleston Rd	Ripley	WV	25271	(800) 388-0983 ext.6674	Travel Center
Big D Oil - Cheyenne, WY	Paul McArthur	4010 Whitney Rd.	Cheyenne	WY	82001	307-299-5917	C Store
Big D Oil Co. #29 -N. Greely	Clyde Mead	100 North Greely Hwy	Cheyenne	WY	82007	307-286-4032	Travel Center

Big D Oil Company - #37 - Gillette, WY	Joann Robertson	920 East Laramie St	Gillette	WY	82716	307-299-5917	Travel Center
Big D Oil Company #38_Gillette_WY	Joann Robertson	405 West Lakeway Drive	Gillette	WY	82718	(307) 686-1301	C Store
Mr. D's Food Center	Michelle Motherway	725 Main St.	Lander	WY	82520	(307) 332-2964	Supermarket
Big D - Laramie #44	Clyde Meade	1561 Snowy Range	Laramie	WY	82070	605-342-6777	C Store
Mr. D's Food Center - Powell	Davin Hill	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 ST	Torrington	WY	82240	(307) 532-3113	Supermarket
Love's Country Store 310_Wamsutter_WY	Nick Bouse	314 Kelly Road	Wamsutter	WY	82336	(800) 388-0983 ext.6674	Travel Center

List of Franchisees Who Have Signed Agreements as of 12/31/2023 But Outlet Is Not Yet Open Chester's Restaurants

Account Name	Street	City	State	ZIP/Postal Code	Primary Phone Number
Atmore Convenience 2, LLC dba Chevron Atmore	6202 Hwy 21 N	Atmore	AL	36502	205-649-0007
Perdido Convenience 4, LLC	21480 CO Road 47	Perdido	AL	36562	224-501-6785
Family Stops USA DBA Oakcrest Market	2000 Phoenix Ave	Fort Smith	AR	72901	(479) 646-3531
Jordan's Kwik Stop #77	no street number yet	Ozark	AR	72949	870-578-9585
Jordan's Kwik Stop #79	Exit 55	Clarksville	AR	72830	870-578-9585
Site Oil of Arkansas LLC dba Fuel Co. Malvern	1622 Dr. Martin Luther King Blvd	Malvern	AR	72104	501-766-2991
Albert Pike Food Mart, LLC	3039 Albert Pike Rd.	Hot Springs	AR	71913	5017662991
Lal's Best, Inc.	695 Harbour Way	Richmond	CA	94801	510-367-1945
Shannon Stores, Inc. dba Shannon's Mini Mart	1100 Shaffer road	Atwater	CA	95301	209-658-1409
Northgate Fueling, LLC dba Northgate Truck Stop	13900 Desert Sage Ave.	North Edwards	CA	93523	559-647-8549
San Pasqual Economic Development Corporation (SPEDC) dba Horizon Fuel C	31267 Valley Center Rd	Valley Center	CA	92082	760-593-4070
Larson Food Store	720 Wible Rd	Bakersfield	CA	93304	661-472-3717
Walnut Travel Center, Inc.	345 Walnut Ave	Greenfield	CA	93927	(559) 256-9800
K and S Petroleum, LLC dba Liquor N Go	424 Mill St	Colton	CA	92324	619-962-9250
TMP Corporation dba ExtraMile - Bakersfield	2140 East Brundage Lane	Bakersfield	CA	93307	1-661-747-1598
Zoomtech, Inc. dba Orange Show Shell	1194 S Waterman	San Bernadino	CA	92408	626-343-3067
Mr. Sodhi, Inc. dba Sportsman #3	490 Armory Rd	Barstow	CA	92311	559-779-7547
ADE 719, LLC dba Bradfordville Susie Q's	1500 Bannerman Rd	Tallahassee	FL	32313	850-894-9912
Nabeel Group of Companies, Inc. dba Salem Food Store	2869 Salem Road	Conyers	GA	30013	678-353-1302
AVA Development, LLC dba Susie Q #70	8 US-19	Camilla	GA	31730	229-336-0099
Horizon 4, Inc. dba Grab n Go	7194 GA 140	Adairsville	GA	30103	404-702-7702
Shree Ram 2023, LLC dba Raceway Thomasville	2500 Hwy 84 Bypass	Thomasville	GA	31757	678-462-1793

AAP Monticello, Inc. dba Monticello Market	552 Forsyth St.	Monticello	GA	31064	678-353-1302
Freedom Oil Company	18928 US-150	Bloomington	IL	61705	309-828-7750
Faizan Gas and Food, LLC	11387 W US-36	Losantville	IN	47354	765-853-5581
My Store III, Inc. dba TA Express	32501 W. 200th Street	Edgerton	KS	66021	785-594-1433
Melbourne Petroleum, Inc. dba Kwick Food Mart	403 Mary Ingles Hwy	Melbourne	KY	41059	646-338-7653
Perry's Village Variety, Inc. dba Village Variety	3225 Broadway Ste A	Glenburn	ME	04401	(207) 942-4522
UF Michigan LLC	935 S Grand Ave	Fowlerville	MI	48836	517-223-0869
Folk Oil Company, Inc. dba PS Food Mart #1042	655 Tecumseh Street	Dundee	MI	48131	517-740-8108
Warrenton Oil Co._dba_FastLane	6725 Hwy 6	Taylor	MO	63471	636-456-3346
Warrenton Oil Company dba FastLane	22450 MO-19	Center	MO	63436	6364563346
Shree Krishana LLC_dba_Ed's Superstop	102 West South Ave	Mendenhall	MS	39114	601-842-1259
Stop & Go Stores, LLC dba Stop & Go #63	429 W. Alexis Road	Toledo	OH	43612	419-776-2929
Voos, Inc. dba North Hampton Marathon	4020 Martin Dr	North Hampton	OH	45502	(304) 488-8753
Elliott Enterprises, LLC dba Alsville Crossing	45401 193rd street	Lake Norden	SD	57248	402-607-9634
G.F. Buche Co.	115 US-18	Pickstown	SD	57367	605-384-4300
East Memphis Investments, LLC dba The One	4585 Poplar Ave	Memphis	TN	38117	404-786-0129
Blooming Thomas, LLC	272 S Danny Thomas Blvd	Memphis	TN	38126	(901) 526-6191
2001 Antioch Pike LLC dba La Princesa Market	105 Haywood Lane	Nashville	TN	37013	914-689-1144
KPM Partners, LLC dba Soho Express	1520 College Ave	South Houston	TX	77587	(281) 888-6753
Hay Odessa, Inc.	3601 Billy Hext Rd	Odessa	TX	79765	832-925-9351
Soper C-Store, LLC	8805 Soper Hill Road	Marysville	WA	08270	2068998893
Teutonia Greentree, Inc.	6809 N. Teutonia Ave	Milwaukee	WI	53209	414-467-2795
Provision Partners Cooperative	1251 W Lincoln St	Augusta	WI	54722	715-650-7946

List of Franchisees Who Have Left the System Since January 1, 2023 Chester's Restaurants
If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Account Name	Primary Contact	Telephone		Address 1: City	State	Updated FDD Report Code w/ Transfers
SHRI SHANI SAI KRIPA INC. dba Texaco	Pratik and Khushi Patel	(256) 353-4707	819 6th Ave. NE	Decatur	AL	Termination
Jaisheet, LLC dba Kwik Serve	Krupesh Patel	(334) 414-1293		Montgomery	AL	Transfer
ADSH LLC Coal Hill	Sadiq Ali	(501) 679-7070		Coal Hill	AR	Non-Renewal
VKR Denville Enterprises, LLC	Asad Sheikh	479-495-3835	501 Main St	Danville	AR	Ceased Operations - Other Reasons
Gassville Gas N Go LLC	Shashi Goel	870-435-2100		Gassville	AR	Termination
Lions Stop	Ricky Sehgal	479-787-1007		Gravette	AR	Non-Renewal
Flash Market #29	Bill Reilly	864-626-5553		Marion	AR	Transfer
Star Petroleum LLC	Kashif Qureshi	518-708-4210		McCrory	AR	Non-Renewal
Flash Market #198	Bill Reilly	(870) 732-2242		Prairie Grove	AR	Transfer
MJ Superstop, Inc.	Jason Han	(870) 672-7120		Stuttgart	AR	Transfer
All Stop, Inc.	Jason Han	(501) 851-6815		Stuttgart	AR	Transfer
Flash Market #32	Bill Reilly	864-626-5553		Trumann	AR	Non-Renewal
Miraj, Inc. dba Miraj Flash Market	Bobby Sagheer	(501) 796-2300		Vilonia	AR	Non-Renewal
Team CB Petroleum - Phoenix	Charley Beck	(602) 454-7050	4737 East Broadway Road	Phoenix	AZ	Ceased Operations - Other Reasons
Countryside Village - Comanche	Dhanwant - Dan Brar	661-797-2500		Bakersfield	CA	Ceased Operations - Other Reasons
Timeless Investment dba E-Z Trip Shell	Arashk Jamaledin	(661) 764-6944	20662 Tracy Ave	Buttonwillow	CA	Ceased Operations - Other Reasons
Royal Truck Stop, Inc.	Adam Tabba	909-359-5048		Colton	CA	Ceased Operations - Other Reasons
B & G Group, Inc dba Fast Lane Central Valley - Lathrop	Hardeep Gill	707-431-3510		Lathrop	CA	Ceased Operations - Other Reasons
TA Operating, LLC dba Goasis - Wheeler Ridge	Cesar Espinoza	442-300-6527		Lebec	CA	Ceased Operations - Other Reasons
Parmar Petroleum, Inc. dba Gas N Stuff	Parwinder Pal Singh Parmar	559-877-2923		North Fork	CA	Transfer
SARG Oroville, Inc.	Surinder Kaur	530-586-1335		Oroville	CA	Ceased Operations - Other Reasons
S & S Baseline, Inc. dba San Bernardino Conoco	Lina Rabadi	818-668-4001		San Bernardino	CA	Non-Renewal
Attisha Enterprises, Inc.	Tanya Shaba	(619) 670-9861	2615 Sweetwater Springs Blvd	Spring Valley	CA	Non-Renewal
North Star Gas & Food Mart	Surrinder (Sunny) Moor	661-703-8961		Tulare	CA	Transfer
Ted's Supermarket - IGA #3316	Ted Amata	860-228-4311	127 Main Street	Hebron	CT	Ceased Operations - Other Reasons
Cristal Energy LLC	Juan Gonzalez	954-278-4897		Tampa	FL	Transfer
Swad Business, Inc. dba Exxon Food Mart (B.R. Mgmt)	Bahroz Cotardia	(404) 500-3237	3843 Jonesboro Rd. SE	Atlanta	GA	Ceased Operations - Other Reasons
Love's Country Store 405_Brunswick_GA	Nick Bouse	(800) 388-0983 ext.6674		Brunswick	GA	Ceased Operations - Other Reasons
Mount Zion Station, LLC	Sadrudin Hadwani	(855) 285-9595	2355 Mount Zion Parkway	Jonesboro	GA	Ceased Operations - Other Reasons
Plymel Foods, LLC	George Plymel	(229) 873-5562		Moultrie	GA	Transfer
Brother's Market - Cascade	Scott Edwards	(563) 852-3666		Cascade	IA	Ceased Operations - Other Reasons
Brother's Market - Clarion	Jay Devries	(913) 845-2949		Clarion	IA	Ceased Operations - Other Reasons
Brother's Market - Denver	Scott Edwards	319-406-0004		Denver	IA	Ceased Operations - Other Reasons
Ida Grove Food Pride	Tim Dittes	320-226-5592		Ida Grove	IA	Non-Renewal
Laurens Food Pride	Tim Dittes	320-226-5592		Laurens	IA	Non-Renewal
Mepo Foods	Stacy Massner	(319) 394-3236		Mediapolis	IA	Non-Renewal
Brother's Market - Parkersburg	Scott Edwards	641-622-2191		Parkersburg	IA	Ceased Operations - Other Reasons
Sac City Food Pride	Tim Dittes	320-226-5592		Sac City	IA	Non-Renewal
XO Food & Liquor	Sonny Sood	(319) 234-8977		Waterloo	IA	Termination
Niemann Foods dba County Market Express	Rusty Hagen	(217) 221-5060		Quincy	IL	Non-Renewal
Patel 135, Inc	Jayesh Patel	317-530-2666		Bargersville	IN	Non-Renewal

Account Name	Primary Contact	Telephone		Address 1: City	State	Updated FDD Report Code w/ Transfers
Gokul, Inc. dba Marathon Food Mart	Jayesh Patel	(765) 362-3440	1808 Indianapolis Rd.	Crawfordsville	IN	Ceased Operations - Other Reasons
JSP Corporation dba Marathon Food Mart	Jayesh Patel	765-362-2832		Crawfordsville	IN	Ceased Operations - Other Reasons
AJ Partnership	Jayesh Patel	317-245-7356		Indianapolis	IN	Ceased Operations - Other Reasons
Rahi Petroleum dba Shell Mart	Jayesh Patel	317-245-7356		Indianapolis	IN	Ceased Operations - Other Reasons
Stop 11, Vanish Corp	Mike Singh	(317) 865-9538	8010 South Madison Avenue	Southport	IN	Non-Renewal
Marathon Food & Gas	Gagan Singh	(812) 232-8852		Terre Haute	IN	Non-Renewal
Grant's Lick Market	Mitesh Vithal Patel	(859) 635-7714		Alexandria	KY	Transfer
RMB Food Mart, LLC	Snehalor Gautam Patel	(859) 289-6118		Carlisle	KY	Non-Renewal
Kentucky Lake Oil Co dba Pocket's Convenience Store	Bailey Futtrell	270-917-2100		Fulton	KY	Non-Renewal
Fydah Foods, LLC dba Lextime - Georgetown	Ali Azhar	(502) 603-8222	1005 Lemons Mill Rd	Georgetown	KY	Ceased Operations - Other Reasons
Super Quik, Inc. #8	Mark Lehman	606-232-6033		Grayson	KY	Non-Renewal
Cox Food Group dba Manchester IGA	Martin Cox	(606) 785-3140		Manchester	KY	Non-Renewal
Kentucky Lake Oil Company dba Pocket's #115	Bailey Futtrell	270-917-2100		Murray	KY	Non-Renewal
Kaival Krupa Inc. dba Quickstop #2	Snehal "Alex" Patel	606-368-2830		Pippa Passes	KY	Ceased Operations - Other Reasons
South Shore Foodland	Mark McCane	606-932-3119		South Shore	KY	Non-Renewal
Lextime LLC dba BP Winchester	Ali Azhar	(859) 737-3372		Winchester	KY	Termination
Food Junction, LLC - Arcadia	Manjit Singh Warar	(318) 560-0009		Arcadia	LA	Ceased Operations - Other Reasons
Love's Country Store 523_Duson_LA	Nick Bouse	(800) 388-0983 ext.6674		Duson	LA	Ceased Operations - Other Reasons
Pride Stores - Ludlow, MA	Erin Stein	860-966-2495		Ludlow	MA	Ceased Operations - Other Reasons
Hungry Hill, Inc. dba Shamrock Market	Ron Teji	413-221-0553		Springfield	MA	Transfer
Gowell's Store, Inc. dba Gowell's Market	Bill & Bonnie Nolin	(207)782-2000 Store		Auburn	ME	Termination
Leadbetter's Super Stop - Bangor, Broadway	Jeff Leadbetter	207-942-3663		Bangor	ME	Ceased Operations - Other Reasons
Leadbetter's Super Stop - Hammond	Jeff Leadbetter	207-941-2100		Bangor	ME	Ceased Operations - Other Reasons
Leadbetter's Super Stop - Bangor, Stillwater	Jeff Leadbetter	207-942-4500		Bangor	ME	Ceased Operations - Other Reasons
Leadbetter's Super Stop - Bucksport	Jeff Leadbetter	207-469-4242		Bucksport	ME	Ceased Operations - Other Reasons
C.N. Brown dba The Big Apple Convenience Store - Corinna	Megan Muldune	207-743-4200 Ext 2113		Corinna	ME	Non-Renewal
Circle K #7112 dba Mac's Convenience Stores, LLC	Lawrence Wentworth	(207) 683-2124		Greene	ME	Ceased Operations - Other Reasons
Tom T Convenience	William Jordan	207-943-3204		Hermon	ME	Ceased Operations - Other Reasons
Leadbetter's Super Stop - Holden	Jeff Leadbetter	207-843-6411		Holden	ME	Ceased Operations - Other Reasons
LI'S Express	Dharmendra Raval	207-943-2816		Milo	ME	Ceased Operations - Other Reasons
C.N. Brown dba The Big Apple Convenience Store - Orland	Megan Muldune	207-743-4200 Ext 2113		Orland	ME	Non-Renewal
C.N. Brown dba The Big Apple Convenience Store - Oxford	Megan Muldune	207-743-4200 Ext 2113		Oxford	ME	Non-Renewal
Maritime Energy dba Maritime Farms Steamboat	Karrie Heald	207-548-2728		Searsport	ME	Transfer
C.N. Brown Company dba The Big Apple Convenience Stores	Megan Muldune	207-743-4200 Ext 2113		Turner	ME	Non-Renewal
Dakroub Inc._dba_AAA Chester's	Ali Dakroub	313-910-6463		Dearborn	MI	Non-Renewal
Mozham Pizza Inc dba Chester's Big Guys	Mohammed Mozham	313-778-6205		Dearborn	MI	Ceased Operations - Other Reasons
Express Poultry & Fish DH LLC	Wissam Sabra	(313) 584-1020		Dearborn Heights	MI	Ceased Operations - Other Reasons

Account Name	Primary Contact	Telephone		Address 1: City	State	Updated FDD Report Code w/ Transfers
Pantry Restaurant & Truck Stop	Jim Damitz	906-474-2118		Rapid River	MI	Non-Renewal
Zaia Boys Inc dba Shell Food Mart	Sam Odish	586-698-2071		Sterling Heights	MI	Non-Renewal
Don's Food Pride - Appleton	Timothy Dittes	320-289-1731		Appleton	MN	Non-Renewal
Tim's Food Pride	Tim Dittes	320-769-4377		Dawson	MN	Non-Renewal
Grand Central Market, Inc. dba Central Market	John Lofberg	218-844-3663		Detroit Lakes	MN	Non-Renewal
Mille Lacs Band of Ojibwe_Grand Market Grocery	Tom Hass	320-532-4055		Onamia	MN	Ceased Operations - Other Reasons
Keystone, Inc. dba Central Market	John Lofberg	218-346-6750		Perham	MN	Non-Renewal
Red Lake Retail Center, Inc._dba_Red Lake Chippewa Trading Post	Allen Retz	218-679-2325		Red Lake	MN	Non-Renewal
C & R Central Office dba C & R Supermarkets - Boonville	Mark Thomas	(660) 385-2151		Boonville	MO	Non-Renewal
C & R Central Office dba C & R Supermarkets - California	Mark Thomas	(660) 385-2151		California	MO	Non-Renewal
C & R Central Office dba C & R Supermarkets - Fayette	Mark Thomas	(660) 385-2151		Fayette	MO	Non-Renewal
Warrenton Oil Co. dba FastLane #48 (Tanglewood)	Todd Corum	636-456-3346		Fulton	MO	Transfer
C & R Central Office dba C & R Supermarkets - Fulton	Mark Thomas	(660) 385-2151		Fulton	MO	Non-Renewal
C & R Central Office dba C & R Supermarket #2013 - Macon	Mark Thomas	(660) 385-2151		Macon	MO	Non-Renewal
M&J Coslet Express Mart	Jesse Coslet	1-800-467-5044	161 S Benton Suite 2	Marshall	MO	Non-Renewal
C & R Central Office dba C & R Supermarket #477 - Monroe City	Mark Thomas	(660) 385-2151		Monroe City	MO	Non-Renewal
Retail Grocer Dynamics Corps dba Laney's	Christopher Veach	417-267-2234		Pleasant Hope	MO	Non-Renewal
C & R Central Office dba C & R Supermarket #471 - Shelbyna	Mark Thomas	(660) 385-2151		Shelbina	MO	Non-Renewal
C & R Central Office dba C & R Supermarkets-Slater	Mark Thomas	660-529-3113		Slater	MO	Non-Renewal
Sharps Market Inc	Doug Sharp	816-640-2431		Weston	MO	Non-Renewal
Denson Food Mart Inc. Chevron - Bay Springs	Lloyd Denson	(601) 764-2945	2828 MS-15 N	Bay Springs	MS	Ceased Operations - Other Reasons
Denson Oil Co dba Red Apple Texaco - Brandon	Lloyd Denson	(601) 825-0452		Brandon	MS	Ceased Operations - Other Reasons
Brandon Chevron LLC	Jaspreet Singh	601-824-0748		Brandon	MS	Non-Renewal
Fuel Track LLC	Gurdev Kanjob	626-422-2323		Canton	MS	Termination
Denson Oil Co dba Red Apple Texaco - Flowood	Lloyd Denson	601-970-1085		Flowood	MS	Ceased Operations - Other Reasons
Denson Oil Co dba Red Apple Texaco - Forest	Lloyd Denson	(601) 764-9570		Forest	MS	Ceased Operations - Other Reasons
Those Guys LLC dba The Landing	Channing Hodges	(662) 455-1745		Greenwood	MS	Ceased Operations - Other Reasons
Sayle Oil Co. Inc. dba Holcomb Gas Mart	Eddie Barnes	(662) 226-4039		Holcomb	MS	Transfer
1535 Nail Rd Express LLC	Alex Ali	(901) 523-0381		Horn Lake	MS	Ceased Operations - Other Reasons
Sunny Shell dba Sunny Truckstop	Jay Singh	601-951-1534		Pickens	MS	Non-Renewal

Account Name	Primary Contact	Telephone		Address 1: City	State	Updated FDD Report Code w/ Transfers
Denson Oil Co dba Red Apple Chevron - Stringer	Chris Denson	(601) 428-5253		Stringer	MS	Ceased Operations - Other Reasons
Hajar Enterprises, Inc.	Hajar Obad	662-357-7151		Tunica	MS	Ceased Operations - Other Reasons
Sayle Oil Co dba Water Valley Gas Mart	Eddie Barnes	(662) 473-4957		Water Valley	MS	Transfer
Denson Oil Co dba Red Apple Chevron - Waynesboro	Chris Denson	(601) 735-9687		Waynesboro	MS	Ceased Operations - Other Reasons
Love's Travel Stop & Country Store 789 - Great Falls, MT	Nick Bouse	(800) 388-0983 ext.6674		Great Falls	MT	Non-Renewal
C.N. Brown dba The Big Apple Convenience Store - Berlin	Megan Muldune	207-743-4200 Ext 2113		Berlin	NH	Non-Renewal
C.N. Brown dba The Big Apple Convenience Store - Lancaster	Megan Muldune	207-743-4200 Ext 2113		Lancaster	NH	Non-Renewal
Williamsbridge Gas & Convenience (BW Petro)	Adam Wolf	516-997-9300		Bronx	NY	Transfer
Santosh Petro, LLC	Vineet Gupta	(513)681-0103		Cincinnati	OH	Ceased Operations - Other Reasons
TEG - Word, LLC	Amsale Zewge	513-582-2994		Cincinnati	OH	Ceased Operations - Other Reasons
Veer Petroleum LLC DBA Loveland Shell	Sanjeev Kaushal	917-880-6776		Loveland	OH	Non-Renewal
Ken Price, LLC dba Boland's Mini Mart	Chris Boland	(740) 858-9566	16709 US HWY 52	West Portsmouth	OH	Non-Renewal
Sham LLC dba Stella Food Mart	Salim (Sam) Panjwani	405-386-6373		Newalla	OK	Termination
Sangria LLC	Moheb M Youseff	(405) 367-7504	7944 W Hefner Rd	Oklahoma City	OK	Termination
Y & M Quickstop, LLC	Mamoun (Moe) Aknan	(814) 735-4003	16490 Lincoln Hwy	Breezewood	PA	Termination
Regal Investments of Nepa, LLC dba Convenient Food Mart	John Regal	570-233-6439		Carbondale	PA	Ceased Operations - Other Reasons
Mani D Corp. dba Ziffy's	Bhavesh "Billy" Patel	(610) 273-3024	4031 Horseshoe Pike	Honey Brook	PA	Ceased Operations - Other Reasons
Bald Eagle Truck Stop	Sharanjit "Sonny" Singh	(570) 769-6455		McElhatten	PA	Transfer
Reed Oil dba Last Minit Mart - New Castle	Jeff Taylor	(724) 658-3991		New Castle	PA	Non-Renewal
Reed Oil dba Last Minit Mart - New Wilmington	Jeff Taylor	(724) 946-8672		New Wilmington	PA	Non-Renewal
Miles City WSD LLC DBA Sparta Gas Station & Mini Mart	Wadia Daoud	570-760-4535		Warrington	PA	Non-Renewal
Garden Spot - Greenville	Nick Patel	(864) 295-3014		Greenville	SC	Ceased Operations - Other Reasons
Love's Country Store 326_Orangeburg_SC	Nick Bouse	(800) 388-0983 ext.6674		Orangeburg	SC	Ceased Operations - Other Reasons
Arlington Travel Center	Nadiya Moosani	(901) 867-8025	4935 Airline Rd.	Arlington	TN	Non-Renewal
Star Market, Inc.	Salah Ayyeh	731-663-2003		Bells	TN	Non-Renewal
101 Travel Center	Sal Shwfer	631-375-7774		Cedar Grove	TN	Non-Renewal
Mikhail, Inc. dba One N All 3	Ali Bhamani	901-319-8761		Collierville	TN	Non-Renewal
Heer & Heer Inc dba T-Mart	Vick Heer	(931) 528-0327		Cookeville	TN	Non-Renewal
Tony's Cee Bee, Inc. dba Tony's Foodland	Tony Hunter	615-876-2203		Joelton	TN	Ceased Operations - Other Reasons
Lakeland Food & Fuel	Akbar Roopani	901-387-1475		Lakeland	TN	Transfer
Love's Country Store 344_Memphis_TN	Nick Bouse	(800) 388-0983 ext.6674		Memphis	TN	Ceased Operations - Other Reasons
ZMR Investment, LLC dba Red Lion	Ali Bhamani	901-319-8761		Memphis	TN	Non-Renewal
Rupani and Sons dba Eden's Market	Mike Rupani	901-365-0119		Memphis	TN	Non-Renewal
Gas and Food Mart Inc.	Nawaz Virji	901-523-0381		Memphis	TN	Ceased Operations - Other Reasons
Holmes Marathon	Amin Budhwani	901-343-0957		Memphis	TN	Ceased Operations - Other Reasons

Account Name	Primary Contact	Telephone		Address 1: City	State	Updated FDD Report Code w/ Transfers
5 Star Express Inc.	Gizman Yusuf	901-249-3619		Memphis	TN	Ceased Operations - Other Reasons
Bappa Morya, Inc. dba White Oak Shell	Sanket Patel	(731) 687-3391	9647 Hwy 22 North	Milledgeville	TN	Non-Renewal
Gabo Mart	Yusuf Abdulahi	(901) 872-1372	4629 Navy Rd	Millington	TN	Ceased Operations - Other Reasons
Disha, Inc. dba Westwood Warehouse	Dharmesh Patel	731-642-5515		Paris	TN	Non-Renewal
Quick Deal Enterprises Inc. dba JRS Minute Maid	Jawed Ali	713-240-0639		Baytown	TX	Ceased Operations - Other Reasons
Centerville Texan LLC	Altaf Hussain	430-217-9915		Centerville	TX	Non-Renewal
Five River Petroleum	Penny Sidhu	903-663-0200		Diana	TX	Transfer
Love's Country Store 284_Edinburg_TX	Nick Bouse	(800) 388-0983 ext.6674		Edinburg	TX	Ceased Operations - Other Reasons
Fuel City Haltom City, LLC	Joseph Bickham	(214) 426-0011		Haltom City	TX	Ceased Operations - Other Reasons
Five River Petroleum Inc. dba Penny's Food & Fuel #6	Penny Sidhu	903-553-9298		Longview	TX	Ceased Operations - Other Reasons
High Country Fuels	Cary Huff	801-920-9191		Beaver	UT	Ceased Operations - Other Reasons
Love's Country Store 706_Staunton_VA	Nick Bouse	(800) 388-0983 ext.6674		Staunton	VA	Ceased Operations - Other Reasons
Olin Oil Corp. dba Trackside Mobil	Kristin Olmedo	(608) 897-8601		Brodhead	WI	Non-Renewal
Pelkin's Foods Inc dba: Pelkin's Piggly Wiggly	Russ Pelkin	920-897-3139		Coleman	WI	Non-Renewal
Durand Fresh Market	Phil Nyberg	715-672-5971		Durand	WI	Ceased Operations - Other Reasons
Wimiles, Inc dba Pit Row	Ranbir Shergill	(920) 884-9996	2590 University Ave.	Green Bay	WI	Ceased Operations - Other Reasons
Simonar Shell	Dale Simonar	(920) 845-9342		Luxemburg	WI	Non-Renewal
Refuel Pantry	Lakhbir Singh	715-228-3500		Portage	WI	Ceased Operations - Other Reasons
State Street BP	Steve Bhardwaj	(262)637-0183 Store		Racine	WI	Non-Renewal
St. Germain Sentry Foods	David Weber	715-479 9150		Saint Germain	WI	Ceased Operations - Other Reasons
David K. and Ellen M. Schmitz, Inc._dba_Schmitz's Economart	Ted Schmitz	715-635-2836		Spooner	WI	Non-Renewal
Riiser Fuels, LLC - #51 West Bend	Tony Morgese	(262) 510-7742		West Bend	WI	Ceased Operations - Other Reasons
Shell West	Pat Osowski	262-335-9999		West Bend	WI	Ceased Operations - Other Reasons
Super Quik, Inc. 15	Gary Fisher	(606) 393-3247		Kenova	WV	Non-Renewal

List of Franchisees Who Have Left the System Since January 1, 2024 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
Sam Alhallak	Putnam	CT	860-963-9465
Bobby Chaudhari	Cumberland	KY	606-589-0001
Karam Shango	FLINT	MI	810-239-4445
Parvez Khutliwala & Ebrahin Jesani	Chavies	KY	(404) 512-8138
Mohammed Sazad	Leavenworth	KS	913-682-8747
Kashif Kabani	Mathis	TX	713-478-2193
Punardeep Sandhu	Bremerton	WA	360-479-1152
Money Samra	San Simon	AZ	818.518.8648
Greg Darby	Huntington	WV	(304) 253-9592

EXHIBIT F

STATE ADDENDA AND AGREEMENT RIDERS

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**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 Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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:

Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges. Please amend the Minnesota Addendum accordingly.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

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 following is added to the end of the “Summary” section of Item 17(q):

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

2. 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.

VIRGINIA

Additional Disclosure. The following statements are added to Item 17.h.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for CHESTER’S INTERNATIONAL, LLC, an Alabama limited liability company, for use in the Commonwealth of Virginia shall be amended as follows:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**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 27 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: _____
---	--

FOR USE IN MARYLAND

____ (“Licensee,” “you,” or “your”).

will be located or operated in Maryland.

language:

claims arising under the Maryland Franchise Registration and Disclosure Law.

Franchise Agreement:

we grant you the franchise.

on the date stated above.

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

3. **Liquidated Damages.** The following language is added to the end of Section 14 of the Agreement:

Pursuant to Section 80C.14, Chapter 2860.4400, paragraph (J) of the Rules and Regulations promulgated by the Securities Division of the Minnesota Department of Commerce pursuant to the Minnesota Franchise Act, this Franchise Agreement shall not, to the extent prohibited by law, provide for liquidated damages upon the occurrence of any event.

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, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of this Agreement.

5. **Waiver of Jury Trial.** The second sentence of Section 26 of the Agreement is deleted in its entirety.

6. **Governing Law.** Section 27 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	LICENSEE
By: _____	_____ [Name]
Title: _____	By: _____
DATED: _____	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 18 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 19 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 24 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 27 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	LICENSEE
By: _____	_____ [Name]
Title: _____	By: _____
DATED: _____	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. **Liquidated Damages.** The following language is added to the end of Section 14 of the Agreement:

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. **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.

4. **Governing Law.** Section 27 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 27 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: _____
---	---

**WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT, THE
FRANCHISE AGREEMENT, FRANCHISE REPRESENTATIONS, AND RELATED
AGREEMENTS**

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.

EXHIBIT G

FINANCING AMENDMENT TO THE AGREEMENT AND A PROMISSORY NOTE

**CHESTER'S FINANCING AMENDMENT
TO AGREEMENT FOR CHESTER'S IN-STORE OR NON-TRADITIONAL RESTAURANT**

THIS FINANCING AMENDMENT TO AGREEMENT FOR CHESTER'S IN-STORE OR NON-TRADITIONAL RESTAURANT ("Financing Amendment") is made effective as of _____, 202__ (the "**Financing Amendment Effective Date**"), by and among Chester's International, LLC, an Alabama limited liability company ("**Chester's**"); _____ ("**Licensee**"); and _____ ("**Owner**"). Terms not otherwise defined herein will have the meaning attributed to them in the Agreement (as defined below).

RECITALS

- a. Chester's and Licensee are parties to a Chester's International, LLC Agreement for Chester's In-Store or Non-Traditional Restaurant dated _____ (the "**Chester's Agreement**") relating to the Chester's restaurant (the "**Chester's restaurant**") to be operated at _____. Owner is/are the Owner of Licensee and Owner of Licensee's obligations under the Chester's Agreement.
- b. Licensee has requested permission to finance a portion of equipment, signage, fixtures, and product inventory required to develop the Chester's restaurant under the Chester's Agreement through Chester's.
- c. Chester's is willing to permit Licensee to finance a portion of equipment, signage, fixtures, uniforms and product inventory required to develop the Chester's restaurant under the Chester's Agreement through Chester's, all as set forth in this Financing Amendment and the Promissory Note attached as Exhibit A ("**Note**").

AGREEMENT

Chester's and Licensee hereby amend the Chester's Agreement as follows:

1. **Financing.** Notwithstanding anything to the contrary in the Chester's Agreement, Chester's and Licensee acknowledge and agree that Licensee will put \$_____ down in connection with the purchase of required equipment, signage, fixtures, uniforms and product inventory for the Chester's restaurant from Chester's and Chester's preferred vendors and then Chester's will loan to Licensee a total of \$_____ by paying such amount directly to Chester's and Chester's preferred vendors in connection with Licensee's purchase of required equipment, signage, fixtures, uniforms and product inventory for the Chester's restaurant. Licensee agrees to pay Chester's back in equal payments of \$_____ with the first payment due by [wire /ACH] on _____, 20__ and thereafter each subsequent payment due on the first of each subsequent calendar month thereafter until paid in full, all in accordance with the Note, which will be executed concurrent with this Financing Amendment.
2. **Licensee Acknowledgment.** Licensee acknowledges and agrees that a failure to timely pay to Chester's any payment due under this Financing Amendment and the Note shall constitute a material payment default under Section 19 of the Chester's Agreement, for which Chester's may have the right to terminate the Chester's Agreement if Licensee fails to cure such payment default following receipt of notice and a 20-day opportunity to cure such payment default.
3. **Guaranty.** Owner hereby jointly and severally and unconditionally and irrevocably guarantees to Chester's (a) the punctual payment when due, whether by lapse of time, by acceleration of maturity, or otherwise, and at all times thereafter, of all principal, interest (including interest accruing after the commencement of any bankruptcy or insolvency proceeding by or against Licensee, whether or not allowed in such proceeding), fees, costs, expenses, indemnification indebtedness, and other sums of money now or hereafter due and owing pursuant to (i) the terms of the Note and (ii) all renewals, extensions, refinancings,

modifications, supplements or amendments of such indebtedness or any part thereof. The guaranty of Owner as set forth in this Section is a continuing guaranty of payment and performance not a guaranty of collection.

4. **Counterpart Execution; Electronic Signatures; Conflicts of Terms.** This Financing Amendment may be executed in multiple counterparts, each of which when so executed will be an original, and all of which will constitute one and the same instrument. Electronic signatures shall be considered effective for execution purposes. In the event of any conflict or ambiguity between the terms of Financing Amendment and the Chester's Agreement, the terms of this Financing Amendment shall control. The parties hereby ratify and confirm the other terms and provisions of the Chester's Agreement as amended by this Financing Amendment.

IN WITNESS WHEREOF, the parties have executed this Financing Amendment as of the Financing Amendment Effective Date.

<u>CHESTER'S</u> Chester's International, LLC, an Alabama limited liability company By: _____ Title: _____ Print Name: _____	<u>LICENSEE</u> _____ By: _____ Title: _____ Print Name: _____
	<u>OWNER</u> _____ Print Name: _____

Attachment A
PROMISSORY NOTE
(attached)

PROMISSORY NOTE

\$ _____, 202_

FOR VALUE RECEIVED, we, the undersigned (individually, a “Maker” and collectively, the “Makers”), jointly and severally, promise to pay to the order of Chester’s International, LLC, an Alabama limited liability company whose principal business address is 1531 3rd Avenue North, Suite 110,, Birmingham, Alabama 35203 (“Payee”), the principal sum of _____ and 00/100 Dollars (\$ _____ .00).

This Promissory Note (“Note”) shall be for a term beginning on the date written above and ending on [Final Payment Date]. The Note shall bear interest at the rate of zero percent (0.0%) per annum on the unpaid principal balance from time to time outstanding until paid in full. Interest on the unpaid principal balance (if any) shall be accrued and paid monthly with a final payment in full on the date of the last payment due under the Note, subject only to the provisions hereinafter stated as to default and acceleration.

Makers shall begin principal and interest payments on or before _____ and shall continue such principal and interest payments through [Final Payment Date] on or before the dates and in the amounts set forth on the chart attached to this Note as Appendix A, with all accrued interest also due on or before [Final Payment Date].

When reconciling payments of principal and interest for purposes of determining interest and the amount of the principal and interest payment due on or before [Final Payment Date], payments shall be credited first to the payment of accrued interest, and the balance of any payment in excess of such interest shall be applied and credited to the principal balance then outstanding.

This Note is payable by electronic funds transfer to an account designated by Payee. If no account is designated, Makers shall make all payments due under this Note in the same manner in which they pay Payee other amounts due under the Chester’s Agreements with Payee.

This Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (individually, an “Event of Default” and collectively, “Events of Default”):

- (1) Default in the payment when due of any principal or interest under this Note;
- (2) The occurrence of any event of default under any Chester’s Agreement or other agreement between any of the Makers and Payee;
- (3) The liquidation, termination of existence, dissolution, insolvency, or business failure of any Maker, or the appointment of a receiver or custodian for any Maker or any part of its property;
- (4) The institution by or against any Maker of this Note of any proceedings under any Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency, or other similar law affecting the rights of creditors generally or the making by any Maker of this Note of a composition or an assignment or trust mortgage for the benefit of creditors; or
- (5) The sale, assignment or transfer by any Maker of any interest to the Chester’s Agreements or related Licensed businesses, which is not in accordance with the terms of those agreements.

Every amount overdue under this Note shall bear interest from and after the date on which such amount first became overdue at an annual rate of ten percent (10%). Such interest on overdue amounts under this Note shall be payable on demand and shall accrue and be compounded monthly until the obligation of the Maker with

respect to the payment of such interest has been discharged (whether before or after judgment).

In no event shall any interest charged, collected, or reserved under this Note exceed the maximum rate then permitted by applicable law and if any such payment is paid by the Makers, then such excess sum shall be credited by Payee as a payment of principal.

All payments by the Makers under this Note shall be made without set-off or counterclaim and be free and clear and without any deduction or withholding for any taxes or fees of any nature whatever, unless the obligation to make such deduction or withholding is imposed by law. The Makers shall jointly and severally pay and save Payee harmless from all liabilities with respect to or resulting from any delay or omission to make any such deduction or withholding required by law.

The Makers agree to pay on demand all costs of collection, including reasonable attorneys' fees, incurred by Payee in enforcing the obligations of the Makers under this Note, whether suit is brought or not.

No delay or omission on the part of Payee in exercising any right under this Note or the Forbearance Agreement shall operate as a waiver of such right or of any other right of Payee, nor shall any delay, omission, or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Makers each waive presentment, demand, protest, and notices of every kind and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable.

This Note may be prepaid in whole or in part at any time or from time to time in the sole discretion of Payee. Any such prepayment shall be without premium or penalty.

None of the terms or provisions of this Note may be excluded, modified, or amended except by a written instrument duly executed on behalf of Payee expressly referring to this Note and setting forth the provision so excluded, modified, or amended.

During the term of this Note, and upon ten (10) days written request by Payee, Makers agree to give Payee adequate assurances as to Makers' ability to comply with the terms of this Note. Such assurances shall include, but not be limited to, Makers' then current financial statement, which Payee may require be certified by a Certified Public Accountant. Maker agrees that Payee may disclose such financial statements, or any other financial information pertaining to Maker which Payee may possess, to any potential buyer, assignee or holder in due course of this Note.

The Makers acknowledge that an Event of Default under the terms of this Note shall constitute a default under the terms of the Chester's Agreements between Makers and Payee. Should Makers fail to cure said default within ten (10) days of receipt of written notice, Payee shall have the right to terminate said Chester's Agreements and all post-termination obligations of said agreements shall apply.

The enforceability of the terms of this Note and the legality of the interest rate specified herein shall be interpreted in accordance with and governed by the laws of the State of Alabama. In the event of litigation involving this Note, Makers agree that this Note shall be construed in accordance with Alabama law. Makers acknowledge and agree that the federal and state courts located in Alabama shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with the Note and Makers further agree that, in the event of litigation arising out of or in connection with this Note in these courts Makers will not contest or challenge the jurisdiction or venue of these courts.

[completed and executed on the following page]

This Note is executed as an instrument under seal.

_____,
a _____

By: _____

Title: _____

Print Name: _____

State Effective Dates

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

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

State	Effective Date
California	
Illinois	April 12, 2024
Indiana	April 12, 2024
Maryland	
Michigan	April 10, 2024
Minnesota	
New York	April 26, 2024
North Dakota	
Rhode Island	May 1, 2024
South Dakota	April 11, 2024
Virginia	
Washington	
Wisconsin	April 11, 2024

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 H

RECEIPTS OF DISCLOSURE DOCUMENT

H-1

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, currently located at 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203. Its telephone number is (800) 646-9403.

Issuance date: April 10, 2024

The franchise sellers for this offering are: Mandi Green at Chester's International, LLC, 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203, (205) 949-4705 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 10, 2024, 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
- H. Financing Amendment to the Agreement and a Promissory Note
- 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 emailing a scanned copy of the signed and dated Receipt to contracts@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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- A. List of State Agencies/Agents for Service of Process
- B. CHESTER'S Restaurant Agreement
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- F. State Addenda and Agreement Riders
- G. Financing Amendment to the Agreement and a Promissory Note
- H. Receipts of Disclosure Document

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