FRANCHISE DISCLOSURE DOCUMENT

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

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

The total investment necessary to begin operation of an ORION franchise ranges from $59,500 to $140,000. This includes $6,500 to $67,000 that must be paid to the franchisor or affiliate.

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

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

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

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

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

Date Issued: July 3, 2017

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit F for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN SOUTH DAKOTA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN SOUTH DAKOTA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT SOUTH DAKOTA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM UNITS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.

4. ALL OF THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. SPOUSES OF SUCH OWNERS MAY ALSO BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: _____

TABLE OF CONTENTS

		Page
1.	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2.	BUSINESS EXPERIENCE	4
3.	LITIGATION	5
4.	BANKRUPTCY	6
5.	INITIAL FEES	6
6.	OTHER FEES	6
7.	ESTIMATED INITIAL INVESTMENT	9
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	11
9.	FRANCHISEE'S OBLIGATIONS	13
10.	FINANCING	14
11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	16
12.	TERRITORY	19
13.	TRADEMARKS	21
14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	23
15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	23
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	24
17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	24
18.	PUBLIC FIGURES	28
19.	FINANCIAL PERFORMANCE REPRESENTATIONS	28
20.	OUTLETS AND FRANCHISEE INFORMATION	43
21.	FINANCIAL STATEMENTS	52
22.	CONTRACTS	53
23.	RECEIPTS	53

EXHIBITS

A. Franchise Agreement
B. Equipment Agreement
C. IGNG License Agreement
D. Financial Statements
E. List of Franchisees and Former Franchisees
F. List of State Administrators
G. ORION Education Staff Information
H. ORION Development Representatives Information
I. Agents for Service of Process
J. System Manual
K. State Addendum

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

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

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

ORION's parent is Orion Food Systems Holdings, LLC, a Delaware limited liability company with its principal business address of 30 Rockefeller Plaza, 54th Floor, New York, NY 10112.

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

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

Document in 2011. Until 2006, ORION also offered non-franchise licenses and franchises under the Nap's Alabama BBQ, Mean Gene's Burgers, Mean Gene's Pizza, and Asian Creations Brand. ORION formerly offered non-franchise licenses for very small-scale fully assembled frozen food Products with very limited support from ORION under the Hot Stuff Foods Xpress name from February 2010 through October 2011. ORION has offered franchises for the "Päävo's Pizza" Brand under a different Disclosure Document since February 2014.

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

ORION owns a proprietary system of know-how, processes, procedures, standards and specifications for a network of food service businesses selling food items which ORION or its affiliate distributes through food service units located in a host business (the "System"). The ORION program is licensed under a short-form franchise agreement (see Exhibit A; referred to as the "Franchise Agreement"). It and ORION's Operations Manual, Operations Manual Charts and Product Procedures Manual, and such other operations or product manuals/menus/charts we periodically implement (the "System Manual") describe the System. Even though we describe the ORION franchise here in simplified terms, the Franchise Agreement is the legal and binding contract that sets out the rights and obligations of ORION and you. ORION DOES NOT AUTHORIZE ANY OTHER INFORMATION, PROMISE OR REPRESENTATION TO BE COMMUNICATED TO YOU THAT IS NOT CONTAINED IN THIS DISCLOSURE DOCUMENT OR THE ATTACHED FRANCHISE AGREEMENT, OR IN PRINTED FRANCHISE SALES LITERATURE PREPARED BY ORION, AND YOU SHOULD NOT RELY UPON ANY OTHER INFORMATION PROVIDED BY OR FOR ORION IN DECIDING WHETHER TO PURCHASE AN ORION FRANCHISE.

ORION owns various names, Trademarks, stylized logos, slogans, and symbols used in the System. See Item 13. The predominant brand identification of the franchised facility in most cases is "Hot Stuff Pizza," and/or "Hot Stuff Foods," and/or "Hot Stuff Subs," and/or "Smash Hit Subs" or a related trademark designated by ORION, with certain additional food lines and Brands as designated by ORION in an exhibit to the Franchise Agreement.

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

ORION and its affiliates manufacture and distribute a proprietary line of food, packaging and related items ("Ingredients") and other items ("Supplies") used to prepare a proprietary line of food products ("Products") for sale to the public. You will be licensed to develop and operate a food service business for ordering, storing, preparing, merchandising and selling Products authorized for the ORION program, from a unit ("Unit") at an authorized location generally located within a host business such as a convenience store, grocery store, shopping mall, college, university, hospital, business and industry site, military base or the like (a "Host Facility"). We will grant you a franchise only for the particular Brand(s) designated in Attachment A to the Franchise Agreement, as well as such additional Products for such Brands that we designate periodically (as listed in the System Manual or in other written notices from us). The Franchise Agreement is identical for all Units, except for Attachment A, which lists the ORION Brand(s) you may install and operate at a particular location, and Attachment B-7, which lists the menu for any ORION Brand(s) (other than Hot Stuff Pizza, Hot Stuff Subs, Smash Hit Subs, Chopz by Hot Stuff, Gourmet Grub Hot Stuff Pizza, Chix Chicken, Chix Chicken Express and Game Time Sports Grill)

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

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

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

Before training begins, you must obtain, and at all times during the term of the franchise you must keep in force, all necessary licenses and permits required by public authorities. You must comply with all federal, state, and local restaurant, food safety and handling, sanitation, menu and food labeling, public accommodations, building codes, fire safety, labor and all other laws, rules, and regulations regulating the Franchise, the Unit, and the business operated from it. You should also familiarize yourself with federal, state and local laws of a more general nature, which may affect the operation of your franchise. Your principal stockholders, members or owners may be asked to sign a Personal or Corporate Guaranty (see Item 15).

ORION may, as it determines, establish and modify or discontinue a referral program where ORION employees, existing franchisees, former franchisees, or third parties may be compensated in goods, services, or currency for referring a qualified potential Host Facility for a Unit to ORION that results in the opening of a such a Unit.

CAUTION: You must not take any actions to construct, establish, operate or advertise the Unit until you and an ORION officer properly sign a Franchise Agreement for a Unit at a location to which ORION consents, and you receive written authorization from ORION to open the Unit. Also, your Unit(s) must be physically separated from any facility or work area that stores, handles, or displays any non-ORION supplied uncooked meat, poultry, eggs or seafood items.

2. BUSINESS EXPERIENCE

The following is a list of directors and principal officers of ORION who have management responsibility for the franchise offered by the Disclosure Document.

Chairman of the Board of Directors: Frank Orfanello

Mr. Orfanello was appointed as Chairman of the Board of Directors of ORION in December 2014. Since 1999 Mr. Orfanello has been a member of the Board of Directors of Needhambank of Needham, Massachusetts, and is currently Chairman of the Compensation Committee and a member of the Audit Committee. Mr. Orfanello has also been Chief Financial Officer at MMB, an advertising and marketing company in Boston, Massachusetts, since 2007.

Director: Kurtis Barker

Mr. Barker was appointed to the Board of Directors of ORION in December 2014. Mr. Barker has been an Operating Partner for One Rock Capital Partners, LLC of New York, New York since January 2010 and formerly served as the Vice Chairman of Dixie Electric of Odessa, Texas from December 2011 to December 2012.

Director: Kurt Beyer

Mr. Beyer was appointed to the Board of Directors of ORION in December 2014. Mr. Beyer has been a Principal of One Rock Capital Partners, LLC of New York, New York since April 2012.

Director: Robert Hsu

Mr. Hsu was appointed to the Board of Directors of ORION in December 2014. Mr. Hsu is a Vice President of One Rock Capital Partners, LLC of New York, New York, where he has worked since December 2012. Mr. Hsu was a Vice President at Nomura's Special Situations group, of New York, New York, where he worked from February 2011 to November 2012.

Director: Bob Littlefield

Mr. Littlefield was appointed to the Board of Directors of ORION in December 2014. Mr. Littlefield served as Director of Marketing and Sales of Table Talk Pie, Inc. of Worcester, Massachusetts from November 2009 to December 2014.

Director: R. Scott Spielvogel

Mr. Spielvogel was appointed to the Board of Directors of ORION in December 2014. Mr. Spielvogel is a co-founder and has been a Managing Partner of One Rock Capital Partners, LLC of New York, New York since April 2010.

Chief Executive Officer/Director: Steve Watkins

Mr. Watkins has been Chief Executive Officer of ORION since March 2014. He has been a Director of ORION since February 2002. He was President of ORION from April 2012 to December 2014, and Secretary/Treasurer of ORION from February 2002 to December 2014. He was Chief Financial Officer of ORION from February 2002 to September 2012.

Executive Vice President Manufacturing, Distribution, Purchasing, and Operations/Chief Operating Officer: Rick Ochs

Mr. Ochs has been Chief Operating Officer and a Director of ORION since September 2010. He has been Executive Vice President Manufacturing, Distribution Purchasing, and Operations of ORION since February 2006. He served as a Director of ORION from September 2010 to December 2014.

Chief Financial Officer: Lurlene Klein

Ms. Klein has been Chief Financial Officer of ORION since February 2015. She was Division Controller of Bel Brands USA, Inc. of Brookings, South Dakota from January 2013 through January 2015. Prior to that, she served as Controller of ORION from August 2004 through November 2012.

Senior Vice President of Franchise Business: Tom Bale

Mr. Bale has been Senior Vice President Franchise Business with ORION since March 2017. He served as Senior Vice President of Operations of ORION from April 2014 through February 2017. He was a Director of Operations of ORION from April 2013 through March 2014. He was Senior Vice President Franchise Development of ORION from February 2009 through March 2013.

3. LITIGATION

Pending Cases

There are no cases pending at this time.

Settled Cases

Hot Stuff Foods, L.L.C. v. Cody Ventures L.L.C. (United States District Court, Western District of Missouri Civil Action No. 6:10-cv-03215). On June 7, 2010 HSF filed a Complaint seeking damages it sustained after Cody Ventures transferred their fifteen franchises located throughout Missouri to another party without prior authorization, resulting in premature termination of the related Franchise Agreements. Cody Ventures also failed to return "Free on loan" equipment in its possession, and owned by HSF, at the time of termination. The parties entered into a Settlement Agreement on March 16, 2011, pursuant to which Cody Ventures paid HSF a sum of $10,000. On March 15, 2011, the parties filed a Stipulation of Dismissal With Prejudice and an Order of Dismissal was entered on April 4, 2011, dismissing the matter with prejudice and requiring each party to bear its own costs and fees.

Hot Stuff Foods, L.L.C. v. Alexander Farms Convenience Stores, L.L.C. (United States District Court, Western District of Missouri Civil Action No. 2:10-cv-04136). On June 24, 2010, HSF filed a Complaint alleging that the defendant violated their franchise agreement by closing the HSF Brands prior to expiration of the initial term of the Agreement and failing to return HSF's "Free on Loan" Equipment provided to the former franchisee. The defendant filed a counterclaim alleging forgery of the franchisee's signature on the Franchise Agreement. On May 9, 2011, the parties filed a Stipulation of Dismissal Without Prejudice and a Clerk's Order of Dismissal was granted on May 18, 2011, dismissing the matter without prejudice and requiring each party to pay its own costs and fees.

Other than these disclosed cases, no litigation is required to be disclosed in Item 3 of this Disclosure Document.

4. BANKRUPTCY

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

5. INITIAL FEES

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

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

You must acquire and install in the Unit equipment, signage, fixtures, furnishings and related items from ORION or other approved sources that meet ORION's specifications and is in accordance with ORION's standards, including components and software related to the IGNG System (see Items 8 and 11). You must pay all costs for the services of a general contractor you hire, or labor costs for actual installation of such items at the Unit. You must pay all freight costs for such items shipped to you by ORION. ORION also charges a $500 Installation Assistance Fee for the pre-opening installation services that ORION provides to you for Units located in the continental United States. Units located outside the continental United States may be charged up to $2,000 for the Installation Assistance Fee, as ORION determines. ORION also charges a $1,000 Training Fee for the training services that ORION provides to you. ORION may, in limited circumstances, choose to waive or reduce the Installation Assistance Fee and/or the Training Fee where multiple Units are opened by a single franchisee at the same time in a compact geographic setting or where you have your own competent installers. ORION may also, in limited circumstances, waive or reduce the Installation Assistance Fee for Units opened by Franchisees with construction experience or affiliations. ORION estimates that the total cost of such items (including the Installation Assistance Fee and Training Fee described above) will range from $21,000 to $51,000 for a typical Unit where you pay for all costs.

Before your Unit opens for business, you must also purchase an initial inventory of food, paper goods and other supplies (including all Ingredients) from ORION or its affiliates, at a pre-opening estimated cost to you of approximately $5,000 to $16,000. These costs can vary depending on the ORION Brands to be operated from your Unit. For example, if you are opening only the Hot Stuff Pizza Brand in your Unit, your estimated cost of purchasing these items is $5,000 to $16,000 (with $6,655 being the average for such Units opened during our fiscal year ending March 25, 2017). If you are opening both the Hot Stuff Pizza and the Hot Stuff Subs/Smash Hit Subs/Chopz by Hot Stuff, Chix Chicken, Chix Chicken Express, Gourmet Grub Hot Stuff Pizza or Game Time Sports Grill Brands in your Unit, your estimated cost of purchasing these items is $7,500 to $16,000 (with $8,907 being the average for such Units opened during our fiscal year ending March 25, 2017). See Items 7 and 8 for more detailed information regarding your initial investment and obligations to purchase from ORION or its affiliates. Except as described above, all fees are uniformly imposed and not refundable under any circumstances.

6. OTHER FEES

Generally, no royalty or other continuing fee is required with an ORION franchise. ORION sells various food, packaging, advertising and other materials, equipment and smallwares, to its franchisees, at a profit to ORION. In selected cases where we believe it would be advantageous to ORION, we have in the past and may in the future offer or negotiate arrangements with certain selected franchisees that differ

materially from those described in this Disclosure Document, including agreements providing for reduced wholesale prices of certain required goods in exchange for the payment of a royalty on sales of products from the ORION facility. All fees are uniformly imposed. The following fees may be required:

OTHER FEES

(1) Name of Fee	(2) Amount	(3) Due Date	(4) Remarks
Sales Promotion Costs	Cost for all marketing materials Franchisee is obligated to purchase. These marketing materials are mandatory. You are billed for these items when shipped or at a cost of between $75 - $250 per Brand per quarter.	Payable quarterly or when charged	See Notes A and G
Late Charges	Lesser of 18% per year or highest contract rate of interest allowed by law	Payable when charged	See Notes B and G
Remodeling Costs	$1,000 - $20,000	Payable when incurred	See Notes C and G
Minimum Purchase Volume	$1,200 per Week	New Franchisees must purchase an average minimum of $1,200 per Week of Ingredients, Supplies, and Products from ORION to maintain their Franchise rights	See Notes D and G
Delivery Fee/ Surcharge/Fuel Surcharge	Amount of delivery cost for orders of less than $500, plus fuel or other delivery related fees, charges or surcharges	Payable when incurred	See Notes E and G
Collections and Enforcement Fees	Pay ORION's costs, including reasonable attorneys' and litigation expense fees, ORION incurs collecting past due amounts from you or in enforcing the Franchise Agreement	Payable when incurred	See Notes F and G

Notes to Table, above:

A. ORION will provide you with periodic marketing and promotional materials. You must purchase and use these materials to promote the franchised business. ORION will normally introduce these sales promotion materials to you periodically throughout the year, and we will bill you for them when shipped or on a quarterly basis. The cost to you is $250 per Brand per quarter for the Hot Stuff Pizza, Hot Stuff Subs and Chix Chicken Brands and no more than $1,000 per year for each of these Brands. The cost to you is $125 per quarter for the Chopz by Hot Stuff Brand and no more than $500 per year for this Brand. The cost to you is $75 per quarter for the Gourmet Grub Hot Stuff Pizza Brand and no more than $300 per year for this Brand. These materials may be made available to you via access of a website-based marketing program and/or through us or our designee. ORION may credit you a portion of the marketing fee and allow you to use the credit for local store marketing activities as specifically approved by us in advance. ORION may, in its sole discretion, provide other marketing assistance to franchisees in situations it deems appropriate.

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

C. This fee will vary for each franchisee depending on the scope of the remodel needed of the Unit, the removal, outfitting or purchase of equipment and the addition or replacement of signage. You are required to complete reasonable and mutually agreeable upgrading and refurbishment of your Unit by the end of every fifth anniversary of the Commencement Date of the Franchise Agreement for as long as you operate the Unit. The fee includes a $500 Installation Assistance Fee for the installation services that ORION provides to you in connection with the upgrading and refurbishment of your Unit (for Units located in the continental United States). Units located outside the continental United States may be charged up to $2,000 for the Installation Assistance Fee for such services, as ORION determines.

D. All new franchisees must achieve and maintain an average minimum purchase volume of $1,200 per week (evaluated annually at the end of each Operational Year, and based on the number of purchases made by you during such Operational Year, divided by the number of weeks in such Operational Year) of Ingredients, Supplies, and Products from us (or our designee) to continue to receive on-site operational assistance from ORION's representatives (see Item 11) and maintain its protected area (if any) (see Item 12). If a franchisee fails to do so, ORION, in its sole discretion, may reduce, modify or eliminate its site visits to your Unit, or ORION may reduce or eliminate the distance wherein ORION will not use or license others to use the Brand(s) listed in Attachment A of the Franchise Agreement, or ORION may require you to relocate the Unit to another qualified replacement Host Facility owned by you and pre-approved by ORION under the transferred Franchise Agreement, or ORION may terminate the Franchise Agreement.

E. All franchisees must place orders of ORION Ingredients and Supplies from ORION. Except for orders of less than $500, orders are delivered free of charge by ORION's Distribution Department. Orders of less than $500 may be delivered by other means and the Franchisee shall be billed for these other means of delivery. ORION also reserves the right to implement fuel or other delivery-related fees, charges or surcharges for orders of less than $500.

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

G. All fees are imposed by and payable to ORION. All fees are non-refundable. In selected cases where we believe it would be advantageous to ORION, we may in the future offer or negotiate

arrangements with certain selected franchisees that differ materially from those described in this Disclosure Document.

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

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(see footnotes below)

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Training Expenses[A]	$6,500 to $12,000 (see Note A)	As incurred	As incurred before and during training.	ORION, Vendors, Employees, Suppliers, Contractors
Real Estate[B]	$1,500 to $7,000	(See Note B)	(See Note B)	(See Note B)
Equipment, Fixtures and Furnishings and ORION Installation Assistance[C, G]	$20,000 to $50,000	As incurred	(See Note C)	Vendor/ORION
Opening Inventory[D]	$5,000 to $16,000	Lump sum	Before opening	ORION (see Note D)
Insurance[E]	$1,500 to $5,000	Lump sum	Before opening	Insurance carriers
Additional Funds (for three months' operations)[F]	$25,000 to $50,000	As incurred	As incurred	ORION, Vendor, Employees, Suppliers, Utilities
TOTAL	$59,500 to $140,000			(See Note H)

Notes to Table, above:

A. The Training Expenses include costs for sampling, labor hours expended in excess of the typical ongoing labor schedule, and any ancillary supplies you may need over and above materials purchased from ORION in the Opening Inventory supplied by ORION. The Training Expenses include the Training Fee described in Item 5.

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

C. Before training begins, you must acquire and install in the Unit equipment, signage, fixtures, furnishings and related items you purchase from ORION or other approved sources that meets ORION's specifications in accordance with ORION's standards. ORION estimates that the total cost of such items will range from $20,000 to $50,000 for a typical Unit where you pay for all costs, including ORION's Installation Assistance Fee. Costs are expected to be at the low end of this range if the host facility already has walk-in cooler and freezer storage capacity and necessary sinks and plumbing available for use by your business or stoves or other appliances that may be used to prepare or merchandise Products. Costs may tend toward the high end of the range if additional coolers, freezers, electric lines or other new utility service are needed. Your costs may be substantially higher should you operate more than one ORION Brand. To assure uniformity, and common standards of trademark usage throughout the System, you must purchase all signage and cabinetry which bears the Trademarks of the ORION Brand(s) you open or otherwise incorporates ORION's distinctive trade dress from sources which ORION expressly authorizes in advance. In addition to any other equipment you may be required to purchase, you must purchase the components and software related to the IGNG System that meets the standards and specifications we establish and is from sources we designate, which may include us or our affiliates. The Equipment Expense includes the Installation Assistance Fee described in Item 5. Also see Items 8, 10 and 11.

IN ALL CASES, THE ORION UNIT(S) MUST BE COMPLETELY PHYSICALLY SEPARATED FROM ANY AREA OR FACILITY OF THE HOST BUSINESS WHERE NON-ORION SUPPLIED RAW MEAT, POULTRY, EGGS OR SEAFOOD IS HANDLED, STORED OR DISPLAYED.

This estimate does not include your cost to hire a qualified contractor (if needed) to install ORION equipment, signage, utilities, fixtures and furnishings. The contractor must follow lay-outs and designs ORION provides to install all equipment, signage, cabinetry and related items; ORION must approve all changes in advance and in writing. A representative of ORION will provide consultation to the contractor before and during installation of the Unit, either on site or remotely by telephone or electronic means. Your cost for a contractor to install the Unit could be as high as $2,500 or more. If the Unit, with all fixtures and equipment, is not completely installed before training begins, you must pay ORION's expenses, if any, caused by the delay.

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

D. You must purchase an initial inventory of food, paper goods and other supplies from ORION or its affiliates, at an estimated cost to you of approximately $5,000 to $16,000. These costs can vary depending on the ORION Brands to be operated from your Unit. For example, if you are opening only the Hot Stuff Pizza Brand in your Unit, your estimated cost of purchasing these items is $5,000 to $16,000. If you open both the Hot Stuff Pizza and the Hot Stuff Subs/Smash Hit Subs/Chopz by Hot

Stuff, Chix Chicken, Chix Chicken Express, Gourmet Grub Hot Stuff Pizza or Game Time Sports Grill Brands in your Unit, your estimated cost of purchasing these items is $7,500 to $16,000. Before your Unit opens for business, you also must promote the Unit with a Grand Opening Kit/Re-Grand Opening Kit we provide. This Kit has a value of $500 and ORION will provide this Kit to you free of charge. Substantial ongoing costs will be required for replenishment of food and packaging inventory.

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

F. This estimates your total expenses, including labor costs, food and supply costs (less initial inventory), promotional expenses, and quality control expenses, over an arbitrary initial start-up period of three months. These figures are estimates only and ORION does not guarantee that you will not have additional expenses starting and operating the business. Your costs will depend on factors such as the degree to which you follow ORION's methods and procedures for operating your Unit, your management skill, experience and business acumen, general economic conditions, the prevailing wage rate, and competition. Other costs and fees are described in Item 6. This estimate does not imply that the Unit will be successful, profitable, or operate at breakeven, within this period or at any time.

G. Depending on the location and current condition of the Unit, you may incur substantial costs for plumbing, electrical, ventilation and other leasehold improvements. ORION does not assist you with these improvements. You must arrange and pay for these items with providers you choose, at your expense. Costs for these improvements may vary dramatically, depending on your facility, seasonality, geographic conditions, local market and economic factors, scheduling and availability. All Units must comply with appropriate and applicable federal, state, local or other governmental rules and regulations.

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

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

designate. Non-approved suppliers may not be used for these purchases. ORION's executive management owns interests in Orion Food Systems, L.L.C.

ORION, or its affiliates, expects to derive revenue and profits from sales of their goods, equipment and services to franchisees. In the fiscal year ended March 25, 2017, ORION's revenues from required purchases from all franchisees in all of its programs were $74,319,850 or 81.2% of its total revenues during that period. ORION estimates that your expense for required purchases (including Ingredient costs, Supplies, and required advertising materials) will account for approximately 43% to 59% of the total ongoing expenses to operate your Unit on an ongoing basis. Your ongoing expenses include expenses for labor, utilities, equipment depreciation, supplies, insurance, and services (among others) in addition to required purchases. There are currently no purchasing or distribution cooperatives.

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

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

Your Unit must be physically and completely segregated and isolated from any area, fixture or facility that is used to receive, handle, prepare, cook, merchandise, display or sell any non-ORION supplied uncooked meat, poultry, eggs or seafood.

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

Standards and specifications for establishing and operating the Unit also are described in the System Manual, and you are bound by the Franchise Agreement to operate the Unit in accordance with the System Manual, as revised periodically by ORION. ORION may establish different requirements for different Brands, and/or points of distribution within the Host Facility, and/or for Units located in different types of Host Facility businesses, and may change the standards and specifications periodically during the term of the franchise.

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

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

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	Sections 1(a), 2, 11	Items 1, 11
b.	Pre-opening purchases/leases	Sections 5, 7, 11, 14	Items 1, 5, 7, 8, 10, 11
c.	Site development and other pre-opening requirements	Sections 1, 5, 7, 11, 14	Items 1, 5, 7, 10, 11
d.	Initial and Ongoing Training	Section 11	Items 5, 7, 11
e.	Opening	Sections 2, 7, 11, 14	Items 5, 7, 11
f.	Fees	Sections 8, 9, 11, 14	Items 5, 6
g.	Compliance with Standards and Policies/System Manual	Sections 2, 5, 6, 7, 10, 13	Items 1, 7, 8, 11
h.	Trademarks and proprietary information	Sections 1, 2, 4, 10	Items 13, 14
i.	Restrictions on products/services offered	Sections 2, 4, 5, 8	Items 8, 16
j.	Warranty and customer services requirements	Sections 6, 8, 13	Items 8, 11
k.	Territorial development and sales quotas	Sections 1, 8	Items 6, 12
l.	Ongoing product/service purchases	Sections 5, 8, 9, 14	Items 6, 8
m.	Maintenance, appearance and remodeling requirements	Sections 1, 2, 4, 5, 7, 13	Items 6, 8, 11, 13, 17

Obligation		Section in Agreement	Disclosure Document Item
n.	Insurance	Section 15	Item 7
o.	Advertising	Section 14	Items 6, 11
p.	Indemnification	Section 15	Item 7
q.	Owner's participation/ management/staffing	Section 6	Item 15
r.	Records and reports	Section 12	Item 11
s.	Inspections and audits	Sections 11, 12	Item 11
t.	Transfer	Section 16	Item 17
u.	Renewal	Section 3	Item 17
v.	Post-termination obligations	Sections 17, 18	Item 17
w.	Non-competition covenants	Sections 1, 5, 18	Item 17
x.	Dispute resolution	Section 21	Item 17
y.	Other	Not Applicable	Not Applicable

10. FINANCING

In select cases where ORION, in its sole discretion, deems it advantageous, ORION may offer financing to you under one or more of the programs described below.

ORION has in the past offered limited equipment procurement assistance, as described below, under the "Free on Loan" program. This program is offered at ORION's sole discretion, and ORION may change or discontinue it at any time for any reason. ORION may provide "Free on Loan" Equipment to creditworthy Units opened under this Disclosure Document in certain geographic areas and where ORION deems it advantageous to do so. In evaluating potential sites for the "Free on Loan" program, ORION considers existing and potential quick service restaurant competition from non-ORION businesses and applies performance, financial and operational standards that are more stringent than for other ORION Units. If you have a potential "Free on Loan" site, you and your site are subject to ORION's qualification and approval processes.

Financing under the "Free on Loan" program is available periodically only in certain geographical areas typically for potential franchisees and Units directly identified by and pre-qualified by ORION and which are not under any third party obligations that prevent them from complying with the terms and conditions of the Franchise Agreement. It is available only to those who meet ORION's highest creditworthiness standards and open a new Unit generally within a qualified Host Facility that does not already contain an ORION Unit and which typically will not operate ORION Brands other than Hot Stuff Pizza, Hot Stuff Subs, Smash Hit Subs, or the like. Convenience Store Host Facilities must generally generate daily sales of non-fuel items of greater than $2,000, serve an average of 750 customers inside the store per day, have 10 or more available parking spaces, have sufficient available freezer capacity (or acquire the same) to support the Brand, and be approved financially and from a distribution standpoint. Convenience Store Host Facilities that sell at least 100,000 gallons of gasoline per year are preferred, but not required. Host Facilities in the healthcare or similar setting must have a minimum of 100 beds and the food service operation within the Host Facility building or similar setting must have 400 customers or more per day. Host Facilities in an education setting must have a minimum of 1,000

students and operate a food service business with a minimum of 400 customers per day. Host Facilities in the healthcare or education settings that have 5,000 employees/patients/clients/visitors per day are preferred, but are not required. In any venue, the Unit's Host Facility must generally be in a location with a great enough customer traffic to achieve and maintain average minimum purchases of $1,200 per week ($5,200 per month or $62,400 annually) (evaluated annually at the end of each Operational Year) of authorized Ingredients, Supplies or Products, using the ORION System. ORION will provide "Free on Loan" Units with one of several standard equipment packages, depending on the size and needs of the project, any or all of which ORION may change periodically (the "Equipment Package"). ORION will typically provide a portion of these standard packages "Free on Loan." You are responsible for purchasing the remainder of the standard package. Your cost to purchase these items may be reduced periodically depending on the number of Units you are opening in a mutually agreeable period of time. All other expenses concerning the establishment of the Unit including any other additional equipment you may purchase, all fees, and all leasehold improvement expenses, are solely your responsibility.

If you are a "Free on Loan" Unit franchisee, you must sign an Equipment Agreement (see Exhibit B). ORION retains ownership of the "Free on Loan" portion of the Equipment Package, which ORION will provide you. You may use that portion of the Equipment Package without charge during the initial term of the Franchise Agreement, if you remain in compliance with the Franchise Agreement and the Equipment Agreement and if you achieve and maintain the performance thresholds described below and as outlined in the Equipment Agreement. You must pay the Installation Assistance Fee and all other installation fees to establish a new "Free on Loan" Unit and must pay for all freezers and coolers, tile work, sinks and smallware utensils required by ORION. You are also solely responsible for all leasehold improvement work for the "Free on Loan" Unit, including all expenses incurred, plus the timely scheduling and completion of the work by qualified contractors.

New ORION "Free on Loan" Units must achieve and maintain average minimum purchase volumes of ORION Ingredients, Supplies or Products of $1,200 per week ($5,200 per month or $62,400 annually) (evaluated annually at the end of each Operational Year) throughout the term of the franchise. If such Units fail to achieve and maintain such average minimum purchase volumes, ORION may require you to relocate the "Free on Loan" Unit (at your expense) to another qualified Host Facility owned by you under a transferred or new Franchise Agreement; or to purchase the equipment on an "as-is, where-is" basis, at a purchase price determined by ORION (plus all sales and other applicable taxes) and continue to operate the "Free on Loan" Unit as an ORION franchise; or to return the Equipment Package to ORION's home office and warehouse facility in Sioux Falls, South Dakota at your expense, ensuring that all portions of the Equipment Package are clean and in good working order on delivery to ORION (normal wear and use excepted) and as such close the "Free on Loan" Unit subject to the various termination consequences and post-termination provisions set forth in the Franchise Agreement.

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

In select cases where ORION, in its sole discretion, deems it advantageous, ORION may offer initial Ingredient credits to Units opened under this Disclosure Document instead of, or in addition to, the "Free on Loan" program described above. The criteria for determining whether a potential Unit is eligible to receive such initial Ingredient credits is identical to that described for the "Free on Loan" program listed above. If ORION, in its sole discretion, elects to offer initial Ingredient credits to a Unit opened under this Disclosure Document, ORION will typically provide such Unit a certain amount, as determined by ORION in its sole discretion, of initial Ingredients to such Unit, at no cost to such Unit. Such Unit will not be required to sign any additional agreements with respect to such initial Ingredient credits.

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

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

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

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

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

(a) conduct a site survey of the proposed Host Facility and evaluate your application and the site survey to determine if the location is awarded an ORION Franchise, and for such sites assist you with equipment shipping and handling, layout and design of your Unit, pre-installation coordination of equipment needs, and (for an extra fee) installation supervisory consultation and training (as described below). You must pay us an Installation Assistance Fee for providing this assistance – Franchise Agreement, Section 11. See Items 5 and 7. ORION does not assist you with locating a Host Facility for the operation of a Unit, nor does it assist you with the negotiating of a purchase or a lease for a Host Facility site. ORION does not at this time own or lease any Host Facility and has no leases with a franchisee;

(b) advise you with your acquisition of necessary federal, state or local licenses or permits – Franchise Agreement, Section 11;

(c) advise you with proper display and maintenance of the Trademarks, and procuring initial inventories – Franchise Agreement, Section 11;

(d) train you in the major aspects of establishing and operating your Unit - Franchise Agreement, Section 11. ORION's Vice Presidents of Franchise Business and/or District Managers will coordinate the training program at the site of your Unit. Training will be conducted or assisted by other members of ORION's Operating and Education staff. Instructional materials consist primarily of the ORION System Manual described below. Training will be conducted as close to the mutually agreed upon projected opening of your Unit as is practical (usually within three to five days before opening), and in accordance with ORION's training and scheduling requirements. For new Units, ORION generally provides a minimum of 40 trainer-hours per Unit, normally conducted over five trainer-

days. Shorter training programs are provided in certain other circumstances. You and the Unit's manager(s), must successfully complete training in accordance with ORION's specifications and to the satisfaction of ORION's Operations and Education Department. You must bear your own travel, room and board expenses (if any) to attend training. ORION will not pay you during training. You must also pay ORION the Training Fee described in Item 5 for the training services that ORION provides to you. Trainings for franchisees opening multiple sites may be conducted at one Unit. A list of ORION's Education staff may be found on Exhibit G.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Customer Service	.5	1	At your Unit site
Hazard Analysis Critical Control Points (HACCP)	.5	Approximately 1 to 2 hours (see below)	At your Unit site
Brand Recipes (Product Training)	1	Approximately 20 to 25 hours	At your Unit site
Inventory Control, Food Ordering, "Build Tos"	1	Approximately 1 to 2 hours (see below)	At your Unit site
Cleanliness (and proper chemical storage)	.5	Approximately 1 to 3 hours, as necessary	At your Unit site
Labor Controls	1	1	At your Unit site
Sampling	1	1	At your Unit site
Equipment Maintenance	.5	1 – 2	At your Unit site
Marketing	1	1 – 2	At your Unit site
Product Inventory Maintenance	.5	1 – 2 (see below)	At your Unit site
Tally Control	.5	1 – 2	At your Unit site
Opening and Closing Procedures	1	1 – 2	At your Unit site
Customer Complaints	.5	None	At your Unit site

ORION also provides assistance in labor controls, marketing and product inventory maintenance before your Unit opens for business usually three to six weeks before opening. These pre-opening meetings are usually held at your business office. After your Unit opens, we provide additional assistance in Hazard Analysis Critical Control Point, Brand recipes, inventory control, cleanliness, labor controls and marketing. This assistance is provided in periodic visits to your Unit by operations staff.

(e) provide you copies (where applicable) of instructional video materials and the System Manual, comprised of the Operations Manual, Operations Manual charts,

Product Procedures Manual, and such other operations or product manuals/menus/charts we periodically implement, all of which ORION may change periodically – Franchise Agreement, Section 10. The System Manual is updated periodically and the topics and number of pages devoted to each subject matter may change. The System Manual also includes information on other ORION Brands that may be operated from your Unit.

(f) The table of contents of the current Operations Manual, Operations Manual Charts and Product Procedures Manual is set forth on Exhibit J.

During the operation of your Unit, ORION will provide ongoing operations counseling in the principal aspects of operating the Unit, including Unit safe and effective Ingredient handling, storage, rotation and quality; Product preparation, packaging, merchandising, and quality; Unit sanitation and cleanliness practices and procedures; Unit financial and operational performance; advertising and promotional techniques; customer service; employee training; development and implementation of inventory and cost control techniques; compliance with the System and the System Manual; and other general guidance and advice regarding the Unit and Brand(s), through various means - Franchise Agreement, Section 11. These ongoing operational consultations are designed to help you grow your business, and to also help you identify and correct any problems you may experience in the operation of your franchise.

ORION manufactures Ingredients used in Products. **You must purchase your requirements for Ingredients for your Unit from ORION or its affiliate or designee.**

We commit to visit your Unit in person at least 12 times per Operational Year, on mutually agreed dates, to provide on-site consultative assistance to your franchise operation. An "Operational Year" is the period of time from the Commencement Date or the anniversary of that date to the next anniversary of the Commencement Date. See Franchise Agreement, Sections 3 and 11. ORION does not charge you a fee for these visits. ORION may reduce, modify, or eliminate our on-site operational support if you fail to achieve and maintain the level of purchases prescribed for your Unit (see Items 6 and 10). Each day that we visit your Unit shall count as one visit for purposes of this commitment. For example, if we visit your Unit for three consecutive days, such visit shall count as three visits for purposes of this commitment.

ORION does not charge or collect sales promotion fees, and the Franchise Agreement does not obligate you to contribute to an advertising fund. You must purchase from ORION and/or from its designee certain promotional materials and you must use these promotional materials to promote the ORION Brands operated at your Unit. These materials cost between $75 - $250 per ORION Brand operated per quarter. See Item 6. ORION uses proceeds from sales promotion materials to defray the cost of producing these items.

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

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

ORION reserves the right to add or change electronic reporting system ("ERS") requirements at its discretion. We have established a proprietary system and method for tracking customer traffic at Host Facilities and reporting items made, discarded and sold at Units the ("Intelligent Grab n Go System" or "IGNG System"). We will grant to you a non-exclusive, non-transferable license to use the IGNG System and related components and software pursuant to a separate license agreement (the "IGNG License Agreement") (see Exhibit C). You must enter into the IGNG License Agreement and utilize the IGNG System in connection with your operation of the Unit. You must purchase and install, at your expense, the components and related software that allows you to track customer traffic at each public entrance to the Host Facility, scan and report all items made, discarded, and sold at the Unit, and report such other designated business information we require, all in accordance with the IGNG System and such other standards and specifications we establish (as we and may from time to time modify). You must also purchase such data communication services (including, but not limited to, an internet connection and/or cellular service) needed to operate the IGNG System that allow you to transmit the information collected thereby to ORION, all in accordance with the standards and specifications we establish or from sources we designate. ORION estimates that the total cost of such purchases will range from $3,000 to $5,000. Neither ORION nor any affiliate or third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates for the IGNG System or its components or related software. ORION may require you to upgrade or update your IGNG System during the term of the Franchise Agreement, and there are no limitations in the Franchise Agreement or other agreements on the frequency or cost of your obligation to upgrade or update. You will allow us to have access to the IGNG System and the information obtained thereby, at such times as we require, for purposes of obtaining information relating to the Unit operations which is available through the proper operation of the IGNG System, and there is no contractual limitations on ORION's right to access the information obtained by the IGNG System.

Typically, the length of time between the signing of the Franchise Agreement and the opening of your Unit is approximately 65 days (with 62 days being the average for Units opened during our fiscal year ending March 25, 2017). Convenience Store Host Facilities must generally have a population of greater than 1,500 people within a five-mile radius, generate daily sales of non-fuel items of greater than $2,000, serve an average of 750 customers inside the store per day, have 10 or more available parking spaces, and have sufficient available freezer capacity (or acquire the same) to support the Brand. Convenience Store Host Facilities that sell at least 100,000 gallons of gasoline per year are preferred, but not required. Host Facilities in the healthcare or similar setting must have a minimum of 100 beds and the food service operation within the Host Facility building or similar setting must have 400 customers or more per day. Host Facilities in an education setting must have a minimum of 1,000 students and operate a food service business with a minimum of 400 customers per day. Host Facilities in the healthcare or education settings that have 5,000 employees/patients/clients/visitors per day are preferred, but are not required. In any venue, the Unit's Host Facility must generally be in a location with a great enough customer traffic to achieve and maintain average minimum purchases of $1,200 per week ($5,200 per month or $62,400 annually) (evaluated annually at the end of each Operational Year) of authorized Ingredients, Supplies or Products, using the ORION System. You must choose with our consent the location of the Unit within the Host Facility – Franchise Agreement, Section 1. The Unit must be installed and equipped in conformity with the final layout and design prepared by ORION and franchisee – Franchise Agreement, Section 7.

12. TERRITORY

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

The Franchise Agreement will grant you a non-exclusive license during the term of the Agreement to use ORION's System and Trademarks for one or more specified ORION Brands (generally

the "Hot Stuff Pizza" Brand or the like) to operate a Unit within your Host Facility, selling ORION's Products. During the term of the Franchise Agreement if we license you to operate the ORION Brand at a Unit located in a Host Facility in a convenience store, grocery store, or a free-standing restaurant, we will not use or license others to use this Brand, or its associated System or Trademarks within one mile of your Unit (except as noted below). ORION and its affiliates reserve the right to offer all other ORION Brands and their associated System and Trademarks in other facilities, and through other distribution channels even if they may be within one mile of your Unit. ORION and its affiliates also reserve the right to use or license others to use the ORION System and Trademarks and Brands, in Units located in schools, colleges or universities, hospitals or medical centers, sports arenas or stadiums, airports, bus or train depots (and associated airlines, buses, or trains), corporate or business and industry cafeterias or food courts, shopping malls, "strip" malls, hotels, military bases, prisons, nursing homes, amusement parks, golf courses or country clubs, or other locations generally catering to "captive" customers ("Specialty Locations"), even if these Specialty Location Units are within one mile of your Unit. If your Unit is located in a Specialty Location, ORION grants you protection only within the facility in which the Unit is located. You may cater or deliver outside of your protected area (if any).

ORION may reduce or eliminate the distance from this Unit wherein ORION will not use or license others to use the Brand(s) listed in Attachment A of the Franchise Agreement, should you fail to place and receive orders from ORION at least once per month during the initial term and any renewal term, and/or should fail to achieve and maintain average minimum purchases of $1,200 per week (evaluated annually at the end of each Operational Year, and based on the number of purchases made by you during such Operational Year, divided by the number of weeks in such Operational Year) of ORION Ingredients, Supplies, and Products from ORION over the initial term and any renewal term.

ORION also currently sells and intends to continue selling certain Brands of its pizza, sandwich, bakery, and associated Products through brokers and distributors, and through joint marketing arrangements with other food product providers. These third parties may sell our Products and/or similar or competing products to competitors in your market area. ORION is not required to pay you any compensation for such sales.

ORION also franchises/licenses others to operate outlets under other brands, including the "Päävo's Pizza" brand. These outlets currently sell and will continue to sell food items (including pizza, sandwich and bakery items) and associated products, and may compete with your Unit in the food service industry. One or more of these competing outlets may already be located in proximity to your proposed Unit. ORION has no system or method for resolving conflicts between franchisees/licensees of any of these concepts. The principal business address for these other concepts is the same as ORION's principal business address stated in Item 1. ORION does not currently maintain or plan to maintain physically separate offices or training facilities for these other concepts.

You will select, with our consent, the precise location for the Unit within your Host Facility. Our consent is not a guarantee or assurance as to the availability, suitability or prospects of a Unit.

ORION may consent to the relocation of a Unit to a new Host Facility. The relocation site must meet ORION's then-current system standards required for approval to open a new Unit. Potential relocated Units within convenience stores, grocery stores, or free-standing restaurants must not be located within one mile of an existing Unit offering the same Brand or Brands in these types of facilities. The relocated Unit must be opened within 90 days of the closing of the original Unit. The relocated Unit must also conform with ORION's then-current system standards and participate in ORION's then-current Marketing programs applicable for the opening of a new Unit at the then-current cost to the franchisee. We may require you to enter into ORION's then-current franchise agreement, for the relocated Unit,

under the then-current franchise Disclosure Document, both of which may differ from this Disclosure Document and the sample agreement contained within it.

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

Franchisees do not have an option, right of first refusal, or other right to acquire additional franchises without ORION's prior, express, award of such a franchise.

13. TRADEMARKS

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

Trademark	Registration Number	Registration Date
Hot Stuff	1,273,749	4/10/84
Hot Stuff	1,597,883	5/22/90
Hot Stuff	1,599,748	6/5/90
Hot Stuff Food on the Go	3,008,533	10/25/05
Hot Stuff Food on the Go	3,147,450	9/26/06
Hot Stuff Food on the Go	4,785,542	8/4/15
Hot Stuff Foods	3,067,835	3/14/06
Hot Stuff Foods (and Design)	3,067,843	3/14/06
Hot Stuff Foods	3,178,165	11/28/06
Hot Stuff Foods (and Design)	3,178,172	11/28/06
Hot Stuff Foods (and Design)	3,790,917	5/18/10
Hot Stuff Grill	3,146,096	9/19/06
Hot Stuff Grill	3,148,603	9/26/06
Hot Stuff Pizza	1,934,188	11/7/95
Hot Stuff Pizza (and Design)	1,983,972	7/2/96
Hot Stuff Pizza (and Design)	4,586,068	8/12/14
Hot Stuff Pizza (and Design)	4,346,965	6/4/13
Hot Stuff Pizzeria (and Design)	1,610,846	8/21/90
Hot Stuff Subs	4,105,883	2/28/12
Orion	1,580,464	1/30/90
Orion Food Systems	1,993,860	8/13/96
SmashHits Deli (and Design)	3,361,032	12/25/07
SmashHits Deli	3,361,036	12/25/07

Trademark	Registration Number	Registration Date
Smash Hit	1,853,236	7/6/94
Smash Hit Subs	1,916,687	9/5/95
Smash Hit Subs	2,327,875	3/14/00
Smash Hit Subs (and Design)	2,533,845	1/29/02
Smash Hit Subs (and Design)	1,918,606	9/12/95
Big Stuff	3,699,509	10/20/09
Eddie Peppers	1,910,670	8/8/95
Game Time Sports Grill	3,416,227	4/22/08
Chix Chicken	2,416,530	12/26/00
Hot Stuff Pizza	4,992,261	7/5/16
Smash Hit Subs	4,992,262	7/5/16
Eddie Peppers	4,992,258	7/5/16
Game Time Sports Grill	5,098,576	12/13/16
IGNG	5,162,297	3/14/17
IGNG INTELLIGENT GRAB N GO and Design	5,172,555	3/28/17

In December 2016, ORION applied for federal registration of the trademark "GOURMET GRUB HOT STUFF PIZZA." The United States Patent and Trademark Office assigned this application serial number 87/269913, and as of the date of this Disclosure Document, has not registered it. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

In January 2017, ORION applied for federal registration of the trademark "CHOPZ BY HOT STUFF." The United States Patent and Trademark Office assigned this application serial number 87/305831, and as of the date of this Disclosure Document, has not registered it. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

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

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

ORION reserves sole discretion to determine what steps, if any, are to be taken in any instance of unauthorized use or infringement of any of its Trademarks and has complete control of any litigation or settlement with any claim of an infringement, unfair competition or unauthorized use of the Trademarks. ORION is not obligated to protect your use of the Trademarks or to protect you against claims of infringement or unfair competition. ORION does not guarantee that there are no prior users of a licensed mark whose rights to its or their trademarks in their immediate trade area are superior to the rights of ORION to use and license others to use the Trademarks listed above. As of the date of this Disclosure Document, ORION is not aware of any prior rights or infringing uses that could materially affect your use of any of its Trademarks in the state where your Unit will be located.

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

14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

In June, 2016, ORION filed a utility patent application with the United States Patent and Trademark Office directed towards protecting ORION's proprietary technology related to systems and methods of Grab and Go Food Merchandising. The United States Patent and Trademark Office assigned this application serial number 62/347602. ORION will grant to you a non-exclusive, non-transferable license to use the technology described in this patent application pursuant to the IGNG License Agreement.

ORION permits you to use proprietary information in applicable components of the System Manual, the copyright to which is owned by ORION. Although ORION has not applied for federal copyright registration of the System Manual or its individual components, the information in the System Manual is proprietary and ORION owns and claims the copyright in the entire System Manual, in various advertising and sales promotion materials, and in customer convenience and other materials used to operate and promote your Unit, in both paper and electronic form. You will use all copyrighted materials only to operate the Unit under the Franchise Agreement and as authorized by ORION. ORION will disclose to you certain confidential or proprietary information and trade secrets associated with the System. You will use all confidential and proprietary information, trade secrets and System information we impart to you only to operate the Unit under the Franchise Agreement, and you will keep this information strictly confidential during and after the initial term and any renewal term(s) of the Franchise Agreement.

ORION is not obligated to defend you against claims from your use of patented or copyrighted items. You may have to modify or discontinue use of the items if challenged. There are no current material determinations or pending proceedings of the United States Patent and Trademark Office, United States Copyright Office, or court in the United States regarding any patent or copyright matter. ORION is currently not a party to any agreement that limits the use of any patent, patent application, or copyright. ORION is not aware of any patent or copyright infringements that could materially affect it or any Franchisee.

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

You, or your designated Unit manager, must devote your, or his or her, full time and attention and best efforts to successfully manage and operate your Unit. If a manager operates your Unit, the manager must successfully complete ORION's training program before assuming responsibility for your Unit and

meet the standards set by ORION. You will train the managers and employees of the Unit, as needed, to ensure that all sales of Products, beverages, food and other items from the Unit and other designated business information we require is accurately recorded and reported. Your manager is not required to maintain an equity interest in your Unit. Your Unit must be open for business for at least 12 business hours each day that the Host Facility is open for business, except for reasons beyond your reasonable control, or with ORION's prior written consent.

Where applicable, your principal stockholders, members or owners must execute the Personal Guaranty at Attachment C of the Franchise Agreement and/or the Corporate Guaranty at Attachment D of the Franchise Agreement. We may also require spouses of such parties to execute the Personal Guaranty. The signers of the Personal Guaranty agree that they shall be personally firmly bound by all of the terms, provisions and conditions of the Franchise Agreement, and that they unconditionally and irrevocably guarantee the full and timely performance of each of Franchisee's obligations under the terms of the Franchise Agreement. The parent entity that signs the Corporate Guaranty agrees to be firmly bound by all of the terms, provisions and conditions of the Franchise Agreement and that it unconditionally and irrevocably guarantees the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Franchise Agreement. You agree and warrant that there is no third-party agreement that impairs your performance of, or ability to enter into and execute, the Franchise Agreement.

16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must confine your business at the Unit to the operation of an authorized type of food service facility. You may not conduct any other business or activity at the Unit itself. You may not deliver Products, or sell Products or Ingredients in other than ready-to-eat form, unless specifically authorized by ORION to sell Products that may be frozen, thawed, or in an uncooked state for a "Take and Bake" or similar program. You may identify your business at the Unit only by the trademark designated by ORION for the applicable Brands. You must offer the full menu required by ORION in the applicable pages of Attachment B of the Franchise Agreement for the Brands operated at the Unit listed on Attachment A of the Franchise Agreement. ORION may change the menu for any Brand at its sole discretion. You may not offer or sell any product or service from the Unit except those ORION authorizes. Your Unit must be open for business each day of the year (subject to local law, strikes or casualty) and for the number of hours we require or that the Host Facility is open for business, except for reasons beyond your reasonable control, or with ORION's prior written consent. See Items 12 and 15.

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.	Term of the franchise	Section 3	Five years
b.	Renewal or extension of the term	Section 3	The Franchise will automatically extend for up to five additional terms of five years each at the applicable anniversaries of the Commencement Date if you are

Provision		Section in Franchise or Other Agreement	Summary
			not in breach of the Franchise Agreement (or any related agreement) and neither ORION nor you has given written notice of termination at least 30 days prior to the renewal date. The Franchise may also be extended under a new and possibly different form of agreement (which may be substantially different from the original agreement), but only by mutual consent. ORION may refuse to renew or extend
c.	Requirements for you to renew or extend	Sections 3, 7	Renewal or extension requires agreement of both parties. You must be in compliance and complete any needed upgrades to the Unit and retraining
d.	Termination by you	Sections 3, 17	You may terminate at the end of the initial term or any renewal term. You may terminate for good cause by notice to ORION if ORION fails to cure a default within 30 days of receipt of notice or seven days in cases of failure to pay sums of money
e.	Termination by ORION without cause	Not Applicable	Not Applicable
f.	Termination by ORION with cause	Section 17	ORION may terminate for good cause if you fail to cure a default within 30 days of receipt of notice or seven days in cases of failure to pay sums of money that are due
g.	"Cause" defined – defaults which can be cured	Section 17	Breaches of Franchise Agreement which are not specifically identified by the Franchise Agreement or statute as a default which cannot be cured
h.	"Cause" defined – defaults which cannot be cured	Section 17	Failure of three or more Unit inspections in 12-month period; abandonment of Franchise Agreement; failure to open Unit within 90 days of date of Franchise Agreement; removing the Unit or any Brands operating from it or any of its Equipment

Provision	Section in Franchise or Other Agreement	Summary
		from the Host Facility; failure to operate Unit for three or more consecutive days; failure to order or receive deliveries of supplies or food ingredients from ORION for 45 or more days; performing an unauthorized transfer; misrepresentations or omission of material information on your franchise application; should the Unit and/or its Host Facility be destroyed or rendered unusable by wind, fire, flood, or other natural or man-made calamity; you become insolvent or bankrupt; you, any manager of the Unit or any of your employees fail to successfully complete any required training; you (or one of your principal officers, directors, managers, partners, members or shareholders) are convicted or plead guilty or no contest to any charge or violation of any law relating to the Unit or of any felony; or you perform any act, or fail to take an action, that impairs or threatens to impair the goodwill of ORION, its system, brand or trademarks
i. Your obligations on termination/non-renewal	Sections 10, 18	Rights licensed revert to ORION. Your obligations include: close Unit and stop using the System, the ORION Trademarks and related materials (and confusingly similar trademarks); remove and return all items, signage and equipment bearing ORION Trademarks or copyrights; eliminate ORION's trade dress from the Host Facility; pay all sums outstanding; return materials supplied by ORION (including all System Manuals and other confidential information); and non-compete obligation (see line r)

	Provision	Section in Franchise or Other Agreement	Summary
j.	Assignment of contract by ORION	Section 16	ORION may transfer its interest in Franchise Agreement in its discretion
k.	"Transfer" by you – definition	Section 16	Any relocation of Unit or delegation, sublicense, transfer or assignment of any interest in Franchise Agreement, Unit or Unit operations or Host Facility
l.	ORION's approval of transfer by you	Section 16	You may not relocate, delegate, sublicense, transfer or assign any interest in the Franchise Agreement, Unit, Unit operations or Host Facility without ORION's consent, which is discretionary
m.	Conditions for ORION's approval of transfer	Section 16	ORION must approve the transferee
n.	ORION's right of first refusal to acquire your business	Not Applicable	Not Applicable
o.	ORION's option to purchase your business	Not Applicable	Not Applicable
p.	Your death or disability	Section 16	Treated as a "transfer"
q.	Non-competition covenants during the term of the franchise	Section 5	You cannot own or operate a competing or substitute business within one mile of Unit
r.	Non-competition covenants after the franchise is terminated or expires	Section 18	For one year following termination you may not establish a new foodservice operation at or within one mile of your Unit's location that features competitive products, or substitute items similar to the ORION products
s.	Modification of the agreement	Section 19	Agreement cannot be modified by conduct of parties; can be modified only by writing signed by both parties

Provision	Section in Franchise or Other Agreement	Summary
t. Integration/merger clause	Section 19	Franchise Agreement provides that it supersedes and cancels all other understandings or agreements. Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 21	Suit shall be brought in Federal Court in Sioux Falls, South Dakota unless state law requires otherwise
w. Choice of law	Section 20	South Dakota law applies (except South Dakota Franchise Act and South Dakota laws governing covenants not to compete and liquidated damages apply only to South Dakota franchisees to whom such laws apply)

18. PUBLIC FIGURES

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

19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

Based upon sales records received from franchisees and other operational information compiled by ORION, (i) Table 1 below sets forth actual and estimated annual performance data based on the unaudited performance during ORION's 2017 fiscal year (March 27, 2016 through March 25, 2017) of a total of 438 U.S.A. eligible reporting ORION Units, and (ii) Table 2 below sets forth actual and estimated monthly performance data based on the unaudited performance during ORION's 2017 fiscal year (March 27, 2016 through March 25, 2017) of a total of 438 U.S.A. eligible reporting ORION Units. As of June 20, 2017, a total of 438 of 968 total possible Units provided usable sales records to ORION for ORION's 2017 fiscal year. The 438 reporting Units were used to develop the information for this Item 19. The 968

total possible Units include all ORION Units operational as of March 25, 2017, the end of ORION's 2017 fiscal year, other than the franchise units operating under ORION's "Päävo's Pizza" franchise program, those operating on US Military Bases both domestic and foreign, and those that closed during ORION's 2017 fiscal year (56 Units closed during ORION's 2017 fiscal year; of these 56 Units, 7 Units closed after being open less than 12 months). None of the Units included in Table 1 or Table 2 below show to us any known or obvious deficiencies in the information reported by the franchisee to ORION.

The oldest eligible reporting Unit opened for business in March 1987. The newest Unit reporting Unit opened for business in March 2017; not all eligible reporting Units were therefore operational during the entirety of ORION's 2017 fiscal year. The 438 eligible reporting Units consist of the Units that utilized a system for scanning and reporting to ORION items made, discarded, and sold at the Unit, as well as other related business information, during ORION's 2017 fiscal year. Not all Units utilized this system during ORION's 2017 fiscal year, and the financial performance information included in Table 1 and Table 2 below does not include performance data for any Units that did not utilize this system during ORION's 2017 fiscal year. The 438 eligible reporting Units submitted 101,180 daily sales and expense reports for ORION's 2017 fiscal year utilizing this system. Based on its operations, ORION also acquired other operational information for such Units for ORION's 2017 fiscal year. These sales reports and this operational information was compiled and summarized to obtain the estimated performance for each reporting Unit during ORION's 2017 fiscal year. A total of 209 of the 438 eligible reporting Units (47.7%) achieved or surpassed the stated (average) overall Contribution to Overhead percentage of 8.9%.

Note that, as described in further detail herein, the financial performance information included in Table 1 and Table 2 below is based on (i) sales information provided to ORION by the reporting Units, (ii) certain operational information that ORION has with respect to such reporting Units based on the business it conducted with such Units, and (iii) labor hour and labor expense numbers that have been derived from information reported in the National Association of Convenience Stores ("NACS") State of the Industry Report using 2015 data. Accordingly, the financial performance information set forth in Table 1 and Table 2 below is an estimate of the financial performance of the reporting Units, and is based solely upon the information uniformly made available to ORION and the methodologies described in the notes to the tables. There is likely additional financial performance information that was not uniformly reported or otherwise made available to ORION (such as expenditures incurred by the reporting Units in connection with operating the Units, but from sources other than ORION) that could materially and adversely affect the financial performance information reported on Table 1 and Table 2. As a result, the financial performance information set forth in Table 1 and Table 2 below does not represent, and should not be interpreted to represent, a summary of the total financial performance of the reporting Units with respect to their operation of the Units. The financial performance information set forth in Table 1 and Table 2 also does not distinguish between new and existing Units, and ORION has not analyzed what, if any, differences exist between new and existing Units.

Table 3 is a Pro Forma Worksheet that allows a prospective franchisee to take the number of customers it projects will visit the proposed Host Facility on an annual basis, and the hourly labor rate it projects to pay employees operating the Unit, and see how those two projections might translate to categories such as items sold, retail revenue, cost of goods sold, gross profit, labor hours and labor expense based on the estimated performance data set forth on Table 1 for ORION's 2017 fiscal year. For purposes of these calculations, a prospective franchisee may choose to use the estimated averages from Table 1 for all the 438 reporting Units, the estimated averages from Table 1 for the top 25% of such reporting Units, the estimated averages from Table 1 for the bottom 25% of such reporting Units, or any combination of the foregoing. ORION provides no opinion as to which, if any, of these groupings of average performance are appropriate for any specific potential franchisee to use. The potential franchisee may use this information as one tool in constructing a pro forma for the proposed site, or as a source of comparative data.

The Pro Forma Worksheet in Table 3 (including any calculations resulting from the use of such worksheet) is not a projection, guaranty or warranty of performance. It is intended to serve as a starting place for the potential franchisee to ask further questions about entrance into the ORION System.

Table 4 is an Example Pro Forma that was prepared using the Pro Forma Worksheet set forth in Table 3, and based on a projected hourly Labor Rate of $14.00 and a projected 325,000 customers visiting the proposed Host Facility annually. Table 4 is included in this Item 19 simply to help serve as an example of how to use the Pro Forma Worksheet (and make the calculations therein). The Example Pro Forma in Table 4 (including the calculations therein) is not a projection, guaranty or warranty of performance.

Table 1, Table 2, Table 3, Table 4 and the notes to such tables, together with additional qualifying information and disclosures, follow below.

Table 1

Hot Stuff FY2018-A FDD
Financial Performance Representations
All Eligible Reporting Units - Orion FY2017 Data

Annualized

	110 Units				438 Units				110 Units			
	Annual. Avg. Top 25% of Report. Units	% of Total Revenue (Average)	Median (for group)	% of Total Revenue (Median)	Annual Avg. For All Report. Units	% of Total Revenue (Average)	Median (for group)	% of Total Revenue (Median)	Annual Avg. Bottom 25% o Report. Units	% of Total Revenue (Average)	Median (for group)	% of Total Revenue (Median)
Retail Revenue[1]	$219,205	100.0%	$202,389	100.0%	$158,319	100.0%	$136,870	100.0%	$87,413	100.0%	$76,639	100.0%
Cost of Goods Sold[2]	$96,863	44.2%	$88,331	43.6%	$71,141	44.9%	$61,267	44.8%	$40,157	45.9%	$36,109	47.1%
Gross Profit[3]	$122,342	55.8%	$114,058	56.4%	$87,178	55.1%	$75,603	55.2%	$47,257	54.1%	$40,530	52.9%
Operating Expenses:												
Labor[4]	$67,296	30.7%	$62,133	30.7%	$48,604	30.7%	$42,019	30.7%	$26,836	30.7%	$23,528	30.7%
Equipment[5]	$734	0.3%	$915	0.0%	$3,099	2.0%	$201	0.1%	$7,086	8.1%	$1,675	2.2%
Marketing[6]	$959	0.4%	$986	0.5%	$935	0.6%	$980	0.7%	$946	1.1%	$984	1.3%
Quality Control[7]	$13,095	6.0%	$11,361	5.6%	$18,231	11.5%	$16,239	11.9%	$20,206	23.1%	$18,067	23.6%
Supplies/Other[8]	$2,191	1.0%	$1,771	0.9%	$2,241	1.4%	$1,797	1.3%	$2,024	2.3%	$1,495	2.0%
Total Operating Expenses[9]	$84,276	38.4%	$76,252	37.7%	$73,110	46.2%	$61,236	44.7%	$57,099	65.3%	$45,749	59.7%
Contribution to Overhead[10]	**$38,066**	**17.4%**	**$37,806**	**18.7%**	**$14,068**	**8.9%**	**$14,367**	**10.5%**	**-$9,842**	**-11.3%**	**-$5,219**	**-6.8%**
Labor Hours[11]	4,498		4,153		3,249		2,809		1,794		1,573	
Labor Rate[12]	$14.96		$14.96		$14.96		$14.96		$14.96		$14.96	
Labor Yield[13]	$48.73		$48.73		$48.73		$48.73		$48.73		$48.73	
Items Sold[14]	60,576		56,814		45,545		39,905		27,163		24,600	
Revenue / Item Sold[15]	$3.62		$3.56		$3.48		$3.43		$3.22		$3.12	
Penetration (Minimum)[16]	15.3%		15.0%		10.3%		10.3%		5.7%		6.7%	
Traffic[17]	396,085		378,776		440,316		386,034		476,168		369,227	
Revenue / Customer[18]	$0.55		$0.53		$0.36		$0.35		$0.18		$0.21	
Highest Retail Revenue[1]	$636,341				$636,341				$309,168			
Lowest Retail Revenue[1]	$24,258				$4,304				$4,304			

Neither financing costs nor any additional fuel, inside sales, or other revenue sources ("Lift") are included resulting from the operation of the Hot Stuff Pizza and/or other ORION Brands. This table is based on ORION's Fiscal Year 2017 performance data supplied by Units operating within Convenience Stores. See additional notes in Item 19 for other information concerning this table.

Table 2

Hot Stuff FY2018-A FDD
Financial Performance Representations
All Eligible Reporting Units - Orion FY2017 Data

Monthly

	110 Units				438 Units				110 Units			
	Monthly Avg. Top 25% of Report. Units	% of Total Revenue (Average)	Median (for group)	% of Total Revenue (Median)	Monthly Avg. For All Report. Units	% of Total Revenue (Average)	Median (for group)	% of Total Revenue (Median)	Monthly Avg. Bottom 25% o Report. Units	% of Total Revenue (Average)	Median (for group)	% of Total Revenue (Median)
Retail Revenue[1]	$18,267	8.3%	$16,866	8.3%	$13,193	8.3%	$11,406	8.3%	$7,284	8.3%	$6,387	8.3%
Cost of Goods Sold[2]	$8,072	44.2%	$7,361	43.6%	$5,928	44.9%	$5,106	44.8%	$3,346	45.9%	$3,009	47.1%
Gross Profit[3]	$10,195	4.7%	$9,505	4.7%	$7,265	4.6%	$6,300	4.6%	$3,938	4.5%	$3,378	4.4%
Operating Expenses:												
Labor[4]	$5,608	2.6%	$5,178	2.6%	$4,050	2.6%	$3,502	2.6%	$2,236	2.6%	$1,961	2.6%
Equipment[5]	$61	0.0%	$76	0.0%	$258	0.2%	$17	0.0%	$591	0.7%	$140	0.2%
Marketing[6]	$80	0.0%	$82	0.0%	$78	0.0%	$82	0.1%	$79	0.1%	$82	0.1%
Quality Control[7]	$1,091	0.5%	$947	0.5%	$1,519	1.0%	$1,353	1.0%	$1,684	1.9%	$1,506	2.0%
Supplies/Other[8]	$183	0.1%	$148	0.1%	$187	0.1%	$150	0.1%	$169	0.2%	$125	0.2%
Total Operating Expenses[9]	$7,023	3.2%	$6,431	3.2%	$6,092	3.8%	$5,103	3.7%	$4,758	5.4%	$3,812	5.0%
Contribution to Overhead[10]	**$3,172**	**1.4%**	**$3,074**	**1.5%**	**$1,172**	**0.7%**	**$1,197**	**0.9%**	**-$820**	**-0.9%**	**-$435**	**-0.6%**
Labor Hours[11]	375		346		271		234		149		131	
Labor Rate[12]	$14.96		$14.96		$14.96		$14.96		$14.96		$14.96	
Labor Yield[13]	$48.73		$48.73		$48.73		$48.73		$48.73		$48.73	
Items Sold[14]	5,048		4,734		3,795		3,325		2,264		2,050	
Revenue / Item Sold[15]	$3.62		$3.56		$3.48		$3.43		$3.22		$3.12	
Penetration (Minimum)[16]	15.3%		15.0%		10.3%		10.3%		5.7%		6.7%	
Traffic[17]	33,007		31,565		36,693		32,169		39,681		30,769	
Revenue / Customer[18]	$0.55		$0.53		$0.36		$0.35		$0.18		$0.21	
Highest Retail Revenue[1]	$53,028				$53,028				$25,764			
Lowest Retail Revenue[1]	$2,022				$359				$359			

Neither financing costs nor any additional fuel, inside sales, or other revenue sources ("Lift") are included resulting from the operation of the Hot Stuff Pizza and/or other ORION Brands. This table is based on ORION's Fiscal Year 2017 performance data supplied by Units operating within Convenience Stores. See additional notes in Item 19 for other information concerning this table.

Table 1 and Table 2 Notes

Table 1 and Table 2 above refers to 436 eligible reporting Convenience Store Units, and 2 eligible reporting Grocery Store Units, of 968 total Units possible.

Table 1 represents the estimated average/median annualized performance for the 438 Units in the overall group. Table 2 represents the estimated average/median monthly performance for the 438 Units in the overall group. The tables are each divided into three ranges, from left to right (1) the top 25% of the reporting Units based on the estimated average Contribution to Overhead percentage; (2) the overall estimated average performance of all of the reporting Units; and (3) the bottom 25% of the reporting Units based on the estimated average Contribution to Overhead percentage.

(1) Retail Revenue:

We believe that all revenue information supplied on Table 1 and Table 2 includes only revenues derived by the reporting Units from the sale of ORION Products during ORION's 2017 fiscal year. Reporting Units were instructed to provide "gross revenues," not factoring in any discounts given or sales tax collected in association with the sale of ORION Products. All stated Retail Revenue values should only include recorded sales of ORION Products. Neither ancillary promotional items sold in conjunction with ORION Products, nor "lift" derived from the sale of additional inside, beverage, fuel, or other revenue sources achieved from the operation of the Hot Stuff Pizza or other ORION Brands, should be included in the Retail Revenue values. The stated values are the estimated average/median monthly or annualized values for Retail Revenue for the reporting Units. The highest Retail Revenue and lowest Retail Revenue included for each range of reporting Units is also shown on the tables.

(2) Cost of Goods Sold:

The stated values on Table 1 and Table 2 is the estimated average/median monthly or annualized Cost of Goods Sold for the range of reporting Units shown on the tables during ORION's 2017 fiscal year. Cost of Goods Sold is the franchisee's cost of food and packaging items purchased from ORION and used to prepare finished products sold to the end consumer. The stated values include the franchisee's costs of food and packaging items for ORION Products they sold and ORION Products made and later sampled. It does not include the franchisee's costs of goods for ORION Products made and later discarded or the franchisee's costs of any unused Ingredients. The stated values do not include the cost of any food or packaging items purchased or obtained by the reporting Units from parties other than ORION in connection with operating the Unit or preparing ORION Products.

(3) Gross Profit:

This is our calculation of reported Retail Revenue less Cost of Goods Sold.

(4) Labor:

Labor expenses were not universally reported as part of ORION's reporting systems during ORION's 2017 fiscal year. Labor expenses on Table 1 and Table 2 were thus derived from information available in the NACS State of the Industry Report using 2015 data. Page 34 of that publication states an industry average of wages representing 30.7% of sales. This percentage corresponds closely to the estimated 25% Labor expense (as a percentage of Retail Revenue) from those Units that did report and similar data from other reporting years. Out of the abundance of caution, the Labor expenses were calculated as 30.7% of Retail Revenue to conform with the NACS data. NACS estimated an average hourly wages/benefits of $14.96 for staff member (see page 144 of the publication). The stated values are

therefore the estimated average/median monthly or annualized values for Labor expenses for the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year. This expense category is intended to account for the typical labor needed to operate the Unit to ensure effective implementation of the ORION System. Single Unit operators can expect to achieve greater efficiencies in their labor expenses because they typically devote some portion of their own time to operating the ORION Brands. The values portrayed in this line do not necessarily take this factor into consideration.

(5) Equipment:

This category on Table 1 and Table 2 is the reported average/median monthly or annualized cost of equipment items purchased by the Franchisee during ORION's 2017 fiscal year to operate the ORION Unit by the range of reporting Units shown on the tables. They do NOT include any leasehold improvements or other related costs associated with opening the Units. ORION recommends that a potential Franchisee calculate his or her own equipment expense based on the standard depreciation allowed by the Internal Revenue Service for restaurant-style equipment, based on the estimated equipment quotation for equipment needed for the Unit depreciated over the standard seven years of useful life.

(6) Marketing:

This category on Table 1 and Table 2 is the reported average/median monthly or annualized cost of marketing and promotional items spent by the Franchisee to operate the ORION Unit by the range of reporting Units shown on the tables during ORION's 2017 fiscal year. The stated values should only include expenditures related to the franchisee's purchase of materials from ORION in accordance with the requirements of the ORION Franchise Agreement. The stated values likely do not include the costs associated with using these materials in local media venues, the costs of activities such as Product sampling, or the costs of any other marketing or advertising expenses the reporting Units may have incurred (if any) from other sources in connection with operating the Units. Marketing is a key component for the promotion of the ORION Brands and the achievement of greater uniformity in the eyes of the public with the Products offered under the ORION Brands.

(7) Quality Control:

This category on Table 1 and Table 2 is the actual reported average/median annualized or monthly expense for quality control discard for the range of reporting Units shown on the tables during ORION's 2017 fiscal year. This expense includes the cost of goods for Products made that are not sold and that are discarded at the end of their useful Product life. It also includes Ingredients that are not used in making Products that are discarded at the end of their useful life. This is a key consideration, as it helps to ensure the freshness of ORION Products. It also ensures that Products satisfy ORION's System standards.

(8) Supplies/Other:

This category on Table 1 and Table 2 is the reported average/median monthly or annualized cost of smallwares, office products, maintenance parts, and wearables purchased from ORION by the range of reporting Units shown on the tables during ORION's 2017 fiscal year. It should not include any such items on hand or purchased from third parties. The stated values also should not include the costs of any other supplies relating to the operation of the Unit, or any other expenditures the reporting Units may have incurred (if any) from other sources in connection with operating the Unit, such as utility costs or costs associated with pest control services, laundry services or sanitary services.

(9) Total Operating Expenses:

This is our calculation of the sum of the individual operating expenses listed above.

(10) Contribution to Overhead:

Contribution to Overhead is referred to as "CTO." This is our calculation of the average/median estimated monthly or annualized Gross Profit, less the sum of the average/median estimated monthly or annualized Operating Expenses. It is the estimated pre-tax contribution that a Unit may make to indirect labor, additional overhead not directly associated with operation of the ORION Brand(s), and additional costs and expenses associated with operation of the ORION Brand(s) but not included in the calculations set forth above.

The number of Units achieving or surpassing the stated results as set forth on Table 1 and Table 2 is based on the estimated monthly or annualized Contribution to Overhead percentage of each reporting Unit. The overall average Contribution to Overhead percentage for the 438 eligible reporting Units on the tables was 8.9%. A total of 209 of the 438 eligible reporting Units achieved or surpassed the stated results (47.7% of the total). A total of 191 of the 438 eligible reporting Units achieved a Contribution to Overhead percentage of 10% or better (43.6%). A total of 330 of the 438 eligible reporting Units achieved a positive Contribution to Overhead percentage (75.3%).

(11) Labor Hours:

Labor Hours were not universally reported as part of ORION's reporting systems during ORION's 2017 fiscal year. Labor Hours on Table 1 and Table 2 were thus derived from information available in the NACS State of the Industry Report using 2015 data. Page 34 of that publication states an industry average of wages representing 30.7% of sales. This percentage corresponds closely to the estimated 25% Labor expense (as a percentage of Retail Revenue) from those Units that did report and similar data from other reporting years. Out of the abundance of caution, the Labor expenses were calculated as 30.7% of Retail Revenue to conform with the NACS data. NACS estimated an average hourly wage of $14.96 for staff member (see page 144 of the publication.) The stated values for Labor Hours are therefore the estimated average/median monthly or annualized values for Labor Hours for the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year. Labor expenses were divided by the $14.96 average hourly wage/expenses per staff member to derive the number of Labor Hours employed. This category is intended to account for the typical labor needed to operate the Unit to ensure effective implementation of the ORION System. Single Unit operators can expect to achieve greater efficiencies in their Labor Hours because they typically devote some portion of their own time to operating the ORION Brands. The values portrayed in this line do not necessarily take this factor into consideration.

(12) Labor Rate:

This information comes from the NACS State of the Industry Report using 2015 Data (see page 144 of the publication).

(13) Labor Yield:

This is our calculation of the estimated average/median amount of Retail Revenue generated for each Labor Hour for the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year. It is calculated by dividing the estimated average/median monthly or annualized Retail Revenue for the range of reporting Units shown in the tables, by the estimated average/median monthly or annualized Labor Hours for the range of reporting Units shown in the tables.

(14) Items Sold:

This is the estimated average/median monthly or annualized number of ORION Products sold by the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year, as reported by the range of reporting Units shown on the tables.

(15) Revenue / Item Sold:

This is our calculation of the estimated average/median amount spent by the end consumer for each ORION Product purchased for the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year. It is calculated by dividing the estimated average/median monthly or annualized Retail Revenue for the range of reporting Units shown in the tables, by the estimated average/median monthly or annualized number of Items Sold for the range of reporting Units shown in the tables. This is not necessarily an "average ticket", as more than one ORION Product might be sold in a transaction with the end consumer.

(16) Penetration ("Capture Rate"):

This is our calculation of the of the estimated percentage of visitors to a Unit/Host Facility that purchase an ORION Product for the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year. It is calculated by dividing the estimated average/median monthly or annualized number of Items Sold for the range of reporting Units shown in the tables, by the estimated average/median monthly or annualized number of Customers for the range of reporting Units shown in the tables. A single Customer may purchase more than one ORION Product during a visit to the Unit/Host Facility. The values portrayed in this line do not necessarily take this factor into consideration.

(17) Customers:

Customer traffic information was not universally reported as part of ORION's reporting systems during ORION's 2017 fiscal year. A total of 325 of the 438 eligible reporting sites reported customer traffic information (74.2%), which resulted in 75.058 days of traffic records. An extrapolation was made on the remaining 113 sites that did not report customer traffic information based on the reporting of the 325 sites that did report the requested data. The stated values are therefore the estimated number of monthly or annual visitors for the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year. Visitor traffic information is collected by traffic counters mounted at the entrances and exits the Host Facility. If more than one visitor enters or exits the Host Facility at the same time, the traffic counters may only register this as "one" visitor entering or exiting the Host Facility. The values portrayed in this line do not take this factor into consideration.

(18) Revenue / Customer:

This is our calculation of the estimated average/median amount spent per Customer for the range of reporting Units shown on Table 1 and Table 2 during ORION's 2017 fiscal year. It is calculated by dividing the estimated average/median monthly or annualized Retail Revenue for the range of reporting Units shown in the tables, by the estimated average/median monthly or annualized number of Customers for the range of reporting Units shown in the tables.

Table 3
Hot Stuff FY2018-A FDD
Pro Forma Worksheet

		Using Annual Average of Top 25% Reporting Units FY2017	Using Annual Average of All Reporting Units FY2017	Using Annual Average of Bottom 25% Reporting Units FY2017
1)	Annual Customers[1]	*(supplied by prospect)*	*(supplied by prospect)*	*(supplied by prospect)*
2)	Labor Hourly Pay Rate[2]	*(supplied by prospect)*	*(supplied by prospect)*	*(supplied by prospect)*
3)	Penetration (Capture Rate)[3]	15.3%	10.3%	5.7%
4)	Items Sold[4]	*(#1 x 15.3%)*	*(#1 x 10.3%)*	*(#1 x 5.7%)*
5)	Revenue / Item Sold[5]	$3.62	$3.48	$3.22
6)	Retail Revenue[6]	*(#4 x $3.62)*	*(#4 x $3.48)*	*(#4 x $3.22)*
7)	Costs of Goods Sold[7]	*(#6 – #8)*	*(#6 – #8)*	*(#6 – #8)*
8)	Gross Profit[8]	*(#6 x 55.8%)*	*(#6 x 55.1%)*	*(#6 x 54.1%)*
9)	Gross Margin[9]	55.8%	55.1%	54.1%
10)	Labor Yield[10]	$48.73	$48.73	$48.73
11)	Labor Hours[11]	*(#6 ÷ #10)*	*(#6 ÷ #10)*	*(#6 ÷ #10)*
12)	Labor Expense[12]	*(#2 x #11)*	*(#2 x #11)*	*(#2 x #11)*
13)	Equipment[13]	*(0.3% x #6)*	*(2.0% x #6)*	*(8.1% x #6)*
14)	Marketing[14]	*(0.4% x #6)*	*(0.6% x #6)*	*(1.1% x #6)*
15)	Quality Control[15]	*(6.0% x #6)*	*(11.5% x #6)*	*(23.1% x #6)*
16)	Supplies/Other[16]	*(1.0% x #6)*	*(1.4% x #6)*	*(2.3% x #6)*

Table 3 Notes

Use of this Pro Forma Worksheet assumes that the variables used in lines 1 and 2 are independent variables and that the mathematical relationship between those variables to the other categories set forth in this Pro Forma worksheet remain relatively constant, regardless of the value used for lines 1 and 2. Based upon its historic experience, ORION reasonably believes that these relationships are primarily those of independent variables, but it has not conducted any statistical, mathematical or other study of that relationship and makes no representation that lines 1 and 2 are independent variables. The results of the worksheet are to be used as a preliminary tool, not as a projection or quantification of actual results.

(1) Annual Customers:

This is the projected average number of customers that will visit the Host Facility on an annual basis. It is calculated by multiplying the projected average number of customers that will visit the Host Facility on a daily basis, by the number of days the Host Facility is projected to be open each year. The projected average number of customers that will visit the Host Facility on a daily basis is to be provided by the potential franchisee. The projected average number of annual customers is used to calculate the results set forth in lines 4 (Items Sold), 6 (Retail Revenue), 7 (Costs of Good Sold), 8 (Gross Profit), 11 (Labor Hours), 12 (Labor Expenses), 13 (Equipment), 14 (Marketing), 15 (Quality Control) and 16 (Supplies/Other).

(2) Labor Hourly Pay Rate:

This is the projected hourly wage that the potential franchisee intends to pay the employees operating the Unit. This projection is provided by the potential franchisee and results in an estimate of line 12 (Labor Expenses).

(3) Penetration (Capture Rate):

This is the estimated percentage of visitors to the Unit/Host Facility that will purchase an ORION Product. The Penetration (Capture Rates) shown are those as reported in Table 1 for each corresponding range of reporting Units set forth in this table. The Penetration (Capture Rate) is calculated by dividing the estimated average monthly or annualized number of Items Sold for the range of reporting Units shown in Table 1, by the estimated average monthly or annualized number of Customers for such range of reporting Units shown in Table 1.

(4) Items Sold:

This is the estimated number of ORION Products that will be sold from the Unit annually. This is calculated by multiplying the projected Annual Customers (line 1) by the estimated Penetration (Capture Rate) (line 3).

(5) Revenue / Item Sold:

This is the estimated average amount that will be spent by the end consumer for each ORION Product purchased from the Unit. The Revenue / Item Sold figures shown are those as reported in Table 1 for each corresponding range of reporting Units set forth in this table. The Revenue / Item Sold figures in Table 1 are calculated by dividing the estimated average monthly or annualized Retail Revenue for the range of reporting Units shown in Table 1, by the estimated average monthly or annualized number of Items Sold for such range of reporting Units shown in Table 1.

(6) Retail Revenue:

This is the estimated amount of annual revenue that will be derived by the Unit from the sale of ORION Products. It is calculated by multiplying the estimated number of Items Sold (line 4) by the estimated Revenue / Items Sold (line 5) (example: 50,000 Items Sold multiplied by $3.50 per Item = $175,000). This estimate does not factor in any discounts that may be given or sales tax that may be collected in association with the sale of ORION Products. This estimate does not include revenue that may be received from ancillary promotional items sold in conjunction with ORION Products, or "lift" derived from the sale of additional inside, beverage, fuel, or other revenue sources achieved from the operation of the Unit.

(7) Cost of Goods Sold:

This is the estimated annual cost of food and packaging items that will be purchased from ORION and used to prepare finished ORION Products sold to the end consumer. It is calculated by subtracting the estimated Gross Profit (line 8) from the estimated Retail Revenue (line 6). This estimate includes the estimated cost of food and packaging items for ORION Products that will be sold and ORION Products made and later sampled. This estimate does not include the cost of goods for ORION Products that may be made and later discarded or the cost of any Ingredients that may go unused. This estimate does not include the cost of any food or packaging items that may be purchased or obtained from parties other than ORION in connection with operating the Unit or preparing ORION Products.

(8) Gross Profit:

This is a calculation of the estimated Retail Revenue (line 6) multiplied by the estimated Gross Margin (line 9).

(9) Gross Margin:

This is the estimated Gross Margin percentage as reported in Table 1 for each corresponding range of reporting Units set forth in this table. The Gross Margin percentage for each range of reporting Units in Table 1 is calculated by dividing the Gross Profit set forth for such range of reporting Units in Table 1 by the Retail Revenue set forth for such range of reporting Units in Table 1.

(10) Labor Yield:

This is the estimated average amount of Retail Revenue generated for each Labor Hour. The Labor Yields shown are those as reported in Table 1 for each corresponding range of reporting Units set forth in this table. The Labor Yield is calculated by dividing the estimated average monthly or annualized Retail Revenue for the range of reporting Units shown in Table 1, by the estimated average monthly or annualized Labor Hours for such range of reporting Units shown in Table 1.

(11) Labor Hours:

This is the estimated annual amount of labor hours needed to operate the Unit to ensure effective implementation of the ORION System. This is calculated by dividing the estimated Retail Revenue (line 6) by the Labor Yield (line 10). Single Unit operators can expect to achieve greater efficiencies in their labor hours because they typically devote some portion of their own time to operating the Unit. The values portrayed in this estimate do not necessarily take this factor into consideration.

(12) Labor Expense:

This is the estimated labor expense needed to operate the Unit to ensure effective implementation of the ORION System. This is calculated by multiplying the projected Labor Hourly Pay Rate (line 2) by the estimated Labor Hours (line 11). This does not include payroll taxes or other assessments. Single Unit operators can expect to achieve greater efficiencies in their labor expenses because they typically devote some portion of their own time to operating the Unit. The values portrayed in this estimate do not necessarily take this factor into consideration

(13) Equipment:

This is the estimated annual cost of equipment items that will need to be purchased by to operate the Unit. This is calculated by multiplying the estimated Retail Revenue (line 6) for each range of reporting Units set forth in this table by the estimated amount of equipment expenses (as a percentage of Retail Revenue) reported in Table 1 for each corresponding range of reporting Units. This estimate does not include any leasehold improvement costs or other related costs associated with opening the Unit.

(14) Marketing:

This is the estimated annual cost of marking and promotional items needed to operate the Unit. This is calculated by multiplying the estimated Retail Revenue (line 6) for each range of reporting Units set forth in this table by the estimated amount of marketing expenses (as a percentage of Retail Revenue) reported in Table 1 for each corresponding range of reporting Units. This estimate should only include estimated expenditures related to the purchase of materials from ORION in accordance with the requirements of the ORION Franchise Agreement. This estimate should only include the costs associated with using these materials in local media venues, the costs of activities such as Product sampling, or the costs of any other marketing or advertising expenses the reporting Units may incur (if any) from other sources in connection with operating the Units.

(15) Quality Control:

This is the estimated annual expense for quality control discard. This is calculated by multiplying the estimated Retail Revenue (line 6) for each range of reporting Units set forth in this table by the estimated amount of quality control expenses (as a percentage of Retail Revenue) reported in Table 1 for each corresponding range of reporting Units. This estimate includes the cost of goods for Products that will be made and not sold and that will be discarded at the end of their useful Product life. It also includes Ingredients that will not be used in making Products and that will be discarded at the end of their useful life.

(16) Supplies/Other:

This is the estimated annual cost of smallwares, office products, maintenance parts, and wearables to be purchased from ORION. This is calculated by multiplying the estimated Retail Revenue (line 6) for each range of reporting Units set forth in this table by the estimated amount of supplies/other expenses (as a percentage of Retail Revenue) reported in Table 1 for each corresponding range of reporting Units. This estimate should not include any such items on hand or to be purchased from third parties. This estimate should not include the costs of any other supplies relating to the operation of the Unit, or any other expenditures the Unit may incur (if any) from other sources in connection with operating the Unit, such as utility costs or costs associated with pest control services, laundry services or sanitary services.

Table 4
Hot Stuff FY2018-A FDD
Example Pro Forma

	Using Top 25% Reporting Units Average	Using Average All Reporting Units	Using Bottom 25% Reporting Units Average
	FY2017	**FY2017**	**FY2017**
1) Annual Customers	325,000 *(supplied by prospect)*	325,000 *(supplied by prospect)*	325,000 *(supplied by prospect)*
2) Labor Hourly Pay Rate	$14.00 *(supplied by prospect)*	$14.00 *(supplied by prospect)*	$14.00 *(supplied by prospect)*
3) Penetration (Capture Rate)	15.30%	10.30%	5.70%
4) Items Sold	49,725 *(#1 x 15.3%)*	33,475 *(#1 x 10.3%)*	18,525 *(#1 x 5.7%)*
5) Revenue / Item Sold	$3.62	$3.48	$3.22
6) Retail Revenue	$180,004.50 *(#4 x $3.62)*	$116,493.00 *(#4 x $3.48)*	$59,650.50 *(#4 x $3.22)*
7) Costs of Goods Sold	$79,561.99 *(#6 – #8)*	$52,305.36 *(#6 – #8)*	$27,379.58 *(#6 – #8)*
8) Gross Profit	$100,442.51 *(#6 x 55.8%)*	$64,187.64 *(#6 x 55.1%)*	$32,270.92 *(#6 x 54.1%)*
9) Gross Margin	55.80%	55.10%	54.10%
10) Labor Yield	$48.73	$48.73	$48.73
11) Labor Hours	3,694 *(#6 ÷ #10)*	2,391 *(#6 ÷ #10)*	1,224 *(#6 ÷ #10)*
12) Labor Expense	$51,715 *(#2 x #11)*	$33,468 *(#2 x #11)*	$17,137 *(#2 x #11)*
13) Equipment	$540.01 *(0.3% x #6)*	$2,329.86 *(2.0% x #6)*	$4,831.69 *(8.1% x #6)*
14) Marketing	$720.02 *(0.4% x #6)*	$698.96 *(0.6% x #6)*	$656.16 *(1.1% x #6)*
15) Quality Control	$10,800.27 *(6.0% x #6)*	$13,396.70 *(11.5% x #6)*	$13,779.27 *(23.1% x #6)*
16) Supplies/Other	$1,800.05 *(1.0% x #6)*	$1,630.90 *(1.4% x #6)*	$1,371.96 *(2.3% x #6)*

General Notes

The tables must be read with the cautionary statements below and the explanatory notes included above.

Neither ORION nor any independent public accountants have audited or otherwise undertaken to verify information reported to it by its franchisees and licensees. See Item 20 for information on the ORION System.

Written substantiation for the variables and estimates used in preparing this Item 19 will be available to you on reasonable request.

The tables reflect average/median estimated results of operation and average/median estimated investment with varying levels of operational expertise assumed, as described herein, and based on the information described above.

Some Units have achieved the results from operations stated in the tables. Your individual results may differ. There is no assurance that you'll achieve the results from operations stated in the tables.

Prices we charge for ORION-sourced products will vary over time.

You must develop your own business plan and budget for a proposed ORION Unit including capital budgets, financial statements, projections and other elements appropriate to the particular circumstances of the proposed business. You are encouraged to consult with your own accounting, business, and legal advisors in doing so. In developing the business plan, you are cautioned to make necessary allowances for changes in financial results to income, expenses, or both, that may result from variation from the circumstances set forth in the tables and notes, because of geographical location and/or seasonality factors, or because of operation of your Unit in an unusual location, in different areas or in new market areas, of an unusual size, decor or arrangement, or during periods of or in areas suffering from economic downturns, inflation, labor shortages, unemployment, or negative economic influences.

Other than the preceding financial performance representation, ORION does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Contract Administration Department, Orion Food Systems, L.L.C., 2930 West Maple Street, P.O. Box 85210, Sioux Falls, SD 57118-5210, 1-877-648-6227, the Federal Trade Commission, and the appropriate state regulatory agencies.

20. OUTLETS AND FRANCHISEE INFORMATION

ORION and its affiliates have offered licenses for one or more similar businesses pursuant to legal arrangements different from the franchises described in this disclosure document since 1986. As of March 25, 2017, under all of these programs (other than ORION's "Päävo's Pizza" franchise program, which is offered under a different Disclosure Document listing 8 operating Units as of March 25, 2017) approximately 1,051 licensed units were open for business (917 franchised Units listed in this disclosure document, and 134 licensed non-franchised Units). The tables below relate to all of ORION's franchise programs listed in this Disclosure Document, other than ORION's "Päävo's Pizza" franchise program.

Table 1. ORION's Systemwide Outlet Summary
For Years FY 2015 to FY 2017

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	FY 2015	827	829	2
	FY 2016	829	882	53
	FY 2017	882	917	35
Company Owned	FY 2015	1	0	(1)
	FY 2016	0	0	0
	FY 2017	0	0	0
Total Outlets	FY 2015	828	829	1
	FY 2016	829	882	53
	FY 2017	882	917	35

Note: A list of all franchisees and the addresses and telephone numbers of all of their Units and the names and addresses of all franchisees whose franchises were discontinued for any reason in the preceding 12 months, are included in this Disclosure Document at Exhibit E (56 former franchisees are listed).

Table 2. Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years FY 2015 to FY 2017

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	F2015	2
	F2016	1
	F2017	0
Alaska	F2015	0
	F2016	0
	F2017	2
Arizona	F2015	0
	F2016	0
	F2017	1
Arkansas	F2015	2
	F2016	3
	F2017	3
Colorado	F2015	0
	F2016	1
	F2017	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	F2015	1
	F2016	0
	F2017	0
Georgia	F2015	1
	F2016	0
	F2017	1
Idaho	F2015	2
	F2016	0
	F2017	0
Illinois	F2015	3
	F2016	2
	F2017	3
Indiana	F2015	2
	F2016	0
	F2017	1
Iowa	F2015	0
	F2016	0
	F2017	2
Kansas	F2015	0
	F2016	2
	F2017	1
Kentucky	F2015	0
	F2016	10
	F2017	0
Michigan	F2015	1
	F2016	2
	F2017	1
Minnesota	F2015	6
	F2016	4
	F2017	5
Mississippi	F2015	1
	F2016	3
	F2017	2
Missouri	F2015	0
	F2016	0
	F2017	1
Montana	F2015	1
	F2016	1
	F2017	2

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Nebraska	F2015	4
	F2016	4
	F2017	2
Nevada	F2015	0
	F2016	1
	F2017	0
North Dakota	F2015	3
	F2016	1
	F2017	3
Ohio	F2015	0
	F2016	1
	F2017	0
Oklahoma	F2015	1
	F2016	1
	F2017	2
South Carolina	F2015	1
	F2016	0
	F2017	1
South Dakota	F2015	3
	F2016	2
	F2017	6
Tennessee	F2015	1
	F2016	0
	F2017	0
Texas	F2015	1
	F2016	3
	F2017	1
Washington	F2015	1
	F2016	2
	F2017	1
West Virginia	F2015	0
	F2016	1
	F2017	1
Wisconsin	F2015	4
	F2016	7
	F2017	3
Total	F2015	41
	F2016	57
	F2017	46

Table 3. Status of Franchise Outlets
For Years FY 2015 to FY 2017

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminati-ons	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
Alabama	F2015	19	6	0	1	0	0	24
	F2016	24	4	0	1	0	0	27
	F2017	27	5	0	0	0	0	32
Alaska	F2015	12	0	0	0	0	0	12
	F2016	12	0	0	0	0	1	11
	F2017	11	0	0	1	0	1	9
Arizona	F2015	13	1	0	1	0	0	13
	F2016	13	0	0	0	0	0	13
	F2017	13	1	0	0	0	0	14
Arkansas	F2015	10	1	0	1	0	1	9
	F2016	9	1	0	0	0	0	10
	F2017	10	0	0	0	0	1	9
California	F2015	3	0	0	0	0	1	2
	F2016	2	1	0	0	0	0	3
	F2017	3	1	0	0	0	0	4
Colorado	F2015	11	0	0	2	0	0	9
	F2016	9	1	0	0	0	0	10
	F2017	10	0	0	0	0	0	10
Florida	F2015	10	0	0	1	0	2	7
	F2016	7	0	0	0	0	2	5
	F2017	5	1	0	0	0	0	6
Georgia	F2015	9	0	0	0	0	1	8
	F2016	8	3	0	2	0	0	9
	F2017	9	5	0	0	0	0	14
Guam	F2015	1	0	0	0	0	1	0
	F2016	0	0	0	0	0	0	0
	F2017	0	0	0	0	0	0	0
Idaho	F2015	17	5	0	0	0	1	21
	F2016	21	4	0	0	0	1	24
	F2017	24	1	0	0	0	1	24
Illinois	F2015	23	2	0	0	0	0	25
	F2016	25	2	0	0	0	1	26
	F2017	26	2	1	0	0	1	26
Indiana	F2015	21	0	0	0	0	1	20
	F2016	20	3	0	1	0	2	20
	F2017	20	4	1	0	0	2	21

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminati-ons	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
Iowa	F2015	24	1	0	3	0	3	19
	F2016	19	3	0	2	0	1	19
	F2017	19	4	0	1	0	2	20
Kansas	F2015	24	2	0	1	0	0	25
	F2016	25	0	0	0	0	0	25
	F2017	25	1	0	0	0	5	21
Kentucky	F2015	9	2	0	0	0	0	11
	F2016	11	6	0	0	0	1	16
	F2017	16	4	0	0	0	2	18
Louisiana	F2015	5	0	0	1	0	0	4
	F2016	4	2	0	0	0	1	5
	F2017	5	3	0	0	0	1	7
Michigan	F2015	21	0	0	0	0	2	19
	F2016	19	2	0	1	0	0	20
	F2017	20	0	1	0	0	0	19
Minnesota	F2015	90	3	0	5	0	1	88
	F2016	88	6	0	3	0	0	91
	F2017	91	5	0	1	0	2	93
Mississippi	F2015	19	1	0	3	0	1	16
	F2016	16	3	0	2	0	2	15
	F2017	15	4	0	0	0	1	18
Missouri	F2015	25	4	0	1	0	1	27
	F2016	27	6	0	4	0	0	29
	F2017	29	5	0	3	0	4	27
Montana	F2015	28	2	0	0	0	0	30
	F2016	30	1	0	0	0	0	31
	F2017	31	1	1	0	0	0	31
Nebraska	F2015	31	1	0	0	0	1	31
	F2016	31	7	0	0	0	1	37
	F2017	37	3	0	1	0	0	39
Nevada	F2015	1	0	0	0	0	0	1
	F2016	1	0	0	0	0	0	1
	F2017	1	1	0	0	0	0	2
New Mexico	F2015	6	0	0	1	0	0	5
	F2016	5	1	0	0	0	0	6
	F2017	6	1	0	0	0	0	7
North Carolina	F2015	22	0	0	0	0	1	21
	F2016	21	3	0	0	0	0	24
	F2017	24	3	0	0	0	0	27

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminati-ons	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
North Dakota	F2015	77	4	0	2	0	4	75
	F2016	75	5	0	0	0	0	80
	F2017	80	9	0	0	0	1	88
Ohio	F2015	13	2	0	0	0	1	14
	F2016	14	0	0	0	0	0	14
	F2017	14	0	0	0	0	0	14
Oklahoma	F2015	28	3	0	1	0	2	28
	F2016	28	5	0	0	0	0	33
	F2017	33	2	0	1	0	2	32
Oregon	F2015	3	0	0	0	0	1	2
	F2016	2	0	0	0	0	0	2
	F2017	2	0	0	0	0	0	2
Pennsylvania	F2015	1	0	0	0	0	0	1
	F2016	1	0	0	0	0	0	1
	F2017	1	0	0	0	0	0	1
South Carolina	F2015	19	3	0	1	0	3	18
	F2016	18	2	0	1	0	0	19
	F2017	19	1	1	0	0	1	18
South Dakota	F2015	70	8	0	1	0	4	75
	F2016	75	5	0	0	0	1	79
	F2017	79	6	0	2	0	0	83
Tennessee	F2015	6	0	0	1	0	0	5
	F2016	5	0	0	1	0	0	4
	F2017	4	1	0	0	0	0	5
Texas	F2015	49	3	0	3	0	2	47
	F2016	47	5	1	7	0	4	40
	F2017	40	5	2	0	0	1	42
Utah	F2015	2	0	0	0	0	0	2
	F2016	2	0	0	0	0	0	2
	F2017	2	0	0	0	0	0	2
Virginia	F2015	11	2	0	0	0	0	14
	F2016	14	2	0	0	0	1	15
	F2017	15	1	1	0	0	0	15
Washington	F2015	19	1	0	0	0	1	19
	F2016	19	3	0	0	0	0	22
	F2017	22	3	0	0	0	1	24
West Virginia	F2015	7	2	0	0	0	0	9
	F2016	9	0	0	0	0	0	9
	F2017	9	1	0	0	0	0	10

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminati-ons	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
Wisconsin	F2015	60	7	0	2	0	1	64
	F2016	64	5	0	0	0	1	68
	F2017	68	13	1	0	0	7	73
Wyoming	F2015	9	0	0	0	0	0	9
	F2016	9	1	0	1	0	0	9
	F2017	9	1	0	0	0	0	10
Total	F2015	828	66	0	32	0	37	829
	F2016	829	92	1	26	0	20	874
	F2017	874	98	9	10	0	36	917

Table 4. Status of Company-Owned Outlets For Years FY 2015 to FY 2017

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
South Dakota	F2015	1	0	0	0	1	0
	F2016	0	0	0	0	0	0
	F2017	0	0	0	0	0	0
Total	F2015	1	0	0	0	1	0
	F2016	0	0	0	0	0	0
	F2017	0	0	0	0	0	0

Table 5. Projected New Franchised Outlets As of March 25, 2017 End of Orion FY 2017

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	2	5	0
Alaska	0	1	0
Arizona	0	8	0
Arkansas	0	3	0
California	0	8	0
Colorado	0	5	0
Florida	0	5	0
Georgia	1	10	0
Idaho	0	5	0
Illinois	0	11	0
Indiana	0	8	0
Iowa	1	4	0
Kansas	0	5	0
Kentucky	0	6	0
Louisiana	1	0	0
Maryland	0	1	0
Michigan	0	4	0
Minnesota	3	12	0
Mississippi	1	5	0
Missouri	0	12	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Montana	1	12	0
Nebraska	0	6	0
Nevada	0	6	0
North Carolina	0	5	0
North Dakota	5	15	0
Ohio	1	6	0
Oklahoma	1	6	0
South Carolina	0	5	0
South Dakota	2	6	0
Tennessee	0	6	0
Texas	1	16	0
Virginia	0	2	0
Washington	0	6	0
West Virginia	1	0	0
Wisconsin	2	16	0
Wyoming	0	3	0
Total	23	234	0

1) The figures provided in Table 5 are as of March 25, 2017, and the projections are for ORION's newly-established fiscal year that begins on March 26, 2017 and ends 370 days thereafter on March 31, 2018.

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

Some franchisees have signed confidentiality clauses during ORION's last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with ORION. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We have formed a Franchise Advisory Council that consists of franchisees within our System with whom we consult on various aspects of our System. This is not a formal entity, and it does not have a telephone number, street address, email address, or website. The members of our Franchise Advisory Council are simply franchisees with whom we communicate by telephone and email, and who attend periodic telephone and in-person meetings with our staff. No independent franchisee association has asked to be included in this Disclosure Document.

21. FINANCIAL STATEMENTS

We experienced a change in ownership on December 24, 2014. Periods prior to our change in ownership are referred to as "Predecessor" in our financial statements, and the period subsequent to our change in ownership is referred to as "Successor" in our financial statements. Our financial statements for the period from March 30, 2014 to December 23, 2014 (Predecessor), the period from December 24,

2014 to March 28, 2015 (Successor), the period from March 29, 2015 to March 26, 2016 (Successor), and the period from March 27, 2016 to March 25, 2017 (Successor) prepared according to United States Generally Accepted Accounting Principles, and related report of our independent public accountants are included in Exhibit D.

22. CONTRACTS

A sample of ORION's standard Franchise Agreement, a short-form franchise agreement, is included in this Disclosure Document at Exhibit A, a sample Equipment Agreement is included at Exhibit B, and a sample IGNG License Agreement is included at Exhibit C. You are encouraged to obtain any independent legal and financial advice you deem appropriate to obtain a full understanding of the franchise offered by this Disclosure Document. You should consult your own business or legal advisor for an explanation of your legal rights under applicable laws and regulations. You are advised that other ORION franchisees operate under different forms of agreement(s), and the rights and obligations of parties to these agreements may differ materially from those contained in the current standard Franchise Agreement contained in this Disclosure Document. You may not make any payment to ORION or sign any contract(s) for this franchise until 14 calendar days after you sign the Acknowledgments of Receipt at the back of this Disclosure Document. You must also refrain from taking any other action or making any commitments regarding an ORION franchise until and unless you receive written notice from ORION that your application for a franchise has been approved and that an ORION Brands franchise has been issued in your name. ORION particularly cautions you not to take any action to construct, establish, operate or advertise a Unit or related Business until you and an ORION officer duly execute a Franchise Agreement for the Unit and you receive a written authorization from ORION to open the Unit.

23. RECEIPTS

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

EXHIBIT A

FRANCHISE AGREEMENT

ORION FOOD SYSTEMS, L.L.C.
FRANCHISE AGREEMENT

HOST FACILITY CITY AND STATE: _____

FRANCHISEE BUSINESS NAME: _____

HOST FACILITY NAME: _____

HOST FACILITY ADDRESS: _____

_____

UNIT I.D. NUMBER: _____

FRANCHISE AGREEMENT DATE: _____

EFFECTIVE DATE: _____

COMMENCEMENT DATE: _____

Table of Contents

Page

1. GRANT, RESERVATIONS AND REPRESENTATIONS 1
2. ACCEPTANCE OF FRANCHISE 2
3. TERM 3
4. TRADEMARKS 3
5. INGREDIENTS AND PRODUCT STANDARDS AND OBLIGATIONS 3
6. OPERATIONS 4
7. EQUIPMENT AND MAINTENANCE 4
8. ORDERS, DELIVERY AND MINIMUM PURCHASES 6
9. PAYMENT 6
10. SYSTEM KNOW-HOW AND CONFIDENTIALITY 7
11. ORION SERVICES AND FEES 7
12. UNIT RECORDS AND REPORTING 8
13. CLEANLINESS STANDARDS 9
14. MARKETING 9
15. INSURANCE AND INDEMNIFICATION 10
16. RELOCATION AND TRANSFER 10
17. TERMINATION 11
18. TERMINATION CONSEQUENCES 11
19. INTERPRETATION 12
20. GOVERNING LAW 12
21. DISPUTE RESOLUTION 12
22. RELATIONSHIPS 12
23. FDD DISCLOSURE 13

ATTACHMENTS

A. Brands
B-1 Hot Stuff Pizza Brand Menu
B-2 Hot Stuff Subs, Smash Hit Subs and Chopz by Hot Stuff Brands Menu
B-3 Gourmet Grub Hot Stuff Pizza Brand Menu
B-4 Chix Chicken Brand Menu
B-5 Chix Chicken Xpress Brand Menu

Table of Contents
(continued)

Page

B-6 Game Time Sports Grill Brand Menu
B-7 Other Brands Menu (as authorized by Orion)
C. Personal Guaranty
D. Corporate Guaranty

FRANCHISE AGREEMENT

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

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

1. GRANT, RESERVATIONS AND REPRESENTATIONS.

(a) We grant you a non-exclusive license during the term of this Agreement to use those portions of the System and those Trademarks pertaining to the Brands listed on Attachment A to install and operate one Unit located within the Host Facility. You will select, with our consent, the precise location for the Unit within your Host Facility.

(b) If the Unit is located within a convenience store, grocery store, or free-standing restaurant, we will not use or license others to use those portions of the System or those Trademarks pertaining to the Brands listed in Attachment A within another convenience store, grocery store, or free-standing restaurant site within a one-mile radius of your Unit during the term of this Agreement, subject to Section 1(c). We reserve the right to use or license others to use the System, Trademarks and Brands, including those listed in Attachment A, at any other type of location, even if it is within one mile of your Unit. If your Unit is located within a "Specialty Location" such as a school, college, university, hospital, stadium, airport, business and industry site, shopping mall, military base or the like, your protected radius under this Agreement is limited to the facility in which the Unit is located. You may cater or deliver outside of your protected area (if any).

(c) The protected radius in Section 1(b) is subject to the condition that your Unit meets the minimum performance standard in Section 8(b) of this Agreement. If it does not, we

may reduce, qualify or eliminate the protected radius (in addition to our other remedies) by notice to you.

(d) We reserve all rights not specifically granted to you in this Agreement. ORION and its affiliates reserve the right to offer, market, distribute and sell our pizza, sandwich, bakery or other Products, under any trademark, through other channels of distribution, including brokers, distributors and joint marketing arrangements with other food product providers, through the internet, and by direct sale, mail order and telemarketing, at, from or to any location. These third parties may sell our Products and/or similar or competing products to competitors in your market area. We are not obligated to compensate you for any such sales.

(e) You do not have an option, right of first refusal, or other right to acquire additional franchises from us. We may in the future acquire competing businesses or systems which operate a franchise or business that sells similar goods or services to those offered at your Unit, under a brand or trademark different from those listed in Attachment A, including at locations inside your protected radius. We and our affiliates may conduct various other business activities, including various food service businesses, and we reserve the right to receive fees or payments from others for rights licensed, or goods or services provided, to others for these business activities.

2. ACCEPTANCE OF FRANCHISE.

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

(b) You accept the franchise granted in Section 1 and agree to use your best efforts to install, open and continuously operate the Unit during the initial and any renewal terms strictly in accordance with this Agreement, our training and System requirements, and the Operations Manual, Operations Manual Charts, Product Procedures Manual, and such other operations or product manuals/menus/charts we periodically implement (the "System Manual(s)") we will lend to you.

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

(d) You will prepare and sell only those Products offered under the Brands listed in Attachment A that we designate periodically (as listed in the System Manual(s), Attachment B and/or in other written notices from us, and which are subject to change periodically at our absolute discretion) at your Unit, and will use only the Ingredients and Supplies we provide or approve (as identified in our System Manual(s), order forms, and elsewhere), all of which must be identified only by those Trademarks we authorize. You acknowledge that this franchise is for the distribution and sale of a line of proprietary food Ingredients that we produce or distribute, together with related Supplies and items we distribute. You acknowledge that you will have materially breached this Agreement if you purchase food products from other sources and use those items to prepare and merchandise Products identified by or associated with any Brand listed in Attachment A, or any associated Trademark.

3. TERM.

(a) This Agreement is in effect, unless sooner terminated under Section 17, for an initial term of five years, beginning on the date the Unit opens for business (or for existing Units converting to this Agreement, the date both of us execute this Agreement) (the "Commencement Date") and expiring at 11:59 p.m. local time on the fifth anniversary of the Commencement Date (the "Initial Expiration Date"). An "Operational Year" of the Agreement is the period from the Commencement Date, or its anniversary, to the next anniversary of the Commencement Date.

(b) This Agreement will renew for up to five additional renewal terms of five years each on the Initial Expiration Date, and each fifth anniversary of that date thereafter (the "Renewal Expiration Dates"), until the conclusion of the fifth renewal term, if and only if you are not in breach of this Agreement (or any related agreement) at any of the Renewal Expiration Dates, and if neither of us has given the other written notice at least 30 days before each applicable Renewal Expiration Date that it does not wish to renew this Agreement. A successor agreement may be executed at the conclusion of the renewal term(s) only by our mutual consent and using the form of Agreement we are then using for renewal franchises (the terms of which may differ substantially from this Agreement).

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

5. INGREDIENTS AND PRODUCT STANDARDS AND OBLIGATIONS.

(a) We will sell you the available Ingredients, Products and Supplies needed to operate the Unit and Brands. We will sell such items to you, at a profit, and you will purchase from us, the entire stock of the available Ingredients, Products and Supplies required for the Unit and Brands. Prices are subject to change. You will follow our proprietary Method and System and our Ingredient, Supply, Product and menu specifications, and will purchase all food and packaging requirements from us (or our designee) for as long as the Unit operates to ensure brand equity, taste profile, traceability, and food safety. We warrant to you that the Ingredients, Products and Supplies we deliver to you will not be adulterated or misbranded when delivered, and will be fit for consumption when stored, handled, prepared and served as specified in the System Manual(s).

(b) You will use only our Method and the Ingredients we supply or approve to assemble and prepare Products according to our formulas and specifications, conforming to our

standards of quality, portion, appearance, taste and packaging. You may not use any item not supplied or authorized by us to prepare Products sold under ORION Trademarks. You will offer the full menu of Products for the Brand(s) listed in Attachment A that we designate periodically (as listed in the System Manual(s), Attachment B and/or in other written notices from us, and which are subject to change periodically at our absolute discretion), in the manner and packaging we specify, in sufficient supply to meet customer demand. You will offer all "dayparts" for the Brands listed in Attachment A in accordance with the menu for those Brands, as listed in Attachment B, the System Manuals and/or in other written notices from us. You will prepare, store, handle, merchandise, package, display, sell and discard Ingredients and Products in accordance with the System Manual(s).

(c) To prevent unfair competition with, and unauthorized use of, our System, processes, Trade Secrets, Trademarks and know-how based upon your knowledge of the System, you agree that while this Agreement is in effect you will not own any interest in, lease property to or otherwise work for, engage in, or assist, directly or indirectly, any other quick service restaurant or food service business within a one-mile radius of the Host Facility that is a direct competitor of or substitute for the Brands listed on Attachment A or a food service business that features, in whole or in substantial part, food items similar to the Products for the Brand(s) listed in Attachment A (as listed in the System Manual(s), Attachment B and/or in other written notices from us). You may not offer or sell any items from the Unit and/or under ORION's Trademarks except those we designate or authorize.

(d) We may, in our discretion, periodically change any of our System requirements, Ingredients, Supplies, Products, Trademarks, equipment, Trade Secrets and procedures and, upon our notification to you, you will promptly conform the Unit, Brand(s) and the business conducted at the Unit to the revised requirements at your cost.

6. OPERATIONS. You will operate the Unit at all times strictly in accordance with our Method and System. You or your manager will devote your or such manager's personal full time and attention and best efforts to successfully manage and operate the Unit. The Unit will be staffed and operated at all times with (i) a qualified manager who meets the standards set by ORION and who furnishes his or her full time and attention to the Unit, and (ii) with qualified employees. The manager and employees shall operate the Unit in conformity with our minimum staffing, hours of operation, and uniform requirements (as listed in the System Manual(s) and, with respect to uniform requirements, as mutually determined by you and by our representatives). The initial manager and staff must be hired before our training course begins. You, each manager of the Unit, and the initial staff must have successfully completed to our satisfaction the training program(s) that we designate. You will train the managers and employees of the Unit, as needed, to ensure that all Product sales and other designated business information we require is adequately recorded and reported. The commercial risk of the Unit is yours. Our grant of this franchise and our consent to the location of the Unit is not a guarantee or assurance as to its suitability, prospects, or profitability. You solely will hire, employ and supervise the Unit's employees and determine their wages and terms of employment, and set your own prices.

7. EQUIPMENT AND MAINTENANCE.

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

(b) You will purchase for use in the business conducted at the Unit only materials, equipment and fixtures that we authorize, or which meet standards and specifications we

establish, or is from sources we designate. We may sell these items to you at a profit. Prices are subject to change. You acknowledge that, in order to assure uniformity and common standards of Trademark usage throughout the System, you will purchase all signage and cabinetry which bears our Trademarks or otherwise incorporates our trade dress from sources we expressly authorize in advance.

(c) We have established a proprietary system and method for tracking customer traffic at Host Facilities and reporting items made, discarded and sold at Units the ("Intelligent Grab n Go System" or "IGNG System"). We will grant to you a non-exclusive, non-transferable license to use the IGNG System and related components and software pursuant to a separate license agreement (the "IGNG License Agreement"). You must enter into the IGNG License Agreement and utilize the IGNG System in connection with your operation of the Unit. You must purchase and install, at your expense, the components and related software that allows you to track customer traffic at each public entrance to the Host Facility, scan and report all items made, discarded, and sold at the Unit, and report such other designated business information we require, all in accordance with the IGNG System and such other standards and specifications we establish (as we and may from time to time modify). All such components and related software must meet the standards and specifications we establish, or be from sources we designate. We may sell these items to you at a profit. Prices are subject to change. All such components and software must be installed and maintained by competent contractors, at your expense. You will operate and maintain such components and software strictly in accordance with the IGNG System and such other standards and specifications we establish, and you agree to install any upgrade or change to such components or software that we may periodically require. You must report all information collected by the IGNG System to us as provided in Section 12(b).

(d) You must purchase and maintain, at your expense, such data communication services (including, but not limited to, an internet connection and/or cellular service) that are needed to operate the IGNG System and that allow you to transmit the information collected thereby to us, all in accordance with the standards and specifications we establish or from sources we designate.

(e) You will not alter the Unit or its equipment or fixtures without our consent. You will maintain sufficient on-site freezer storage space to meet the standards for operating the Brands listed in Attachment A and the initial and ongoing food Ingredient orders needed to operate these Brands. You will obtain all necessary utilities, permits, licenses and other legal, governmental, regulatory, or architectural requirements to open and operate the Unit before our training course begins and before the Unit opens, and you will keep them current while this Agreement is in effect.

(f) You agree to maintain your Unit in top condition and in accordance with the reasonable maintenance standards and requirements we set and periodically may revise. You will promptly repair or replace obsolete, defective or worn-out equipment, signage and fixtures at your expense.

(g) You must complete reasonable Brand upgrades and refurbishments to your Unit, as we may designate, by the end of every fifth anniversary of the Commencement Date for as long as you operate the Unit. If your Unit is located in the continental United States, you must pay us a $500 Installation Assistance Fee for the installation services that ORION provides to you in connection with the upgrading and refurbishment of your Unit. If your Unit

is located outside the continental United States, you must pay us an Installation Assistance Fee of up to $2,000 (as we determine) for such services.

8. ORDERS, DELIVERY AND MINIMUM PURCHASES.

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

(b) You agree to place and receive orders from us at least once per month while this Agreement is in effect, and you must achieve and maintain average minimum purchases of $1,200 per week (evaluated annually at the end of each Operational Year, and based on the number of purchases made by you during such Operational Year, divided by the number of weeks in such Operational Year) of Ingredients, Supplies, and Products from us (or our designee) for as long as you operate the Unit. If you fail to do so, you will be in breach of this Agreement and, in addition to our other remedies, and without thereby excusing or exonerating your breach of this obligation, we may reduce or eliminate your protected radius under Section 1(b), require you to relocate the Unit to another qualified replacement Host Facility owned by you, and approved by us as the successor Host Facility, or terminate this Agreement.

(c) We reserve the right to pick the carrier for all deliveries. We further reserve the right to distribute orders of less than $500 through entities other than us and/or to institute a delivery charge or surcharge for these orders in an amount that we establish. We will bill you for, and you will promptly pay, these delivery charges or surcharges for special means of distribution relating to orders of less than $500. We may set and periodically revise prices and credit terms, or require pre-payment for, Ingredients, Products, Supplies, equipment, or services purchased from us, allocate deliveries, and institute fuel or other delivery-related fees, charges or surcharges.

(d) You will be in breach of this Agreement and deemed to have abandoned it if you remove any Brand listed in Attachment A from the Unit without our prior written consent, fail to operate any Brand listed in Attachment A at the Unit for three or more consecutive days without our prior written consent or fail to order and receive delivery of Ingredients, Supplies and Products from us for 45 days or more without our prior written consent. We reserve the right to terminate this Agreement immediately without your opportunity to cure if you abandon the Unit or the Brands listed in Attachment A.

9. PAYMENT.

(a) You will pay us in full for Ingredients, Products, and Supplies and other goods and services you buy from us within ten days from the date of their delivery, unless we otherwise direct.

(b) You must pay for all equipment you purchase from us in accordance with the terms and conditions we periodically establish. You will sign security agreement(s) and financing statements for us to file to record our ownership of any "Free on Loan" Equipment in your possession or to be shipped to you, and we will not transfer to you title to any equipment we may sell to you or to your financier until we receive payment in full for all equipment you purchase from us.

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

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

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

11. ORION SERVICES AND FEES.

(a) Before the Unit opens for business, we will conduct a site survey of the proposed Host Facility and will perform other tasks necessary to evaluate your qualifications as a franchisee and the proposed site's qualifications for a Unit. Our evaluation is not a representation or guaranty of the success or suitability of the proposed Host Facility or the proposed Unit. Before the Unit opens for business, we will also provide our standard Unit layout and design consultation; assist you with ordering your equipment and obtaining necessary licenses or permits; and provide you with installation coordination and consultation services. You will obtain, schedule and pay your own on-site contractor for your installation and leasehold improvement needs. You are solely responsible, at your expense, for ensuring that all of these installations, leasehold improvements and license and permit requirements are completed before training begins.

(b) Before the Unit opens for business, we will also provide training (described in our Franchise Disclosure Document) at your Unit suitable for the number and type of Brands

that you are authorized to operate. You must pay us a $1,000 Training Fee for the training services that ORION provides to you. You, the initial manager of the Unit, and the initial staff must successfully complete our training program, at your expense, before opening your Unit, and each other manager must successfully complete our training program before such manager assumes responsibility for the Unit. Your Unit must be equipped and ready to open before your initial training is scheduled to begin; if it is not ready, you must pay our expenses caused by the delay. We may, in our reasonable discretion, require retraining of you and any Unit manager(s) and employees while this Agreement is in effect.

(c) We will provide periodic ongoing operations counseling. You will allow us free access to the Host Facility during its normal hours of operation to photograph and inspect the Unit and Host Facility and to inventory, examine, copy and audit the Unit's books and records, Ingredients, Supplies and Products. We will advise you periodically on principal aspects of Unit operations, which may include Ingredient handling; Product preparation, packaging, merchandising and quality; Unit sanitation and cleanliness; Unit financial and operational performance; promotional materials and techniques; customer service; employee training; inventory; compliance with the System and System Manual(s); and other general guidance and advice regarding the Unit and the authorized Brands offered. One of our representatives will visit your Unit at least 12 times per Operational Year on mutually agreed dates (but not on national holidays) unless (i) we are prevented from doing so due to reasons beyond our reasonable control, including fire, flood, severe weather conditions, war, terrorism or sabotage, accident, labor disputes, governmental laws or regulations, sickness or mechanical failure, (ii) the visit is conducted away from the Unit in another location with the participation of you or your principal decision-makers, (iii) you are in breach of this Agreement at the time of the missed deadline, or (iv) as of the last business day of any quarter of the Operational Year, you are more than 30 days late on any payment or report due to us. We will not charge you a separate fee for these visits. We may reduce, modify, or eliminate these visits to you if your volume of purchases fails to achieve or maintain the amounts specified in Section 8(b). Each calendar day that we visit your Unit shall count as one visit for purposes hereunder.

(d) If your Unit is located in the continental United States, you must pay us an Installation Assistance Fee of $500 before we ship your initial equipment to you. If your Unit is located outside the continental United States, you must pay us an Installation Assistance Fee of up to $2,000 (as we determine) before we ship your initial equipment to you.

12. UNIT RECORDS AND REPORTING.

(a) You must record all Unit transactions on the forms or a media we designate and in the manner we specify.

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

(c) You may also be required to otherwise compile and make monthly reports to us listing the Unit's sales, cost of sales of the Products for the Brands you are authorized to operate (and, at our discretion, the number, type and variety of Products sold for the Brands you are authorized to operate) and expenses such as labor hours and labor costs, equipment depreciation, advertising and marketing, quality control discard, sampling and discounts and other expenses (such as utilities, supplies and services). You agree to provide such reports as required by us.

(d) You must complete and submit to us an initial survey (regarding your experience with ORION and the process for purchasing and opening the Unit) within six months from the date you open the Unit. You must also complete and submit to us, by the times we designate, any other surveys we request from time to time. You must provide an email address to us for purposes of sending notices and other communications to you. You must take all necessary measures (including setting your "spam filter") for you to receive email communications from us. You acknowledge that you will have materially breached this Agreement if you fail to submit any survey to us by the designated deadline or fail take any necessary measures for you to receive email communications from us.

(e) We may change our reporting standards periodically, and you will promptly conform to the new standards. We will keep information you report to us confidential, but we are free to use such information and to compile it into statistical aggregates that do not reveal to third parties your identity or data specifically identifiable to your business unless required by law or court order. You will keep the Unit records accurate and timely and make them available to our representatives during their visits to the Unit or upon reasonable request.

13. CLEANLINESS STANDARDS. You will take all measures necessary to prevent contamination of Ingredients, Supplies, and Products. You will operate the Unit in a clean, orderly and safe manner, in accordance with all applicable laws, regulations, codes and the System Manual(s), including any standards we set that may exceed those established by law and including any applicable laws, regulations or codes relating to restaurants, food safety and handling, sanitation, menu and food labeling, public accommodations, building codes, fire safety or labor. You will keep the Unit extremely clean and well maintained, and you will promptly repair or replace damaged, worn-out, or obsolete fixtures, furnishings or equipment. You will take all steps necessary to avoid and prevent risks to public (or employee) health and safety at or near the Unit. **You will keep the Unit and its storage areas completely separate from any area that stores, handles, or sells any non-ORION supplied uncooked meat, poultry, eggs or seafood.** You will notify us in writing within twenty-four (24) hours if you receive any notice that you or the Unit is not in compliance with all applicable health or sanitary laws, regulations or standards. We reserve the right to order the temporary closing of your Unit to minimize or mitigate public health or safety risks and you agree to comply immediately with any such order and to cooperate in remediation. You will not deliver or sell Products from the Unit that are not "ready to eat," unless specifically authorized by us to sell Products that may be frozen, thawed, or in an uncooked state for a "Take and Bake" or similar program. You will promptly inform us of any claim or incident involving the Unit or its Products.

14. MARKETING.

(a) You will use your best efforts to promote and maximize sales at the Unit. You will correctly display all signage, banners, posters, or other materials that we require, and that are applicable to your Unit's type of Host Facility, to advertise the Brands listed in Attachment A.

(b) Before your new Unit opens, you will promote the new Unit with a Grand Opening Kit that we or our designee provides. We will provide this kit, which has a value of $500 per Brand, to you free of charge.

(c) You will also conduct regular local sales promotion programs, using only materials and media we expressly authorize, conforming at all times to the Trademark requirements listed in this Agreement. You will promote the Brands listed in Attachment A at your Unit for as long as it operates with periodic sales promotion materials we produce or

authorize. We will normally introduce these sales promotion materials to you periodically throughout the year, and we will bill you for them when shipped or on a quarterly basis. The cost to you is $250 per quarter for each of the Hot Stuff Pizza®, Hot Stuff Subs®, and Chix Chicken® Brands and no more than $1,000 per year for each of these Brands. The cost to you is $125 per quarter for the Chopz by Hot Stuff™ Brand and no more than $500 per year for this Brand. The cost to you is $75 per quarter for the Gourmet Grub Hot Stuff Pizza™ Brand and no more than $300 per year for this Brand. We may credit a portion of your quarterly marketing fee to allow you to use the credit for local store marketing activities as we specifically approve in advance.

(d) You agree to participate fully in and to honor all short-term promotional campaigns and offers that we originate for each of the Brands listed in Attachment A operated at the Unit.

15. INSURANCE AND INDEMNIFICATION.

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

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

16. RELOCATION AND TRANSFER.

(a) You will not relocate, delegate, sublicense, transfer, or assign any interest in this Agreement, the Unit or its operations or the Host Facility, directly or indirectly, without our consent, which we may grant or withhold in our absolute discretion. We may transfer our interest in this Agreement at our discretion. We may allow you to relocate the Unit, but we reserve the right to inspect any proposed successor Host Facility and approve or reject a proposed relocation to the same before your movement of the Unit. You must complete any approved relocation within 90 days of the closing of the original Unit.

(b) You will provide us with information on a proposed transfer of any interest in the Unit and/or Host Facility at least 30 days before the transfer date by submitting written notice of the pending transfer, along with a complete application signed by the proposed transferee. The proposed transferee, if approved, must, at our discretion, either enter into a new franchise agreement with us or sign an amendment to this Agreement assuming your obligations for the unexpired term of this Agreement. If we require the proposed transferee to

sign a new agreement, we may also require the transferee to pay the then current new opening services fee (if any). You will use your best efforts to promptly complete a transfer to which we consent in accordance with this Section. You will have breached and abandoned this Agreement if you change ownership of the Host Facility or the Unit without properly transferring this Agreement in accordance with this Section (an "Unauthorized Transfer").

17. TERMINATION. Except as provided elsewhere in this Agreement, either party may terminate this Agreement only for good cause and upon notice to the other party as follows:

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

(b) We have good cause to terminate this Agreement, and may terminate this Agreement immediately upon delivery of notice to you, without your opportunity to cure, if: (i) you fail any three Unit inspections, by failing one or more critical areas in an inspection, as defined periodically by us in our sole discretion, in a consecutive 12-month period; (ii) you abandon this Agreement by failing to open the Unit within 90 days of the date of this Agreement, by removing the Unit or any Brands listed in Attachment A operating from it or any of its equipment from the Host Facility, by failing to operate the Unit for three or more consecutive days without our prior written consent, or by failing to order and receive delivery of Ingredients, Supplies and Products from us for 45 or more consecutive days without our prior written consent; (iii) you perform an Unauthorized Transfer; (iv) you misrepresent or omit material information on your application; (v) the Unit and/or its Host Facility is destroyed or rendered unusable by wind, fire, flood or other natural or man-made calamity and is not repaired in such a manner as to meet our facility and equipment requirements, and reopened within 60 days of closure; (vi) you become insolvent or bankrupt by any definition; (vii) you, any manager of the Unit, or any of your employees fail to successfully complete any required training; (viii) you (or one of your principal officers, directors, managers, partners, members or shareholders) are convicted or plead guilty or no contest to any charge or violation of any law relating to the Unit, or of any felony; or (ix) you perform any act, or fail to take any action, the result of which impairs or threatens to impair the health or safety of employees, customers, visitors, or invitees of the Unit or that impairs or threatens to impair the goodwill associated with ORION, ORION's System, the Brands listed in Attachment A operating at the Unit, and/or ORION's Trademarks.

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

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

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

(b) remove and return to us, at your expense, all items, signage and equipment bearing our Trademarks or copyrights, eliminate our trade dress from the Host Facility, and

return to us, at your expense, the System Manual(s) and any other confidential information provided by us ("de-Brand" the Host Facility);

(c) pay us all sums you then owe us; and

(d) for one year following a termination or abandonment of this Agreement, not establish a new foodservice operation at or within one mile of the Unit and Host Facility that features food items that directly compete with the Products for the Brands listed in Attachment A, or substitute items similar to the Products for the Brands listed in Attachment A.

We may pursue all available remedies at law and in equity to recover, for example, lost profits, legal fees and expenses, and any other damages for any breach of this Agreement. If you do not comply fully with this Section within 30 days of the termination date, you hereby authorize us to enter the Host Facility premises to remove any of our trademarked and/or copyrighted materials and eliminate our trade dress without liability to you.

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

19. INTERPRETATION. This Agreement (in conjunction with the corresponding Franchise Disclosure Document, your application, the IGNG License Agreement and, if applicable, any accompanying Equipment Agreement) is the complete and final expression of our agreement relative to the Unit. No conduct alters the requirements of this Agreement. All rights and remedies are cumulative. This Agreement supersedes and cancels any other understanding or agreement previously made between you and us for this Unit. This Agreement may be waived, modified, or varied only by a written document prepared by us and signed by the authorized representatives of both parties. Our acquiescence in or waiver of any breach of any provision of this Agreement is not a waiver of any other or later breach. If any provision of this Agreement is or becomes illegal or unenforceable, it shall be reformed to the least extent necessary to be lawful and enforceable in the opinion of a court of competent jurisdiction. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

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

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

22. RELATIONSHIPS. You are an independent contractor, and not an employee, agent, partner, or joint venturer of ORION or its affiliates. This Agreement does not create a fiduciary relationship between us. We owe no implied duties to you. At our request, the principal stockholders, members, or owners of Franchisee must execute the Personal Guaranty at Attachment C and/or the

Corporate Guaranty at Attachment D, as applicable. You represent and warrant that there is no third-party agreement that impairs your ability to enter into and perform under this Franchise Agreement.

23. FDD DISCLOSURE. You acknowledge receipt of our Franchise Disclosure Document at least 14 calendar days before execution of this Agreement. You acknowledge receipt of this Agreement with all applicable blanks completed and with all applicable Attachments, Addendums and Exhibits at least seven calendar days before execution of this Agreement. You also acknowledge that we have recommended and that you have had an opportunity to review this Agreement and our Franchise Disclosure Document with your lawyer, accountant and/or other business advisor before the execution of this Agreement and all other related agreements. We do not authorize any information, promise, or representation to be communicated to you concerning the offer of this franchise that is not contained in our Franchise Disclosure Document or this Franchise Agreement or in printed franchise sales literature prepared by us, and you should not rely upon any other information purportedly provided by or for us in deciding whether to purchase an ORION franchise.

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

ORION FOOD SYSTEMS, L.L.C. ("ORION" or "us")	("Franchisee" or "you")
Sig: _____	Sig: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A

BRANDS

ORION and Franchisee agree that the Franchise granted by the FRANCHISE AGREEMENT made between ORION and _____ ("Franchisee" or "you") dated _____ for the Brand(s) to be operated at the Unit located within and at _____ includes only the following ORION Brand(s) (and the associated Trademark(s) ORION designates for use with those Brand(s)):

BRANDS

1.

2.

3.

4.

5.

6.

ATTACHMENT B-1

HOT STUFF PIZZA BRAND MENU

BREAKFAST	LUNCH	DINNER
Pizza Slices	Pizza Slices	Pizza Slices
Personal Size Pizza	Personal Size Pizza	Personal Size Pizza
Large Size Pizza	Large Size Pizza	Large Size Pizza
Various Breakfast Sandwiches, Breakfast Burritos and Related Items as Periodically Specified by ORION	Hamburgers & Cheeseburgers, Chicken Sandwiches and other Sandwiches, Lunch Burritos and Related Items as Periodically Specified by ORION	Hamburgers & Cheeseburgers, Chicken Sandwiches and other Sandwiches, Dinner Burritos and Related Items as Periodically Specified by ORION
Bakery Items as Periodically Specified by ORION	Breadstix with Marinara and/or Other Dipping Sauces and/or Cheesy Garlic Bread and/or Stuffed Breadstix and other Appetizers as Periodically Specified by ORION	Breadstix with Marinara and/or Other Dipping Sauces and/or Cheesy Garlic Bread and/or Stuffed Breadstix and other Appetizers as Periodically Specified by ORION
Other Items as Periodically Specified by ORION	Bakery Items as Periodically Specified by ORION	Bakery Items as Periodically Specified by ORION
	Take and Bake Pizza and/or Pizza and Other Product Combination Offerings	Take and Bake Pizza and/or Pizza and Other Product Combination Offerings
	Other Products as Periodically Specified by ORION	Other Products as Periodically Specified by ORION

ATTACHMENT B-2

HOT STUFF SUBS, SMASH HIT SUBS AND CHOPZ BY HOT STUFF BRANDS MENU

LUNCH	DINNER
Hot and Cold Sandwiches of Various Sizes and Types of Bread	Hot and Cold Sandwiches of Various Sizes and Types of Bread
Salads	Salads
Burritos	Burritos
Wraps	Wraps
Bakery Items as Periodically Specified by ORION	Bakery Items as Periodically Specified by ORION
Soups and Related Items as Periodically Specified by ORION	Soups and Related Items as Periodically Specified by ORION
Other Items as Periodically Specified by ORION	Other Items as Periodically Specified by ORION

ATTACHMENT B-3

GOURMET GRUB HOT STUFF PIZZA BRAND MENU

LUNCH	DINNER
Hamburgers, Cheeseburgers, and Grilled Chicken Sandwiches with various toppings and sauces.	Hamburgers, Cheeseburgers, and Grilled Chicken Sandwiches with various toppings and sauces.
Waffle Fries and other Sides and Appetizers as Periodically Specified by ORION.	Waffle Fries and other Sides and Appetizers as Periodically Specified by ORION.
Other Hamburger or Hot Dog Related Items as Periodically Specified by ORION.	Other Hamburger or Hot Dog Related Items as Periodically Specified by ORION.
Other Items as Periodically Specified by ORION	Other Items as Periodically Specified by ORION

ATTACHMENT B-4

CHIX CHICKEN BRAND MENU

LUNCH	DINNER
Chicken by the Piece, as Snack Combinations, or in Meals or Family Packs; Chicken Tenders by the Piece, as a Snack Combination, or in Meals or Family Packs	Chicken by the Piece, as Snack Combinations, or in Meals or Family Packs; Chicken Tenders by the Piece, as a Snack Combination, or in Meals or Family Packs
Mashed Potatoes and Gravy, Corn, Biscuit Bites, Macaroni and Cheese and Various Other Side Dishes and Appetizers as Periodically Specified by ORION.	Mashed Potatoes and Gravy, Corn, Biscuit Bites, Macaroni and Cheese and Various Other Side Dishes and Appetizers as Periodically Specified by ORION.
Other Items as Periodically Specified by ORION	Other Items as Periodically Specified by ORION

ATTACHMENT B-5

CHIX CHICKEN XPRESS BRAND MENU

BREAKFAST	LUNCH	DINNER
N/A	Lunch Grilled and Crispy Chicken Sandwiches and Wraps and Related Items as Periodically Specified by ORION	Dinner Grilled and Crispy Chicken Sandwiches and Wraps and Related Items as Periodically Specified by ORION
	Chicken Tenders, Popcorn Chicken and Wings and Related Items as Periodically Specified by Orion	Chicken Tenders, Popcorn Chicken and Wings and Related Items as Periodically Specified by Orion
	Appetizers and Sides and Related Items as Periodically Specified by Orion	Appetizers and Sides and Related Items as Periodically Specified by Orion
	Other Products as Periodically Specified by ORION	Other Products as Periodically Specified by ORION

ATTACHMENT B-6

GAME TIME SPORTS GRILL BRAND MENU

BREAKFAST	LUNCH	DINNER
Products as Periodically Specified by ORION	Pizza, Hamburgers, Cheeseburgers, Wraps, Salads, Burritos, Chicken Sandwiches and Other Sandwiches, and Related Items as Periodically Specified by ORION.	Pizza, Hamburgers, Cheeseburgers, Wraps, Salads, Burritos, Chicken Sandwiches and Other Sandwiches, and Related Items as Periodically Specified by ORION.
	Hot Dogs, Chili Dogs, and Related Items as Periodically Specified by ORION	Hot Dogs, Chili Dogs, and Related Items as Periodically Specified by ORION
	Chicken Tenders, Chicken Wings and Related Items as Periodically Specified by ORION.	Chicken Tenders, Chicken Wings and Related Items as Periodically Specified by ORION.
	Other Products as Periodically Specified by ORION	Other Products as Periodically Specified by ORION

ATTACHMENT B-7

OTHER BRANDS MENU (AS AUTHORIZED BY ORION)

BREAKFAST	LUNCH	DINNER

ATTACHMENT C

PERSONAL GUARANTY

NOTE: EACH PERSON WHO IS OR BECOMES A PRINCIPAL STOCKHOLDER, MEMBER, OR OWNER OF FRANCHISEE MUST SIGN BELOW:

The undersigned represent to ORION that they are all of the principal stockholders, members, or owners of Franchisee. In consideration of the grant of the ORION franchise to Franchisee each of the undersigned agrees, jointly and severally, and for themselves, their heirs, legal representatives, successors and assigns that they, and each of them, shall be personally firmly bound by all of the terms, provisions and conditions of this Agreement; that they and each of them do hereby primarily, unconditionally and irrevocably guarantee the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Agreement; and that they and each of them will not permit or cause control of Franchisee to be modified or altered in whole or in part by stock transfer, asset sale, merger, acquisition, or otherwise, or make or permit any transfer (as defined within this Agreement) except in accordance with the Transfer procedures listed in this Agreement.

ATTACHMENT D

CORPORATE GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION OR OTHER ENTITY WHICH IS OWNED, CONTROLLED, OR FUNDED IN THE MAJORITY BY ANOTHER ENTITY ("PARENT ENTITY"), A DULY AUTHORIZED REPRESENTATIVE OF THE PARENT ENTITY MUST SIGN BELOW:

The undersigned represents to ORION that he/she is a duly authorized representative of Franchisee's Parent Entity. The Parent Entity agrees to be personally firmly bound by all of the terms, provisions and conditions of this Agreement and that it hereby unconditionally and irrevocably guarantees the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Agreement, and that it will not permit or cause control of franchisee to be modified or altered in whole or in part by stock transfer, asset sale, merger, acquisition, or otherwise, or make or permit any transfer (as defined within this Agreement) except in accordance with the Transfer procedures listed in this Agreement.

PARENT ENTITY'S NAME & ADDRESS

_____

_____

_____

_____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

Item 17 of the Disclosure Document is amended by adding the following language:

California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 - 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043).

California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Neither ORION, any person nor franchise broker in Item 2 or Exhibit H of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in any association or exchange.

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires application of the laws of South Dakota. This provision may not be enforceable under California law.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.)

We will comply with all appropriate laws governing any direct financing offered by us to the franchisee including, if applicable, the California Finance Lenders Law.

Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

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

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the state of California.

Orion advertises on the internet. Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

These franchises have been registered under the Franchise Investment Law of the state of California. Such registration does not constitute approval, recommendation or endorsement by the Commissioner of Business Oversight nor a finding by the Commissioner that the information provided herein is true, complete and not misleading.

In the event California law is determined to apply, the maximum interest rate permitted under California law for any loan or forbearance varies, but is generally 10% per annum, subject to various exceptions (including an exception for credit sales).

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

Registered Agent in California authorized to receive service of process: Department of Business Oversight, 320 West 4th Street, Suite 750, Los Angeles, California 90013-2344, telephone 1-866-275-2677.

EXHIBIT B

EQUIPMENT AGREEMENT

ORION EQUIPMENT AGREEMENT

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

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

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

1. **Possession and Responsibilities**.

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

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

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

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

3. **Performance Obligations**.

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

(b) If the Equipment is installed at an existing Unit, such Unit must achieve and maintain its then-current average of weekly purchases of Ingredients, Supplies and Products from Orion, as evaluated annually during the term of the Franchise Agreement. If the Equipment is installed at a new Unit, such Unit must achieve and maintain average minimum purchases of $1,200 per week (evaluated annually at the end of each Operational Year,

and based on the number of purchases made by Franchisee during such Operational Year, divided by the number of weeks in such Operational Year) of Ingredients, Supplies, and Products from ORION, as evaluated annually during the term of the Franchise Agreement. If the Unit fails to achieve and maintain the applicable average minimum purchases described above, Franchisee shall, at ORION's option, either (i) purchase the Equipment on an "as-is, where-is" basis, without warranty except as to title, at a purchase price equal to the fair market value of the Equipment, as determined by ORION in its sole and absolute discretion, pay all sales and other applicable taxes in connection therewith, and continue to operate the Unit as an ORION franchise, (ii) relocate the Equipment and Unit to another ORION authorized qualified replacement Host Facility that Franchisee owns, as the successor Host Facility, in accordance with the Franchise Agreement and at Franchisee's sole responsibility and expense, or (iii) if ORION terminates this Agreement and the Unit's Franchise Agreement for cause as a result of Franchisee's failure to achieve and maintain such average minimum purchases, Franchisee shall return the Equipment, at Franchisee's sole responsibility and expense, to ORION's home office and warehouse facility ensuring that all portions of the Equipment are clean and in good working order on delivery to ORION (normal wear and use excepted). Should Franchisee fail to return the Equipment to ORION in accordance with clause (iii) of the foregoing sentence, then ORION shall have the right to enter the Host Facility, remove such Equipment and return it to ORION's home office and warehouse facility, and Franchisee shall indemnify ORION for all costs incurred by ORION in connection therewith. Franchisee shall also indemnify ORION for all costs incurred with respect to repairing and/or cleaning any Equipment that is not returned to ORION in clean and good working order.

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

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

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

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

goodwill associated with ORION, ORION's System, ORION's Brands operating at the Unit, and/or ORION's Trademarks.

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

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

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

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

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

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

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

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

ORION FOOD SYSTEMS, L.L.C. ("ORION")	_____ ("Franchisee")
Sig._____	Sig._____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

APPENDIX A

LIST OF EQUIPMENT

EXHIBIT C

IGNG LICENSE AGREEMENT

ORION IGNG LICENSE AND USE AGREEMENT

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

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

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

1. **IGNG System Components**. The IGNG System consists of several distinct components including one or more pairs of traffic counting devices (one pair for each public entrance to the Host Facility), a computerized scanning system including a scanner and a printer, the "dashboard" reporting and analytical tools and software associated with access to the IGNG System data, and any devices and software needed to establish an internet connection between the IGNG System and ORION's IGNG server(s), both at the Franchise Unit and at Franchisee's business address. The word "scanner" means the hand-held barcode scanner, bar code scanner cradle, bar code cradle power supply, bar code cradle serial cables, bar code scanner battery, and any other related equipment. The word "software" means any dashboards, reports, analytical tools provided by ORION to Licensee operating on or connected to ORION's IGNG server(s) (the "Software"). The IGNG System may in the future also include a merchandising camera which can be networked to one or more of the components of the network infrastructure. Use of the analytical and reporting capabilities of the IGNG System further includes some form of computing device, internet connection and user access to ORION's IGNG servers.

2. **IGNG System**. The IGNG System includes equipment and methods to:

   (a) scan a bar code corresponding to an ORION Product producing a label for that Product that may be affixed to the Product's packing and recording that Product as having been made and the date and time the Product was made. Should a Product need to be discarded at the end of its useful shelf life it is similarly scanned and noted as discarded. This information is also stored. The information concerning the number and type of Products made and discarded is used to determine the number and type of Products sold by daypart and can be used to determine the Franchise Unit's estimated sales in dollars and number of Products sold, the discard in dollars and Products not sold, an estimated cost of goods sold in Products and number of Products sold, and the estimated gross profit dollars and percentage of Products sold.

(b) use traffic counting devices at each public entrance to determine an estimated number of customers in the Host Facility by date and time.

(c) use analytical and reporting Software features of the IGNG System to compare the estimated sales and the estimated customer traffic information in numerical and graphical views to help ORION's staff and the Licensee make more informed decisions concerning the number and type of ORION Products to offer for sale and the time such Products should be available for sale based on the Host Facility traffic Patterns.

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

4. **IGNG System and Software**. Licensee agrees that the IGNG System is ORION's exclusive and valuable property. Licensee agree that ORION has established trademark rights to various forms of the IGNG name and/or name and design. Licensee agrees that ORION has filed for patent protection on the IGNG System and has a patent pending on the same. Licensee agrees that it shall not contest ORION's ownership and/or rights to the associated trademarks and patent. Licensee agrees that it shall not delete any copyright notices or legends on or in the Software. Licensee agrees not to decompile, modify, reverse engineer, dissemble, or otherwise copy or reproduce to the Software or create derivative works based on the Software. Licensee agrees that ORION and its suppliers own all rights, title, and interest to the IGNG System and Software including all copyright and other proprietary and intellectual property rights. This License grants Licensee no right, title, or interest in any intellectual property owned or licensed by ORION, including, but not limited to the Software. Licensee agrees that it will use the Software for its own use only, and will not rent, loan, lend, or in any way commercially sell the Software and/or IGNG System. The IGNG System and its components may contain software licensed from third parties. All rights in any third party software, including any ownership rights, are reserved and remain with the third parties.

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

ORION's Trademarks. Upon termination of this Agreement, all rights granted herein immediately revert to ORION, Licensee shall immediately cease any further use of the IGNG System, Licensee shall allow ORION access to shut down the IGNG System (whether on site or by remote access), and Licensee shall return any and all copies of the Software and related documentation stored on any media.

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

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

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

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

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

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

ORION FOOD SYSTEMS, L.L.C. ("ORION")	_____ ("Licensee")
Sig._____	Sig._____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

EXHIBIT D

FINANCIAL STATEMENTS

Consolidated Financial Statements and Independent Auditor's Report

Orion Food Systems, L.L.C. and Subsidiaries

March 25, 2017, March 26, 2016 and March 28, 2015

Contents

	Page
Independent Auditor's Report	3
Consolidated Financial Statements	
Consolidated Balance Sheets	6
Consolidated Statements of Operations	7
Consolidated Statements of Parent Company Equity (Deficit)	8
Consolidated Statements of Cash Flows	9
Notes to Consolidated Financial Statements	11

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

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

Report on the Financial Statements
We have audited the accompanying consolidated financial statements of Orion Food Systems, L.L.C. (a South Dakota Limited Liability Company) and Subsidiaries which comprise the consolidated balance sheets as of March 25, 2017 (Successor) and March 26, 2016 (Successor), and the related consolidated statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Orion Food Systems, L.L.C. and Subsidiaries as of March 25, 2017 (Successor) and March 26, 2016 (Successor), 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.

Other Matter

The consolidated balance sheets of Orion Food Systems, L.L.C. and Subsidiaries as of March 28, 2015 (Successor) and the consolidated statements of operations, member's equity and cash flows for the period from December 24, 2014 to March 28, 2015 (Successor) and March 30, 2014 to December 23, 2014 (Predecessor) were audited by other auditors, whose report dated June 16, 2015, expressed an unmodified opinion on those statements.

Eide Bailly LLP

Sioux Falls, South Dakota
May 16, 2017

CONSOLIDATED FINANCIAL STATEMENTS

Orion Food Systems, L.L.C. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

March 25, 2017, March 26, 2016 and March 28, 2015

(In thousands)

	March 25, 2017 (Successor)	March 26, 2016 (Successor)	March 28, 2015 (Successor)
ASSETS			
Current assets			
Cash and cash equivalents	$ 940	$ 1,153	$ 955
Restricted cash	188	320	549
Accounts receivable, net	3,747	4,169	3,472
Inventories	4,899	4,541	5,214
Prepaid expenses	1,254	1,204	1,078
Total current assets	11,028	11,387	11,268
Property, plant and equipment, net	18,727	21,508	23,551
Intangible assets, net	5,950	6,417	6,883
Goodwill, net	5,111	5,770	2,406
Total assets	$ 40,816	$ 45,082	$ 44,108
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)			
Current liabilities			
Accounts payable	$ 6,166	$ 4,949	$ 5,339
Accrued expenses	2,187	2,267	3,838
Current portion of capital lease obligations	585	1,059	1,010
Current portion of long-term debt	1,714	2,308	490
Total current liabilities	10,652	10,583	10,677
Long-term debt, less current portion and unamortized debt issuance costs	19,855	22,155	19,520
Capital lease obligations, less current portion	2,087	1,984	2,283
Total liabilities	32,594	34,722	32,480
Member's equity			
Contributed capital	15,025	15,025	15,025
Accumulated deficit	(6,803)	(4,665)	(3,397)
Total member's equity	8,222	10,360	11,628
Total liabilities and member's equity	$ 40,816	$ 45,082	$ 44,108

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

Orion Food Systems, L.L.C. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands)

	Year ended March 25, 2017 (Successor)	Year ended March 26, 2016 (Successor)	3 months ended March 28, 2015 (Successor)	9 months ended December 23, 2014 (Predecessor)
Net sales	$ 91,681	$ 90,950	$ 21,112	$ 62,420
Cost of sales	56,664	57,089	13,069	38,441
Gross margin	35,017	33,861	8,043	23,979
Selling and distribution expenses	25,960	24,292	6,031	16,328
General and administration expenses	8,041	7,404	1,940	6,082
Amortization of intangible assets and goodwill	1,126	1,245	163	1,992
Management fees and other	266	265	83	559
Transaction expenses	-	39	2,731	2,824
	35,393	33,245	10,948	27,785
Income (loss) from operations	(376)	616	(2,905)	(3,806)
Other income (expense)				
Interest expense	(2,104)	(1,882)	(512)	(5,049)
Other income (expense)	342	(2)	20	38
Loss before income taxes	(2,138)	(1,268)	(3,397)	(8,817)
Income tax expense	-	-	-	-
Net loss from continuing operations	(2,138)	(1,268)	(3,397)	(8,817)
Discontinued operations				
Loss on sale of discontinued operations - Lettieri's	-	-	-	(3,339)
Loss from discontinued operations - Lettieri's	-	-	-	-
Income tax expense from discontinued operations - Lettieri's	-	-	-	(19)
Loss from discontinued operations, net of tax - Lettieri's	-	-	-	(3,358)
Loss on lease termination of discontinued operations - Benson Road	-	-	-	(214)
Loss from discontinued operations - Benson Road	-	-	-	(84)
Income tax expense from discontinued operations - Benson Road	-	-	-	-
Loss from discontinued operations, net of tax - Benson Road	-	-	-	(298)
Total loss from discontinued operations, net of tax	-	-	-	(3,656)
Net loss	$ (2,138)	$ (1,268)	$ (3,397)	$ (12,473)

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

Orion Food Systems, L.L.C. and Subsidiaries

CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY (DEFICIT)

(In thousands)

	Contributed Capital	Accumulated Deficit	Total Member's Equity (Deficit)
Balance at March 29, 2014 (Predecessor)	$ 130,403	$ (142,711)	$ (12,308)
Net loss	-	(12,473)	(12,473)
Balance at December 23, 2014 (Predecessor)	$ 130,403	$ (155,184)	$ (24,781)
Balance at December 24, 2014 (Successor)	$ -	$ -	$ -
Capital Contributions	15,025	-	15,025
Net loss	-	(3,397)	(3,397)
Balance at March 28, 2015 (Successor)	15,025	(3,397)	11,628
Net loss	-	(1,268)	(1,268)
Balance at March 26, 2016 (Successor)	15,025	(4,665)	10,360
Net loss	-	(2,138)	(2,138)
Balance at March 25, 2017 (Successor)	$ 15,025	$ (6,803)	$ 8,222

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

Orion Food Systems, L.L.C. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	Year ended March 25, 2017 (Successor)	Year ended March 26, 2016 (Successor)	3 months ended March 28, 2015 (Successor)	9 months ended December 23, 2014 (Predecessor)
Cash flows from operating activities				
Net loss	$ (2,138)	$ (1,268)	$ (3,397)	$ (12,473)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities				
Net loss from discontinued operations	-	-	-	3,656
Depreciation	5,185	5,728	1,433	2,715
Amortization of intangibles and goodwill	1,126	1,245	164	1,992
Amortization of deferred financing costs	126	67	15	65
Payment-in-kind interest	91	94	-	683
(Gain) loss on disposal of property, plant and equipment	290	28	(57)	(96)
Changes in operating assets and liabilities, net of acquisition:				
Restricted cash	131	229	(549)	-
Accounts receivable, net	423	(697)	(526)	563
Inventories	(328)	689	314	(1,381)
Prepaid expenses	(49)	(127)	(615)	(85)
Accounts payable	1,156	(503)	726	1,282
Accrued expenses	(80)	288	(58)	2,286
Operating activities of discontinued operations - Lettieri's	-	-	-	(19)
Operating activities of discontinued operations - Benson Road	-	-	-	(170)
Net cash provided by (used in) operating activities	5,933	5,773	(2,550)	(982)
Cash flows from investing activities				
Purchases of property, plant and equipment	(2,592)	(3,169)	(881)	(2,740)
Proceeds from sale of property, plant and equipment	43	26	46	78
Acquisition of a business, net of cash acquired	-	(6,000)	(30,485)	-
Proceeds from settlement of escrow	-	-	-	2,376
Net cash used in investing activities	(2,549)	(9,143)	(31,320)	(286)

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

Orion Food Systems, L.L.C. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED

(In thousands)

	Year ended March 25, 2017 (Successor)	Year ended March 26, 2016 (Successor)	3 months ended March 28, 2015 (Successor)	9 months ended December 23, 2014 (Predecessor)
Cash flows from financing activities				
Borrowings on revolving credit facility	$ -	$ 500	$ 1,500	$ 3,050
Payments on revolving credit facility	-	(2,000)	-	-
Borrowings on long-term debt	-	6,000	18,800	-
Payments on long-term debt	(3,811)	(490)	-	(1,596)
Borrowings on capex loan	700	500	-	-
Payments for deferred financing costs	-	(218)	(305)	-
Capital contributions	-	-	15,025	-
Principal payments on capital lease obligations	(486)	(724)	(195)	(550)
Financing activities of discontinued operations - Benson Road	-	-	-	(12)
Net cash provided by (used in) financing activities	(3,597)	3,568	34,825	892
Net change in cash and cash equivalents of discontinued operations	-	-	-	77
Net increase (decrease) in cash and cash equivalents	(213)	198	955	(299)
Cash and cash equivalents				
Beginning of period	1,153	955	-	401
End of period	$ 940	$ 1,153	$ 955	$ 102
Supplemental cash flow information				
Cash paid for interest	$ 1,886	$ 1,723	$ 192	$ 2,837
Cash paid for taxes	-	-	-	376
Supplemental schedule of noncash financing activities				
Property, plant and equipment acquired through capital leases	$ 603	$ 495	$ -	$ 247
Accrued expenses incurred on acquisition of a business	-	-	1,858	-
Cash paid for assets and liabilities of acquired business				
Accounts receivable	$ -	$ -	$ 2,946	$ -
Inventories	-	-	5,496	-
Other current assets	-	-	464	-
Property, plant and equipment	-	-	24,192	-
Tradenames	-	-	3,300	-
Franchise agreements	-	-	3,700	-
Goodwill	-	6,000	595	-
Accounts payable	-	-	(4,682)	-
Accrued liabilities	-	-	(2,038)	-
Capital lease obligations	-	-	(3,488)	-
	$ -	$ 6,000	$ 30,485	$ -

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

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Orion Food Systems, L.L.C., and its subsidiaries, Lettieri's, L.L.C. and OFS Benson Road, L.L.C. (collectively, the "Company"), are primarily engaged in the manufacture and distribution of food products for sale to franchised retail food service merchandising stations throughout the United States. The franchisees prepare and sell certain food products identified under various trademarks and tradenames. The Company also manufactured and operated under the Lettieri's brand which is primarily a food service program through a broker/distributor network.

During fiscal year 2014, the Company sold Lettieri's, L.L.C. (Lettieri's), a wholly-owned subsidiary, and has reported it as discontinued operations. The results of operations have been presented as discontinued operations for each period in the consolidated financial statements. Discontinued operations are presented when the Company no longer has continuing involvement in the operations and significant continuing cash flows from the discontinued operations have been eliminated from the Company's ongoing operations as a result of the disposal. (Note C).

During fiscal year 2015, the Company terminated its lease of OFS Benson Road, L.L.C. (Benson Road), and has reported it as discontinued operations. The results of operations have been presented as discontinued operations for each period in the consolidated financial statements because the Company no longer has continuing involvement in the Benson Road operations. (Note C).

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

Basis of Presentation

For the period March 30, 2014 through December 23, 2014, prior to the acquisition (Note B), the Company is referred to as the Predecessor. For the period December 24, 2014 through March 28, 2015 and the years ended March 26, 2016 and March 25, 2017, it is referred to as the Successor. For clarity of presentation, the Company has described the March 30, 2014 through December 23, 2014 predecessor period as the nine months ended and the December 24, 2014 through March 28, 2015 successor period as the three months ended. Due to the acquisition of the Company and the application of the purchase accounting, the financial statements have not been presented on a comparative basis. The financial statements for the period from March 30, 2014 to December 23, 2014 are presented immediately prior to the closing of the acquisition and do not include any activity contingent upon the closing of the acquisition.

Principles of Consolidation

The consolidated financial statements include the accounts of Orion Food Systems, L.L.C. and its wholly owned subsidiaries. Due to the disposition of Lettieri's and Benson Road there are no related items on the balance sheet as of March 28, 2015, March 26, 2016 or March 25, 2017. All significant intercompany accounts and transactions have been eliminated in consolidation.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

New Accounting Pronouncements

In April 2015, The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, which requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct reduction from the carrying amount of that debt liability. This requirement is effective for fiscal years beginning after December 15, 2015 and requires retroactive application by restating the financial statements of all prior periods presented. The adoption of ASU 2015-06 and restatement of prior financial statements resulted in the decrease of assets and long-term debt of $441 as of March 26, 2016 and $290 as of March 28, 2015. The adoption had no effect on the previous consolidated statements of operations or previously stated member's equity.

Cash and Cash Equivalents

The Company considers all highly liquid financial instruments with initial maturities of three months or less when purchased to be cash equivalents. Cash balances held at financial institutions may be in excess of federal insured limits. The Company periodically assesses the financial institutions and believes the risk of any loss is minimal.

Restricted Cash

Pursuant to debt agreements, the Company is required to maintain a restricted cash account in the amount of future capital lease interest payments as established at the time of the agreements.

Accounts Receivable

Trade accounts receivable are recorded at the invoiced amount and bear interest on past due amounts. Interest is charged at 18% and is recorded as collected. Standard franchisee credit terms are net ten days from receipt of delivery of food products and supplies. Typically for equipment, a deposit equal to 50% of the total equipment charge is due at the time of signing the agreement, another 40% of the total is due before shipping and the remaining is due within ten days after the installation date. Rebate programs are available to franchisees and any amounts due under these programs are a component of accounts receivable. Management determines the allowance for doubtful accounts based on an estimate of amounts considered uncollectible and historical collection experience. On a continuing basis, management analyzes delinquent receivables, and once these receivables are determined to be uncollectible, they are written off against the allowance. The allowance for doubtful accounts was $10 at March 25, 2017, $25 at March 26, 2016 and $30 at March 28, 2015.

Inventories

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

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Property, Plant and Equipment

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

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

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

Intangible Assets

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

Long-Lived Assets Impairment Assessments

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

Goodwill

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

Deferred Financing Costs

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

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Revenue Recognition

Revenue is primarily derived from the sales of food products. Sales of food products, equipment and operating supplies are recognized at the time the shipment is received by the customer. Sales and use taxes billed to customers are recorded on a net basis in the consolidated statements of operations. Installation fees received in connection with the establishment of a franchise are recognized when internal training and other obligations relating to the sale are satisfied by the Company. There are no ongoing franchise or service fees.

Franchise Agreements

Under the franchise agreements, the franchisee may be required to pay a one-time installation fee. In return, the Company is required to provide pre-opening training and other services, which are generally provided prior to the opening of the franchise. Throughout the term of the agreement, the Company may provide continuing services, including counseling to franchisees in training, development of operating procedures and general guidance on principal aspects of the operations of a franchise. The franchisee is required to purchase supplies and food items necessary to operate the franchised operation on an ongoing basis from the Company or other suppliers approved by the Company.

The franchisee is also required to purchase or obtain equipment from the Company or a Company approved third party. Depending on the length of the franchise agreement, the Company allows certain franchisees to use the Company's equipment at no charge to the customer. The title of the equipment is retained by the Company and depreciation is charged to depreciation expense over the term of the franchise agreement. Total amounts charged to depreciation expense under these arrangements, classified in selling and distribution expenses within the consolidated statements of operations, were $1,984, $2,471, $731 and $1,011 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014.

Store Opening Costs

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

Advertising Costs

The Company expenses advertising costs as incurred. Advertising costs were $695, $838, $585 and $210 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014. Advertising costs are included as a component of selling and distribution expenses in the consolidated statements of operations.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs of $621, $309, $58 and $217 are included within general and administration expenses in the consolidated statements of operations for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Shipping and Handling Costs

Shipping and handling costs that are billed separately to customers are included within cost of sales and shipping and handling costs not billed separately to customers are included in selling and distribution expenses in the consolidated statements of operations. Shipping and handling costs in cost of sales were $185, $179, $46 and $149 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014. Shipping and handling costs included within selling and distribution expenses were $7,357, $6,246, $1,629 and $4,720 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014.

Income Taxes

The Company is included in the consolidated federal and state tax returns of HSF Holdco, Inc. (Predecessor) and Orion Food Systems Holdings, L.L.C. (Successor).

HSF Holdco, Inc. (Predecessor) and Orion Food Systems Holdings, L.L.C. (Successor) follow the liability method of accounting for income taxes whereby deferred tax assets and deferred tax liabilities are recognized for the effects of taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. The deferred taxes, income tax receivable (liability) and related benefit (expense) are reflected in the financial statements as if the Company filed federal and state tax returns separately from the consolidated group. There is no reserve for uncertain tax positions recorded on the Company's financial statements as of March 25, 2017, March 26, 2016 and March 28, 2015.

Fair Value of Financial Instruments

The Company considers that the carrying amount of financial instruments, including accounts receivable, accounts payable and accrued liabilities, approximates fair value due to their short maturities. The carrying amount of long-term debt approximates fair value based on interest rates currently available for debt with similar terms and maturities. Interest on the outstanding revolving and long-term debt is payable at rates which approximate fair value.

Use of Estimates

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

Subsequent Events

The Company evaluated its March 25, 2017 consolidated financial statements for subsequent events through May 16, 2017, the date the financial statements were available to be issued. The Company is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements.

NOTE B – BUSINESS ACQUISITIONS

On December 24, 2014, the Company and Orion Food Systems Holdings, L.L.C. (the "Parent") entered into an agreement to purchase 100% of the issued and outstanding ownership interests of the Company (the "Purchase Agreement"), with the intent of continuing operations. Pursuant to the terms of the Purchase Agreement, the purchase price was $36,485 for the Company, net of cash acquired. Included in this purchase price was an earn-out that was required to be paid based on specified EBITDA levels achieved, not to exceed $6,000. The value of this earn-out was estimated to be $1,858 using a modified version of the Black-Scholes option pricing model at the time of the Purchase Agreement. The final calculation of the earn-out totaling $6,000 was made at the end of the earn-out period on December 31, 2015, resulting in an additional $4,142 of goodwill. The purchase accounting related to the acquisition has been pushed down from the Parent to the Company and is reflected in the consolidated financial statements.

The purchase price was allocated to the assets and liabilities assumed based on their fair market value at the date of purchase. The estimated fair market value of the assets and liabilities was determined by the Company based on information currently available and current assumptions as to future operations. The fair market value of the property, plant and equipment, identifiable intangible assets, and earn-out was based on estimates determined with the assistance of an independent valuation firm. These estimates of fair market values recorded are Level 3 inputs which have been determined by management based on various market and income analyses and recent appraisals. Level 3 inputs are unobservable inputs related to the asset or liability. The purchase price exceeded the estimated market value of acquired assets and liabilities by $6,595 which was reflected as goodwill.

A summary of the acquisition is as follows:

Accounts receivable	$ 2,946
Inventories	5,496
Other current assets	464
Property, plant and equipment	24,192
Tradenames	3,300
Franchise agreements	3,700
Accounts payable	(4,682)
Accrued liabilities	(2,038)
Capital lease obligations	(3,488)
Total	29,890
Purchase price	36,485
Goodwill	$ 6,595

NOTE C – DISCONTINUED OPERATIONS

Lettieri's

On February 24, 2014, the Company closed on the sale of 100% of the outstanding L.L.C. units of its wholly owned subsidiary, Lettieri's. The base sale price was $37,500 of cash of which $5,625 was required to be deposited into an escrow account and was subject to adjustment for a period of eighteen months from the sale date. On September 24, 2014, the Company settled the escrow and received $2,376 of the total escrow amount. The remaining amount of $3,249 was paid to the acquiring company of Lettieri's and recorded as a loss from discontinued operations within the consolidated statements of operations for the nine months ended December 23, 2014.

Benson Road

On August 18, 2014, the Company terminated the lease of Benson Road, a wholly owned subsidiary. The results of Benson Road are presented as discontinued operations for the periods presented in the consolidated financial statements.

Revenues of discontinued operations as it relates to Benson Road included in the Company's consolidated statement of operations are detailed in the table below for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014.

	Year ended March 25, 2017 (Successor)	Year ended March 26, 2016 (Successor)	3 months ended March 28, 2015 (Successor)	9 months ended December 23, 2014 (Predecessor)
Revenues, net	$ -	$ -	$ -	$ 2,038

NOTE D – INVENTORIES

Inventories consist of the following at March 25, 2017, March 26, 2016 and March 28, 2015:

	2017 (Successor)	2016 (Successor)	2015 (Successor)
Raw materials	$ 720	$ 770	$ 591
Finished goods	2,823	2,613	3,324
Merchandising station inventories	1,356	1,158	1,299
	$ 4,899	$ 4,541	$ 5,214

NOTE E – PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	March 25, 2017 (Successor)	March 26, 2016 (Successor)	March 28, 2015 (Successor)
Buildings and improvements	$ 6,115	$ 6,116	$ 5,989
Equipment	10,503	9,374	8,573
Store furniture and fixtures	8,481	7,321	5,618
Automobiles	1,087	1,062	513
Tractors, trailers and copiers under capital leases	4,330	4,722	4,283
	30,516	28,595	24,976
Less accumulated depriciation	(11,789)	(7,087)	(1,425)
	$ 18,727	$ 21,508	$ 23,551

Accumulated amortization on equipment under capital leases at March 25, 2017, March 26, 2016 and March 28, 2015 was $1,466, $1,060 and $275. Amortization expense is included within depreciation expense and is recorded in the consolidated statements of operations based on the nature of the asset.

During the years ended March 25, 2017 and March 26, 2016, the Company acquired tractors through capital leases and operating leases to replace existing tractors. At March 25, 2017, tractors that had been replaced and remained under the control of the Company had a carrying value of $120 and remaining capital lease obligations of $117.

NOTE F – GOODWILL AND INTANGIBLE ASSETS

Goodwill

Pursuant to the terms of the Purchase Agreement as discussed in Note B, the purchase price exceeded the estimated market value of acquired assets and liabilities by $6,595 which was reflected as goodwill. The Company has elected a policy to amortize its existing goodwill over 10 years, and to evaluate goodwill impairment on a total entity basis. Total amortization expense was $659, $778, $47 and $1,479 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014. The amounts and accumulated amortization of goodwill are as follows:

	March 25, 2017 (Successor)	March 26, 2016 (Successor)	March 28, 2015 (Successor)
Goodwill	$ 6,595	$ 6,595	$ 2,453
Accumulated amortization	(1,484)	(825)	(47)
Goodwill, net	$ 5,111	$ 5,770	$ 2,406

NOTE F – GOODWILL AND INTANGIBLE ASSETS – Continued

Trademarks/tradenames and franchise agreements

	March 25, 2017 (Successor)			
	Gross carrying value	Accumulated amortization	Book value	Weighted average useful life
Trademarks/tradenames	$ 3,300	$ (495)	$ 2,805	15 Years
Franchise agreements	3,700	(555)	3,145	15 Years
Total intangible assets	$ 7,000	$ (1,050)	$ 5,950	

	March 26, 2016 (Successor)			
	Gross carrying value	Accumulated amortization	Book value	Weighted average useful life
Trademarks/tradenames	$ 3,300	$ (275)	$ 3,025	15 Years
Franchise agreements	3,700	(308)	3,392	15 Years
Total intangible assets	$ 7,000	$ (583)	$ 6,417	

	March 28, 2015 (Successor)			
	Gross carrying value	Accumulated amortization	Book value	Weighted average useful life
Trademarks/tradenames	$ 3,300	$ (55)	$ 3,245	15 Years
Franchise agreements	3,700	(62)	3,638	15 Years
Total intangible assets	$ 7,000	$ (117)	$ 6,883	

Amortization expense was $467, $467, $117 and $513 for years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014. At March 25, 2017, future estimated amortization expense related to goodwill and intangible assets, by fiscal year are as follows:

2018	$ 1,126
2019	1,126
2020	1,126
2021	1,126
2022	1,126
Thereafter	5,431
Total	$ 11,061

NOTE G – FINANCING ARRANGEMENTS

Long-term debt consists of the following:

	March 25, 2017 (Successor)	March 26, 2016 (Successor)	March 28, 2015 (Successor)
Term Loan A	$ 5,865	$ 9,310	$ 9,800
Second Amendment Term Loan	5,663	6,000	-
Capex Term Loan B	171	200	-
Capex Draw Loan	1,000	300	-
Revolving Credit Agreement	-	-	1,500
Senior Subordinated Term Loan	9,185	9,094	9,000
Deferred financing costs, net	(315)	(441)	(290)
	21,569	24,463	20,010
Less current maturities of long-term debt	(1,714)	(2,308)	(490)
Total long-term debt	$ 19,855	$ 22,155	$ 19,520

Scheduled maturities of financing arrangements at March 25, 2017, by fiscal year, are as follows:

2018	$ 1,714
2019	2,109
2020	8,876
2021	9,185
Total	$ 21,884

Term Loan A

In December of 2014, the Company executed a term loan with a bank in the amount of $9,800. The term loan bears interest at the Company's option of Prime + 3.0% or LIBOR + 4.0% and is payable in quarterly installments beginning April 1, 2015 until due on December 24, 2019. The term loan payable requires an annual prepayment of 75% of the Company's excess cash flow for the first fiscal year after the acquisition date and 50% of the excess cash flow for each fiscal year thereafter until the term loan is repaid in full as defined in the agreement. Each mandatory prepayment is due 30 days following the delivery of the audited financial statements to the bank for the prior fiscal year. The mandatory prepayments are applied to the outstanding installments of the term loan payable in the inverse order of maturity. During the year ended March 25, 2017 an excess cash flow prepayment of $1,210 was made. There is no excess cash flow prepayment due at March 25, 2017.

NOTE G – FINANCING ARRANGEMENTS – Continued

Second Amendment Term Loan

The Company had the option to draw additional term loans in an aggregate amount not to exceed $6,000 in connection with the payment of a portion of the earn-out pursuant to the acquisition of the company that occurred on December 24, 2014. The Company was required to be in compliance with certain financial covenants in order to draw the funds. In February of 2016, the Company executed this option through an amendment to the loan agreement. This term loan bears interest at the Company's option of Prime + 3.5% or LIBOR + 4.5% and is payable in quarterly installments beginning July 1, 2016 until due on December 24, 2019.

Capex loans

The Company has the option to draw funds up to $4,000 pursuant to capex loans until December 31, 2018 in which the lender will make one or more advances to the Company for capital expenditures. Such advances in any calendar year are not to exceed $1,000 from December 24, 2014 through December 31, 2015, $2,000 per calendar year from January 1, 2016 through December 31, 2017, and $1,500 in any calendar year thereafter. Any such advances on capex loans shall be interest only for advances made in the respective periods referenced above. The capex loans bear interest at the Company's option of Prime + 3.0% or LIBOR + 4.0%. The principal amount of the capex loan shall convert to a new term loan on the last day of each respective calendar year and be payable in equal monthly installments over seven years. As of March 25, 2017, the Company has borrowed $1,200 on the capex loan. The capex loans mature on December 24, 2019, at which time any remaining principal is due.

Revolving Credit Agreement

In December of 2014, the Company entered into a revolving credit agreement with a bank. The revolving credit agreement allows for maximum borrowings of $5,000, subject to a defined borrowing base that is based on accounts receivable and inventories. Due to these borrowing base restrictions, $4,253 was available to the Company on this revolving credit agreement as of March 25, 2017. There were no borrowings against the revolving credit agreement as of March 25, 2017. This revolving credit agreement bears interest at the Company's option of Prime + 2.5% or LIBOR + 3.5%. Any amounts outstanding on the revolving credit agreement are due in full on December 24, 2019.

The Company has the option to post letters of credit from the revolving loan commitment as defined in the agreement. As of March 25, 2017, there are no issued letters of credit outstanding.

The Term Loan A, Second Amendment Term Loan, Capex loans and Revolving Credit Agreement are collateralized by substantially all assets of the Company and contain covenants that require the Company to maintain certain financial levels and ratios. As of March 25, 2017, the Company was in compliance with these financial levels and ratios.

NOTE G – FINANCING ARRANGEMENTS – Continued

Senior Subordinated Term Loan

The Company entered into a senior subordinated note payable with a lender for $9,000 in connection with the acquisition of the Company on December 24, 2014. The loan bears 10% cash interest and 1% deferred interest. The deferred interest is compounded quarterly and capitalized as principal on the first business day of each calendar quarter during the term of the note. There was $185 of capitalized interest at March 25, 2017. The principal balance of the loan, plus accrued and unpaid interest, is payable on June 23, 2020. The senior subordinated note is unsecured and is subject to certain required financial levels and ratios. The company was in compliance with these covenants as of March 25, 2017.

NOTE H – MEMBER'S EQUITY

On December 24, 2014, Orion Food Systems Holdings, L.L.C. (Parent) made a capital contribution of $15,025 and is included within Member's Equity within the consolidated balance sheets.

NOTE I – INCOME TAXES

Components of the net deferred tax assets and liabilities at March 25, 2017, March 26, 2016 and March 28, 2015, are as follows:

	2017 (Successor)	2016 (Successor)	2015 (Successor)
Deferred tax assets (liabilities)			
Net operating loss carryforwards	$ 2,218	$ 1,162	$ 353
Intangible assets	(15)	(15)	(15)
Goodwill	410	234	3
Prepaid expenses	(469)	(450)	(394)
Property, plant and equipment	(782)	(277)	348
Accrued compensation and benefits	47	98	66
Allowance for excess or obsolete inventories	90	103	43
Other	88	71	59
Transactions costs	685	739	793
Valuation allowance	(2,272)	(1,665)	(1,256)
	$ -	$ -	$ -

NOTE I – INCOME TAXES – Continued

At March 25, 2017, the Company had net operating loss carryforwards for U.S. federal income tax purposes of $5,934 which will expire in fiscal years 2035, 2036 and 2037. A valuation allowance as been recorded with respect to net deferred tax assets, including net operating loss carryforwards, as future realization of benefits is uncertain.

The Company is subject to income taxes in the U.S. federal jurisdiction and various state jurisdictions and evaluates its income tax positions on an annual basis. Management has determined that there are no uncertain tax positions requiring disclosure at March 25, 2017, March 26, 2016 and March 28, 2015. The policy of the Company is to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in income tax expense. During the years ended March 25, 2017, March 26, 2016 and the three months ended March 28, 2015, the Company did not recognize any expense for interest and penalties on uncertain tax positions.

NOTE J – EMPLOYEE BENEFIT PLANS

Defined Contribution 401(k) Plan

The Company has a defined contribution 401(k) plan available to all employees meeting the plan's eligibility requirements. The plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Contributions are made by participating employees and at the option of the Company. Participants may contribute up to 100% of their eligible monthly compensation, subject to annual IRS limitations. The Company makes a matching contribution equal to 50% of participating employee contributions, up to a maximum of $1 per participant. As defined in the plan document, the Company may also make discretionary matching contributions to the plan. The Company expensed matching contributions of $142, $133, $35 and $95 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014.

Severance Plan

The Company entered into severance agreements for certain management employees. The agreements call for payments equal to the participant's current base pay for various lengths of periods. Existing health benefit plans may also continue through the same period. Severance expense was $58, $0, $0 and $42 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014.

NOTE K – COMMITMENTS AND CONTINGENCIES

Purchase Commitments

At March 25, 2017, the Company has commitments to purchase raw materials totaling $482 with certain vendors during the year ending March 31, 2018.

Litigation, Disputes and Claims

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

NOTE K – COMMITMENTS AND CONTINGENCIES– Continued

Operating Leases

The Company is obligated under a warehouse building and certain tractor operating leases. Lease expense was $1,126, $656, $135 and $363 for the years ended March 25, 2017 and March 26, 2016, the three months ended March 28, 2015 and the nine months ended December 23, 2014.

Future minimum rental payments under non-cancelable operating leases as of March 25, 2017, by fiscal year, are as follows:

2018	$ 560
2019	136
2020	24
Total	$ 720

Capital Leases

The Company also leases certain tractors, trailers and office equipment under capital lease agreements. The tractor and trailer leases have original terms that range from 5 to 10 years, while the office equipment agreements have terms of 5 years.

Future minimum lease payments required under these capital leases as of March 25, 2017, by fiscal year, are as follows:

2018	$ 815
2019	717
2020	603
2021	497
2022	186
Thereafter	583
Total	$ 3,401
Less amounts representing interest	(729)
Present value of net minimum lease payments	$ 2,672
Current portion of capital lease obligations	(585)
Capital lease obligation, less current portion	$ 2,087

NOTE L – RELATED PARTY TRANSACTIONS

The Company had a management agreement with Ares. Under the terms of the agreement, the Company was required to pay an annual fee of $750, plus reimbursement of expenses, for certain ongoing management advisory services. From the period March 30, 2014 to December 23, 2014 the Company recorded and paid $559 in management fees and other expenses under the management agreement.

EXHIBIT E

LIST OF FRANCHISEES AND FORMER FRANCHISEES

Orion Food Systems, LLC *Open Franchise Units as of 3/25/17*

Cust:

Stat	Cust: City	Customer #	Cust: Name 1	Cust: Street	Cust: ZIP	Cust: Tel.	Owner Name 1
AK	DUTCH HARBOR	1517870	NORTH PACIFIC FUEL GAS N GO	561 SALMON WAY	99692	907-581-2151	PETRO STAR INC.
AK	FAIRBANKS	969787	SOURDOUGH FUEL - FARMERS LOOP	245 FARMERS LOOP RD	99712	907-457-4663	PETRO STAR INC.
AK	FAIRBANKS	1158184	SOURDOUGH FUEL DANBY	1321 WEMBLEY	99701	907-458-0419	PETRO STAR INC.
AK	FAIRBANKS	1515030	SOURDOUGH FUEL-VAN HORN	1561 VAN HORN	99701	907-456-7798	PETRO STAR INC.
AK	FAIRBANKS	1515031	SOURDOUGH FUEL - AIRPORT	1688 AIRPORT WAY	99701	907-452-2379	PETRO STAR INC.
AK	NOME	1515357	ALASKA COMMERCIAL COMPANY SV #6458	1 TELLER HIGHWAY	99762	907-443-2243	THE NORTHWEST COMPANY
AK	NORTH POLE	1158183	SOURDOUGH FUEL BEAVER BROOK	3330 BADGER ROAD	99705-6119	907-488-2894	PETRO STAR INC.
AK	SEWARD	1519410	ESSENTIAL 1	1801 SEWARD HWY	99664	907-224-8041	SHORESIDE PETROLEUM, INC.
AK	WASILLA	1518153	WASILLA CHEVRON	601 PARKS HWY	99654	907-376-5900	GBW INC
AL	ALABASTER	1520518	HWY 119 CHEVRON	7645 HWY 119 S	35007	205-620-1441	PLUS INVESTMENTS dba
AL	BIRMINGHAM	1520530	LAKE SHORE MARATHON	200 FRANKFURT CIRCLE	35211	205-203-4532	RADHIKA LI, LLC
AL	BOLIGEE	1520287	XPRESS LANE 901	17619 COUNTY RD 20	35443	205-336-8080	WEBAN ENTERPRISES
AL	BUTLER	969102	GOCO'S #1	800 S MULBERRY	36904	205-459-5775	GOC LTD
AL	CENTREVILLE	1520393	CENTREVILLE SHELL	907 BIRMINGHAM ROAD	35042	205-926-9805	RABBIT EXPRESS INC
AL	CHATOM	788754	GOCO'S #4	17050 JORDAN STREET	36518-0000	251-847-3858	GOC LTD
AL	CLANTON	1520673	MITCHELL EXXON	942 LAKE MITCHELL RD	35045	205-755-8811	AANYA LLC
AL	COFFEEVILLE	1057587	GOCO'S #206	1003 HWY. 84	36524	251-276-0090	GOC LTD
AL	DEMOPOLIS	1519988	PARRS HWY 80 CHEVRON FOOD MART	510 HWY 80 EAST	36732-3702	334-289-3126	PARRS INC
AL	DORA	1322167	CRESVIEW BP	7656 HIGHWAY 78	35062	205-648-9944	LOWERYS CRESVIEW INC.
AL	DOTHAN	928923	HOBO PANTRY #20	3090 DENTON RD	36301-0000	334-677-4401	HOME OIL CO INC
AL	EUFAULA	1520636	CITGO	515 S EUFAULA AVE	36027	334-687-7211	SWAMI-BAPA CORPORATION
AL	EUTAW	1520973	GREENTRACK INC.	524 COUNTY ROAD 208	35462	205-372-9318	GREENTRACK INC.
AL	GILBERTOWN	969321	GOCO'S #2	13620 CHOCTAW AVE.	36908-0000	251-843-2100	GOC LTD
AL	GREENSBORO	1519936	GREENSBORO CHEVRON	1305 STATE STREET	36744-2014	334-624-0887	PARRS INC
AL	HOLLY POND	1519069	HOLLY POND JET PEP	10480 US HWY 278	35083	256-796-5450	HOLLY POND JET PEP
AL	JACKSON	1322399	GOCO #8	322 COMMERCE ST	36545	251-246-0027	GOC LTD
AL	LIVINGSTON	969411	SHELL FOOD MART #17	100 S WASHINGTON & N ST	35470	205-652-2525	BURNS & BURNS INC
AL	MILLBROOK	1521024	ENTEC FOOD MART	1167 HWY 14	36054	334-290-0494	JAY JANAK INC.
AL	MILLPORT	1520552	SOUTH LAMAR FUEL CENTER	14025 HWY 96	35576	205-662-1010	SOUTH LAMAR FUEL CENTER LLC
AL	MOBILE	1519044	ZEIGLER CHEVRON	5454 ZEIGLER BLVD	36608-4336	251-281-1070	AWASTHI OIL COMPANY LLC
AL	MOBILE	1520702	UNIVERSITY CHEVRON	702 S UNIVERSITY BLVD	36609	251-340-6607	HOVEN OIL COMPANY, INC.
AL	MOBILE	1521251	BEBO'S EXPRESS #6	6377 OLD SHELL ROAD	36608-3208	251-308-8339	BEBO'S
AL	OPELIKA	1521013	M&M GROCERY	2010 AL HWY 169	36804-8755	334-742-9605	R&Y INC
AL	PELHAM	1520514	CROSSROAD CHEVRON	3229 HWY 52 WEST	35124	205-621-6448	PLUS INVESTMENTS dba
AL	RANBURNE	1518903	COUNTRY BOYS	21030 MAIN ST	36273	256-568-9600	C&D ENTERPRISES LLC
AL	REFORM	1279038	SPRINT MART #4111	101 1ST AVE E	35481	205-375-6301	VICTORY MKTNG LLC
AL	SHELBY	1520568	SHELBY COUNTRY CORNER	4155 HWY 47	35143	205-669-4085	HEMIN INTERNATIONAL INC
AL	SWEET WATER	969740	GOCO'S #5	31516 AL HWY 10	36782	334-994-3808	GOC LTD
AL	THOMASVILLE	1520167	THOMASVILLE CHEVRON	34390 hWY 43	36784	334-636-0889	PARRS INC
AL	WEDOWEE	1520971	MAIN STREET FOOD MART	444 N MAIN STREET	36278	256-357-9170	JAY BRAHMANI LLC
AL	WETUMPKA	1520230	KWIK SACK	597 COOSA RIVER PKWY	36092	334-514-4458	KRUPESH PATEL
AL	YORK	1521134	YORK TRUCK STOP LLC	17702 HWY 17N	36925-1119	205-392-7400	YORK TRUCK STOP LLC
AR	CHERRY VALLEY	1326184	CIRCLE N	3806 HWY 1	72324	870-588-4273	NIMOCKS OIL CO INC
AR	CLARKSVILLE	969140	MALS LLC	I-40 & US 64 W EXIT 55	72830	479-754-6222	KAS ENTERPRISES LLC
AR	COLT	1066364	CIRCLE N EXXON	8878 HWY 1 N	72326	870-630-2390	NIMOCKS OIL CO INC

AR	CRAWFORDSVILLE	1520451	EXXON CIRCLE N	7611 HWY 64	72327	870-823-5307	NIMOCKS OIL CO INC
AR	FORT SMITH	871403	PIC N TOTE #4	8400 HWY 71 S	72903	479-646-2244	PIC N TOTE SELF SERVICE STORES INC
AR	FORT SMITH	1270007	PIC N TOTE #5	5000 MIDLAND BLVD	72904	479-494-0205	PIC N TOTE SELF SERVICE STORES INC
AR	FORT SMITH	1324844	PIC N TOTE #6	6600 PHOENIX	72903	479-478-9192	PIC N TOTE SELF SERVICE STORES INC
AR	JONESBORO	1520810	EXXON CIRCLE N	6367 HWY 1 SOUTH	72404	870-268-8484	NIMOCKS OIL CO INC
AR	PLUMERVILLE	1518590	CM FOOD & GAS LLC	304 N SPRINGFIELD RD	72127	501-208-5620	CM FOOD & GAS LLC
AZ	CAMERON	1516611	SPEEDY'S CONVENIENT 101	HIGHWAY 89 AND JUNCTION 64	86016	928-679-2333	SPARTIN INVESTMENTS, LLC
AZ	CORNVILLE	1515151	CORNVILLE COUNTRY MARKET	9420 CORNVILLE ROAD	86325	928-639-2982	CORNVILLE COUNTRY MARKET
AZ	FLAGSTAFF	1519946	OLD ROUTE 66 CHEVRON	1785 S RAILROAD SPRINGS BLVD	86001-2492	928-773-8676	FLAGSTAFF BUTLER CHEVRON, LLC
AZ	KINGMAN	1518637	STATION 66	4115 THOMPSON AVE	86409	928-681-8256	STATION 66 INC
AZ	LUPTON	1516614	SPEEDY'S CONVENIENCE	I-40 EXIT 359 AND GRANT ROAD	86508	928-688-2775	SPARTIN INVESTMENTS, LLC
AZ	PHOENIX	1521174	VANI	1602 E BELL ROAD	85022-2802	602-867-9397	VANI STORE INC.
AZ	PHOENIX	1521329	7TH STREET HOTSPOT CAFE & MARKET	16220 N 7TH STREET	85022	602-942-1037	G & V INVESTMENTS LLC
AZ	PINE	883631	UNCLE TOMS TEXACO	4102 87 HWY	85544-1390	928-476-3535	UNCLE TOMS TEXACO
AZ	SAFFORD	1518061	JO-BI`S MARKET	4520 HWY 191 S	85546	928-428-4503	JO-BI'S CONVENIENCE MARKET LLC
AZ	SALOME	1516019	ZIP TRAVEL CENTER	48286 VICKSBURG RD	85348	928-859-3165	SUN WEST EXPRESS LLC
AZ	SANDERS	1514757	SANDERS MUSTANG #7203	36750 HWY 191 SOUTH, UNIT #1	86512	928-688-2445	WESTERN REFINING SOUTHWEST, INC.
AZ	TUCSON	1514783	QUIK MART #33	5642 S ALVERNON WAY	85706-1931	520-889-0699	QUIK MART STORES INC.
AZ	TUCSON	1518490	QUIK MART #27	10265 E IRVINGTON	85730	520-722-1691	QUIK MART STORES INC.
AZ	TUCSON	1520512	COXCO	5960 N ORACLE RD	85704-3816	520-887-6471	CORVON CORP INC.
AZ	VAIL	1514550	VAIL CONVENIENCE MARKET LLC	13142 E. COLOSSAL CAVE ROAD	85641	520-762-1009	QUIK MART STORES INC.
CA	EL CENTRO	948834	MCNEECE MART #23	478 E MAIN	92244-1280	760-337-2323	MCNEECE BROS OIL CO
CA	SAN LUIS OBISPO	1520797	CONSERV FUEL #6103	254 SANTA ROSA STREET	93405	805-784-0700	MOLLER RETAIL INC. (EQUIP)
CA	SANTA MARIA	1520802	CONSERV FUEL #6113	910 E BETTERAVIA ROAD	93454	805-314-2966	MOLLER RETAIL INC. (EQUIP)
CA	THORNTON	1514632	J. D. SERVICE STATIONS INC.	9015 WALNUT GROVE RD	95686	209-794-8993	J. D. SERVICE STATIONS INC.
CO	BAYFIELD	1393150	BAYFIELD 1ST STOP	2400 US HWY. 160B	81122	970-884-4094	PESTER MARKETING COMPANY
CO	BENNETT	1515789	TRAVEL SHOPPE	1210 S 1ST ST	80102-7910	303-644-3738	SERVICE OIL COMPANY
CO	BRUSH	1518965	EAGLE #9	315 EAST EDISON	80723	970-842-2462	COLORADO RETAIL VENTURES SRVCS LLC
CO	BURLINGTON	1517065	TRAVEL SHOPPE #4	415 S LINCOLN	80807	719-346-8515	SERVICE OIL COMPANY
CO	DEL NORTE	1249402	JR'S #816	450 GRAND AVE	81132	719-657-2118	DURAN OIL COMPANY
CO	MONTE VISTA	1519528	MONTE VISTA COOPERATIVE	1901 US HWY 160 E	81144-9344	719-852-5181	MONTE VISTA COOPERATIVE
CO	STERLING	1518882	EAGLE #2	20974 US HIGHWAY 6	80751	970-522-2858	COLORADO RETAIL VENTURES SRVCS LLC
CO	STERLING	1520605	EAGLE #1	930 W MAIN	80751	970-522-6626	COLORADO RETAIL VENTURES SRVCS LLC
CO	WRAY	1518883	EAGLE #6	233 NORTH DEXTER STREET	80758	970-332-0972	COLORADO RETAIL VENTURES SRVCS LLC
CO	YUMA	1518964	EAGLE #5	600 EAST 8TH AVENUE	80759	970-848-2107	COLORADO RETAIL VENTURES SRVCS LLC
FL	BRADENTON	1518717	LAKEWOOD WALK	5920 LAKEWOOD RANCH BLVD	34211	941-739-5300	WEST COAST OIL INC
FL	CLEARWATER	1519819	BELLEAIR SUPER GAS	1600 S HIGHLAND AVE	33756	727-584-1873	KREBS PARTNERSHIP LLC
FL	CLEARWATER	1519927	LIBERTY OIL OF USA INC - RALLY #211	12602 49th ST NORTH	33762	727-573-4428	SARASOTA OIL LLC
FL	OCALA	1515832	OCALA PIT STOP	2711 W SILVER SPRINGS BLVD	34475	352-629-6595	OCALA PIT STOP, INC.
FL	TALLAHASSEE	1521217	BRADFORDVILLE SUSIE Q'S	1500 BANNERMAN RD	32312-5092	850-894-9912	HENY ENTERPRISES INC.
GA	ADEL	1520706	QUICK CHANGE #8	1006 S ELM STREET	31620	229-896-2331	HENY ENTERPRISES INC.
GA	APPLING	1064455	CIRCLE K #5586	1825 APPLING HARLEM RD	30802-0000	706-541-9247	CIRCLE K STORES, INC
GA	ATHENS	1521304	CIRCLE K 2723346	290 US HWY 29 NORTH	30601-5500	706-353-6624	CIRCLE K STORES, INC
GA	AUGUSTA	1521305	CIRCLE K 2703174	1947 GORDON HWY	30909	706-738-0079	CIRCLE K STORES, INC
GA	CALHOUN	1521034	A & S 414 INC.	110 SHOPE LAKE ROAD	30701	678-491-4970	A & S 414 INC.
GA	COLQUITT	1520879	RON CAM FOOD MART	701 N 4TH STREET	39837	229-726-8495	RAMAPIR KRUPA LLC
GA	CUMMING	1518887	MARVIK 1 GROUP LLC	3715 BROWNS BRIDGE ROAD	30028	678-513-0084	MARVIK 1 GROUP LLC
GA	DALLAS	1518811	BALA FOOD MART	8860 CARTERSVILLE HWY	30132	770-445-5434	SHREE BALA LLC
GA	DALTON	1520644	HEERA EXPRESS	2219 ABUTMENT PL	30721	706-260-2501	YAMA LLC

GA	GRIFFIN	53349	AM-PM EXPRESS	1601 WILLIAMSON RD	30223-0000	770-228-4240	MOHEB INCORPORATED
GA	GROVETOWN	1521306	CIRCLE K 2701875	3003 GORDON HWY	30813	706-210-9190	CIRCLE K STORES, INC
GA	JACKSON	1521220	INTERSTATE BP	3128 HWY 36 W	30233-6107	770-775-1194	ROYAL BP CORP
GA	KENNESAW	1520536	SWIFTY SAVE	1025 CHASTAIN ROAD NW	30144	678-213-2570	FAIZ LLC
GA	NASHVILLE	1519445	FOUR GUYS SHELL	405 SOUTH DAVIS STREET	31639	229-543-1417	ANDERSON OIL COMPANY INC
GA	STOCKBRIDGE	1520977	MOBIL FOOD MART	3441 MOUNT ZION ROAD	30281	678-289-4786	ARSH FOOD & GAS INC.
GA	THOMASVILLE	1521083	SUSIE Q'S #20	1334 W JACKSON ST	31792-6360	229-226-4473	AVA DEVELOPMENT LLC
GA	UNADILLA	1521181	CHOICE FOOD MART	991 SECOND ST	31091-2503	478-627-2703	SITA RAM FOOD MART LLC
IA	CLARENCE	1520936	SUNDSTOP #4	902 LOMBARD STREET	52216	563-452-0333	SUNDSTOP II LLC
IA	DUBUQUE	891222	KWIK STOP #72	2255 KERPER BLVD	52001-2219	563-582-8803	RAINBO OIL COMPANY
IA	DUBUQUE	961546	KWIK STOP #78	4039 PENNSYLVANIA	52002	563-589-0009	RAINBO OIL COMPANY
IA	DUBUQUE	1520866	KWIK STOP #86	2150 TWIN VALLEY DR	52003	563-583-8011	RAINBO OIL COMPANY
IA	DYERSVILLE	1520930	SUNDSTOP #3	740 FIELD OF DREAMS WAY	52040	563-875-8490	SUNDSTOP II LLC
IA	EAGLE GROVE	1514817	AMPRIDE	215 N COMMERCIAL	50533	515-603-6412	W&H COOPERATIVE OIL COM
IA	ELDRIDGE	873816	BIG 10 MART #25	121 S 14TH	52748-0062	563-285-5211	MOLO OIL COMPANY
IA	HIAWATHA	1101381	BIG 10 MART #19	1225 BOYSON ROAD	52233	319-294-2921	MOLO OIL COMPANY
IA	IOWA FALLS	1521242	PLA-MOR BOWL	736 S OAK STREET	50126-9546	641-648-9740	J & M MANAGEMENT dba PLA-MOR BOWL
IA	KANAWHA	130789	YESWAY	102 N MAIN	50447	641-762-3240	BW GAS & CONVENIENCE & RETAIL LLC
IA	LAMONI	1514724	SODEXO - GRACELAND COLLEGE	700 COLLEGE AVE.	50140	641-784-5234	SODEXO CAMPUS SERVICES
IA	LAMONI	1519531	SODEXO-COMMONS	1 UNIVERSITY PLACE	50140	515-419-3445	SODEXO CAMPUS SERVICES
IA	LARCHWOOD	811012	LARCHWOOD MINI MART	836 HOLDER ST	51241	712-477-2121	LARCHWOOD MINI-MART LLC
IA	MARTELLE	1520935	SUNDSTOP #1	400 S MILITARY STREET	52305	319-482-2044	SUNDSTOP II LLC
IA	OLIN	1520711	SUNDSTOP #2	400 JACKSON STREET	52320	319-484-2929	SUNDSTOP II LLC
IA	PEOSTA	1520585	KWIK STOP #82	185 PEOSTA STREET	52068	563-582-2466	RAINBO OIL COMPANY
IA	RENWICK	1520207	RENWICK FASTWAY	101 YORK AVE	50577	515-824-3400	W&H COOPERATIVE OIL COM
IA	ROCK VALLEY	595001	PUMP N PAK	1004 MAIN ST	51247	712-476-2983	PUMP N PAK RV INC.
IA	ROCKWELL	1520658	JONESY'S STOP N SHOP	104 1ST STREET NORTH	50469	641-822-4710	BSJ INVESTMENTS
IA	SIOUX CITY	1518830	MUSTANG GRILL	3609 PETERS AVENUE	51106	712-274-5303	SODEXO CAMPUS SERVICES
ID	ARCO	1520321	THE BARGAIN BARN LLC	216 S FRONT STREET	83213	208-527-3402	THE BARGAIN BARN LLC
ID	ASHTON	1516640	ASHTON QUICK STOP	921 NORTH HIGHWAY 20	83420	208-652-3221	ACME INC
ID	BUHL	1520625	OASIS STOP N GO #6	102 CLEAR LAKES ROAD	83316	208-543-4724	OASIS ADMINISTRATION
ID	CASCADE	1064445	HARPOS	823 S HWY 55	83611-1096	208-382-5023	INTERMOUNTAIN FOOD STORES, INC
ID	CHALLIS	1520523	VILLAGE SQUARE	600 HWY 93 SOUTH	83226	208-879-4650	TLC VILLAGE SQUARE LLC
ID	DUBOIS	755786	IKE'S 66	424 W MAIN ST	83423-0026	208-374-5380	IKES
ID	FIRTH	1249382	HARD TIMES	220 S MAIN	83236	208-346-4227	DBS
ID	HEYBURN	926786	HUB PLAZA	334 S HWY 27	83336	208-679-2122	BAILEY OIL CO INC
ID	IDAHO FALLS	1520743	SUNNYSIDE TRAVEL PLAZA	3365 OUTLET BLVD	83402	208-525-6055	JOHN C. BERRY & SONS INC
ID	JEROME	1514962	STINKER STATION #87	800 E MAIN	83338-2446	(208)324-8235	STINKER STORES, INC.
ID	MACKAY	1520262	SAMMYS MINI MART	318 WEST CUSTER	83251	208-588-3340	SAMMYS MINI MART LLC
ID	MOSCOW	1520361	STINKER STORES #38	1044 W PULLMAN ROAD	83843	208-882-9091	STINKER STORES, INC.
ID	MUD LAKE	963450	IKES	1092 E 1500 NORTH	83450	208-663-4442	IKES
ID	OAKLEY	1514608	SEARLE'S	120 N. CENTER	83346	208-862-7887	SEARLE'S
ID	PAUL	1519158	OASIS STOP N GO #15	9 WEST ELLIS	83347	208-438-5314	OASIS ADMINISTRATION
ID	PAYETTE	1514806	CAMPO'S FAST & EASY	925 S MAIN ST	83661	208-642-2272	CAMPO OIL CO INC.
ID	POCATELLO	1519077	STINKER STATION #69	3530 W HWY 30	83201	208-478-6878	STINKER STORES, INC.
ID	POTLATCH	1251837	FOUR STAR SUPPLY POTLATCH	120 6TH ST	83855	208-875-1251	FOUR STAR SUPPLY INC
ID	REXBURG	1514319	VALLEY HOME & RANCH	1175 W MAIN ST	83440	208-356-5448	VALLEY WIDE COOP
ID	SALMON	1519525	EVERETTE JONES DBA BUDDYS TEXACO	609 RIVERFRONT DR	83467	208-756-3630	EVERETTE JONES DBA BUDDYS TEXACO
ID	SHELLEY	951911	THE FOOD PLAZA	174 N STATE	83274-0000	208-357-5152	DBS

ID	SHOSHONE	1160862	VALLEY CO-OPS, INC	103 N RAIL ST	83352	208-886-7557	VALLEY WIDE COOP
ID	TWIN FALLS	1520571	OASIS STOP N GO #4	659 ADDISON AVE W	83301	208-733-4476	OASIS ADMINISTRATION
ID	WENDELL	1521213	WENDELL SNACK BAR	319 IDAHO STREET	83355	208-536-2118	H & T LLC dba WENDELL SNACK BAR
IL	ANNA	1519928	RHODES 101 #410	148 LEIGH AVE	62906	618-833-5433	PAJCO INC. DBA RHODES 101 STOP
IL	ARENZVILLE	1518842	AYERCO #32 CONVENIENCE CENTER	205 S HENRIETTA ST	62611	217-997-5560	ILLINOIS AYERS OIL CO
IL	ASTORIA	1520314	KLIDES FAST STOP	304 W BROADWAY	61501	309-329-2929	KLIDES INC.
IL	AURORA	1519958	BP AM PM	1207 N EOLA ROAD	60502	630-236-0745	DIYA OM SHAKTI 1INC
IL	BARTONVILLE	969462	MINIT MART	2136 S AIRPORT RD	61607	309-697-6723	TA OPERATING LLC
IL	BARTONVILLE	1245244	MINIT MART	501 MCKINLEY	61607	309-633-1371	TA OPERATING LLC
IL	BUNKER HILL	776636	BUNKER HILL COUNTRY MART	302 NORTH WASHINGTON	62014-0003	618-585-3021	HARIKRISHNA US CORPORATION
IL	DALLAS CITY	776021	CIRCLE K #1248	237 W 3RD ST	62330-0000	217-852-3210	CIRCLE K STORES, INC
IL	DAVIS	695560	SHELL EXPRESS	504 RT 75	61019-0000	815-865-5312	JOHNSON OIL CO.
IL	EAST DUBUQUE	1516695	BIG 10 MART #6	448 SINSINAWA AVENUE	61025	815-747-2313	MOLO OIL COMPANY
IL	EAST MOLINE	1112298	BIG 10 MART #21	1301 13TH AVE	61244-1741	309-755-4315	MOLO OIL COMPANY
IL	GRAFTON	776442	AMOCO FOOD SHOP	200 E MAIN ST	62037-0000	618-786-3417	MEDFORD OIL CO
IL	HENRY	1393043	HENRY PHILLIP 66	1045 UNIVERSITY STREET	61537	309-364-4555	GHANSHYM INC
IL	HICKORY HILLS	1520169	HICKORY SHELL	8702 S 88TH AVE	60457	708-430-2955	ALLMARIE INC.
IL	JERSEYVILLE	1520249	MEDFORD FOOD MART	216 NORTH STATE STREET	62052	618-498-2682	MEDFORD OIL CO
IL	KIRKLAND	1382411	KIRKLAND QUICK STOP	411 W MAIN	60146	815-522-3510	BLAKE OIL COMPANY
IL	LAKE ZURICH	1519289	GRAHAMS - LAKE ZURICH 66	1 N RAND RD	60047	847-726-8188	GRAHAM C-STORES
IL	MCHENRY	1520595	MCHENRY MARATHON	4608 W CRYSTAL LAKE ROAD	60050	815-385-8467	MC MART INC.
IL	MEREDOSIA	130847	FAST STOP	891 MAIN STREET	62665-0328	217-584-1811	ANDREWS MART, INC.
IL	NAPERVILLE	1519960	BP	901 N WASHINGTON ST	60563	630-548-0889	DIYA OM SHAKTI 1INC
IL	NAPERVILLE	1521139	BROOKDALE PETROLEUM BP	1983 BROOKDALE RD	60563-2077	630-416-4569	BROOKDALE PETROLEUM INC.
IL	PRINCETON	1520219	FAST STOP	720 N MAIN STREET	61356	815-872-0706	ROCKY OIL COMPANY
IL	SYCAMORE	1520621	RIVERSIDE MARATHON	503 N MAIN STREET	60178	815-899-4120	SYCAMORE FOOD MART INC
IL	WHITE HALL	685225	SCOTTYS CONVENIENCE	201 S MAIN STREET	62092	217-374-2421	SCOTTYS CONVENIENCE
IL	WONDER LAKE	1519288	GRAHAMS - WONDER LAKE	7517 HANCOCK DR	60097-9364	815-728-0660	GRAHAM C-STORES
IN	ATTICA	1515955	ATTICA MARATHON	403 EAST JACKSON STREET	47918	765-764-4424	WILLIAMSPORT AMOCO INC
IN	BLOOMFIELD	825241	COUNTRY PORCH #7	525 W MAIN	47424	812-384-3800	COUNTRY PORCH CONV STORE, LLC
IN	CLAYTON	1519365	BELLEVILLE MARATHON	1766 E US HWY 40	46118	317-539-6818	NANAK DURBAR CORPORATION
IN	ELKHART	1521008	GAS N' GO	2701 W LEXINGTON	46514	574-333-3098	GAS N' GO LLC
IN	FLORA	1179382	FLORA MARAMART	508 WEST COLUMBIA	46929	574-967-4830	FLORA MARAMART
IN	FORT WAYNE	1382082	PRIDE C-STORE	3730 ENGLE RD	46802	260-436-8838	PRIDE C-STORE INC.
IN	HIGHLAND	1515907	PILOT TRAVEL CENTER 031	8150 INDIANAPOLIS BLVD	46322	219-923-6405	PILOT TRAVEL CENTERS LLC
IN	INDIANAPOLIS	1520099	KENTUCKY AVENUE PHILLIP 66	4375 KENTUCKY AVE	46221	317-247-5385	FIVE STAR OIL INC
IN	JASONVILLE	1520967	COUNTRY PORCH	221 EAST MAIN STREET	47438	812-665-4000	COUNTRY PORCH CONV STORE, LLC
IN	LA PORTE	1520723	ABISIBI FOOD MART	3204 MONROE STREET	46350	219-369-6944	ABISIBI FOOD MART INC.
IN	MARION	1516038	MARION BP	4922 SOUTH WESTERN AVE	46953	765-674-9149	SWEETSER FOOD MART INC
IN	MIDDLEBURY	1520818	SNAPPY FOOD MART	53031 STATE RD 13	46540	574-825-7627	SARWAN SINGH
IN	MISHAWAKA	1516365	TWIN BRANCH BP	4116 LINCOLNWAY E	46544	574-255-4326	TWIN BRANCH BP
IN	MONROVIA	1519849	FRABERGS IGA	490 N CHESTNUT ST	46157-9549	317-996-2587	FRABERGS IGA
IN	NORTH LIBERTY	969911	S & R LUCKY MART	203 N MAIN ST	46554	574-656-3091	S & R LUCKY MART INC.
IN	OSSIAN	1520129	OSSIAN DELI	404 N JEFFERSON STREET	46777	260-622-7499	SCHINDLER & PURSLEY INC.
IN	SELLERSBURG	1521085	7 STAR FOOD MART	492 N INDIANA AVE	47172	812-246-0478	RADHEY KRISHNA INC.
IN	SOUTH BEND	1520548	COUNTRY CUPBOARD	26395 STATE ROAD 2	46619	574-287-1990	S & R LUCKY MART INC.
IN	WAKARUSA	1520117	WAKARUSA PETROLEUM	914 E WATERFORD STREET	46573	574-862-1500	SARWAN SINGH
IN	WILLIAMSPORT	969377	WILLIAMSPORT AMOCO	514 ST RD 28 E	47993	765-764-1616	WILLIAMSPORT AMOCO INC
IN	WORTHINGTON	1518111	COUNTRY PORCH #8	203 S COMMERCIAL	47471	812-875-2112	COUNTRY PORCH CONV STORE, LLC

KS	COLBY	1514331	OASIS TRAVEL CENTER	700 HORTON AVENUE	67701	785-460-0044	WWWW INC.
KS	DOWNS	1516868	MYERS	267 W HWY 24	67437	785-454-3520	MYERS SPORTING & SUPPLY LLC
KS	ELKHART	1519889	U-PUMP IT #211	710 MORTON	67950	620-697-1080	TOMMY'S PROPERTIES #202
KS	GARDEN CITY	1435506	J-MART #3	3020 JONES AVE	67846	620-275-0258	J-J OIL COMPANY
KS	GARDEN CITY	1520303	U-PUMP IT #212	2001 E MARY STREET	67846	620-276-3308	TOMMY'S PROPERTIES #202
KS	GOODLAND	1519665	COWBOY CORNER EXPRESS LLC	1631 MAIN STREET	67735	785-890-7728	WWWW INC.
KS	JETMORE	130737	THE PANTRY	222 N MAIN	67854-0368	620-357-8369	CIRCLE K STORES, INC
KS	JOHNSON	1517610	EAGLE #8	402 E VANMETER	67855	620-492-1638	COLORADO RETAIL VENTURES SRVCS LLC
KS	LAKIN	1178102	TOMMY'S MARKET #202	220 E SANTA FE TRAIL	67860	620-355-7152	TOMMY'S PROPERTIES #202
KS	LEOTI	776540	EAGLE #13	101 S 4TH STREET	67861	620-375-2290	COLORADO RETAIL VENTURES SRVCS LLC
KS	MAYETTA	1521230	NATION STATION	12285 150TH ROAD	66509	785-966-2719	NS FOODS LLC
KS	MAYETTA	1521317	FIREKEEPER GOLF COURSE	12524 150TH RD	66509-8819	785-966-7889	NS FOODS LLC
KS	OAKLEY	1327357	OAKLEY HEARTLAND FOOD	127 CONVERSE	67748	785-671-3205	J.M.P. CO,INC.
KS	OAKLEY	1516287	J-J OIL #6	465 US HWY 83	67748	785-672-3900	J-J OIL COMPANY
KS	OBERLIN	1322486	CROSSROADS EXPRESS	602 W FRONTIER PKWY	67749-2270	785-475-1075	FOWLER'S LLC
KS	PHILLIPSBURG	130736	MACS KWIK STOP	1390 STATE ST	67661	785-543-6414	MACS KWIK STOP INC.
KS	PRATT	1367705	AMPRIDE	916 S MAIN	67124	620-672-6761	KANZA COOP
KS	SAINT FRANCIS	918193	EAGLE #12	2530 HIGHWAY 36	67756-0628	785-332-3222	COLORADO RETAIL VENTURES SRVCS LLC
KS	STAFFORD	1287953	AMPRIDE	443 MARTIN	67578	620-234-6143	KANZA COOP
KS	STOCKTON	776007	J MART HOT STUFF PIZZERIA	324 S 2ND	67669-1961	785-425-7062	J-J OIL COMPANY
KS	SUBLETTE	1520179	U PUMP IT/ THE STOCKADE#214	1887 N US HWY 83	67877	620-675-8602	TOMMY'S PROPERTIES #202
KS	SYRACUSE	1519978	EAGLE #11	204 WEST AVE A	67878	620-384-5033	COLORADO RETAIL VENTURES SRVCS LLC
KS	TRIBUNE	1518884	EAGLE #7	117 WEST KANSAS AVENUE	67879	620-376-2311	COLORADO RETAIL VENTURES SRVCS LLC
KY	BOONEVILLE	1520739	TRI-STATE PETROLEUM #3	110 N MULBERRY STREET	41314	606-593-7111	TRI-STATE PETROLEUM LLC
KY	BUTLER	1519606	BB'S FOOD MART	10216 HWY 27 N	41006	859-472-6361	LICKING VALLEY OIL
KY	CAMPTON	969992	APPLE MARKET #533	30 S KY 15	41301	606-668-9500	GPM APPLE LLC
KY	ERLANGER	1520325	COMMONWEALTH BP	506 COMMONWEALTH AVE	41018	859-727-6550	FIVE STAR OIL INC
KY	FLEMINGSBURG	1519699	APPLE MARKET #534	1103 ELIZAVILLE RD	41041	606-845-4100	GPM APPLE LLC
KY	HARRODSBURG	1520205	APPLE MARKET #540	344 S COLLEGE STREET	40330	859-734-4236	GPM APPLE LLC
KY	HAZARD	1520223	SUPER MART LLC	7351 HWY 15 N	41701	606-439-3936	SUPER MART LLC
KY	LEXINGTON	1520988	SKYLINE BP	1065 NEWTOWN PIKE	40511	859-624-2944	MERRICK SHELL FOODMART INC.
KY	LIBERTY	1520844	SALLIES FOOD MART #2	6554 WEST KY 70	42539	606-787-5686	OM JAY JAGDISH INC
KY	LOUISA	1520698	TRI-STATE PETROLEUM #7 (VALERO)	8283 HWY 23	41230	606-673-9993	TRI-STATE PETROLEUM LLC
KY	MAYSVILLE	1520862	MAYSVILLE SMART STOP	4248 AA HIGHWAY	41056	606-883-3265	VIKING FOOD MART INC.
KY	MC KEE	1325183	APPLE MARKET #525	361 MAIN STREET NORTH	40447	606-287-8443	GPM APPLE LLC
KY	OWINGSVILLE	1520700	TRI-STATE PETROLEUM #6 (VALERO)	1147 SLATE AVE	40360	606-674-3002	TRI-STATE PETROLEUM LLC
KY	PARIS	1520424	APPLE MARKET #530	338 EAST MAIN STREET	40361	859-987-0580	GPM APPLE LLC
KY	RICHMOND	1520781	MERRICK SHELL FOODMART	2048 MERRICK DRIVE	40475	859-624-2944	MERRICK SHELL FOODMART INC.
KY	SEBREE	1520854	EAGLES	489 US HWY 41 N	42455	270-213-2015	AARYA BC CORPORATION
KY	STANTON	1520699	TRI-STATE PETROLEUM #1 (VALERO)	109 S MAIN STREET	40380	606-663-6642	TRI-STATE PETROLEUM LLC
KY	WICKLIFFE	1143593	INDIAN HILLS	101 GREEN STREET	42087-8911	270-335-5271	DOLOMA CORPORATION
LA	ARCADIA	1520834	SUPER SAVE #7	988 GAP FARM ROAD	71001	318-536-5112	KIRAN OF MONROE LLC
LA	DERIDDER	1246937	TIGER MART #8	2217 US 171 N	70634	337-462-1319	SUNSHINE GROUP
LA	DUSON	1520252	ROADY'S LUCKY DEUCES TRAVEL PLAZA	3002 DAULAUT DRIVE	70529	337-873-5400	CEDAR HOLLY INVESTMENTS LLC
LA	KAPLAN	969824	ECONO MART #5	1110 N HERPIN AVE	70548	337-643-2610	ECONO INC OF KAPLAN
LA	KILBOURNE	1520746	KILBOURNE DELI MART	373 KILBOURNE AVE	71253	318-428-5400	KILBOURNE DELI MART LLC
LA	PLAQUEMINE	1520887	V & C GROCERY	58720 BELLEVIEW DR	70764	225-687-2557	CARO'S LLC
LA	PONCHATOULA	1521144	LOUISIANA SPORTSMANS PARADISE	42763 HWY 445	70454-5534	985-345-5001	SJA PROPERTIES LLC
MI	BALDWIN	719508	BIG STAR EZ MART	9505 SOUTH M-37 HWY	49304-3068	231-745-8073	BLARNEY CASTLE OIL COMPANY

MI	BEAR LAKE	969919	BEAR LAKE EZ MART BC#2	12348 US 31	49614	231-864-3122	BLARNEY CASTLE OIL COMPANY
MI	BRUCE CROSSING	1393247	SETTLERS COOPERATIVE INC	14043 US HIGHWAY 45	49912	906-827-3515	SETTLERS COOPERATIVE INC
MI	CALUMET	775519	HOLIDAY STATIONSTORE #76 CALUMET	13 US HIGHWAY 41	49913	906-337-5952	HOLIDAY STATIONSTORES, INC.
MI	CASNOVIA	823329	HOME TOWN CONVENIENCE STORE	17984 APPLE AVE	49318-0000	616-675-4222	HOME TOWN CONVENIENCE STORE
MI	DOWAGIAC	1517207	JUDGE CONVENIENCE	51012 MICHIGAN 51 N	49047	269-782-6884	EDWARDSBURG MARATHON, INC.
MI	EDWARDSBURG	969288	EDWARDSBURG MARATHON	26404 US HWY 12	49112-0000	269-663-8655	EDWARDSBURG MARATHON, INC.
MI	HARRISON	1326982	QUIK STOP	235 N CLARE AVE	48625	989-539-1269	QUIK STOP
MI	HART	926238	WILSONS GENERAL STORE	2430 N 56TH AVE - UNIT 2	49420	231-873-2497	WILSONS GENERAL STORE
MI	INTERLOCHEN	1263584	EZ MART	9419 US 31	49643	231-276-9520	BLARNEY CASTLE OIL COMPANY
MI	LANSE	775530	HOLIDAY STATIONSTORE #168 LANSE	110 US HWY 41	49946-0000	906-524-7442	HOLIDAY STATIONSTORES, INC.
MI	ONTONAGON	775533	HOLIDAY STATIONSTORE #180 ONTONAGON	103 GREENLAND RD	49953-0000	906-884-4718	HOLIDAY STATIONSTORES, INC.
MI	PORTAGE	1518960	SPRINKLE ROAD CITGO	7025 SPRINKLE RD	49002	269-329-1270	AMERICAN GAS & OIL, INC
MI	ROSEBUSH	819191	ROSEBUSH EZ MART	3968 N MISSION	48878-0142	989-433-2951	BLARNEY CASTLE OIL COMPANY
MI	SAGOLA	1520566	SAGOLA MINI MART	N10096 M-95	49881	906-542-7272	LAFAIVE OIL CO INC.- FLORENCE
MI	SAINT JOSEPH	1517293	DOWNTOWN CITGO	220 N MAIN ST	49085	269-983-5521	AMERICAN GAS & OIL, INC
MI	SEARS	1123807	SEARS E-Z MART	6037 30TH AVE	49679-8033	231-734-9430	BLARNEY CASTLE OIL COMPANY
MI	TRAVERSE CITY	969306	NEXT DOOR FOOD STORE	2001 N GARFIELD	49686-5121	231-947-1202	GPM APPLE LLC
MI	WAKEFIELD	775536	HOLIDAY STATIONSTORE #185 WAKEFIELD	185 US HIGHWAY 2	49968-1013	906-224-2191	HOLIDAY STATIONSTORES, INC.
MN	ADA	1519752	WEST CENTRAL AG SERVICES	13 E THORPE AVE	56510	218-784-7859	WEST CENTRAL AG SERVICES
MN	AITKIN	807932	HOLIDAY STATIONSTORE #452	1 MINNESOTA AVE S	56431-0000	218-927-1986	HOLIDAY STATIONSTORES, INC.
MN	AKELEY	1518760	T&M EXPRESS	85 BROADWAY ST EAST	56433	218-652-3676	LUETGERS OIL CO INC
MN	ALEXANDRIA	1521057	GAS MART OF CARLOS CORNER	8170 STATE HWY 29 N	56308-8024	320-852-7331	HOLPER ENTERPRISES INC.
MN	ANNANDALE	775551	HOLIDAY STATIONSTORE #234 ANNANDALE	115 ELM ST W	55302-0118	320-274-5657	HOLIDAY STATIONSTORES, INC.
MN	APPLETON	1520095	ASCHEMAN UNI-MART & DELI	224 N MUNSTERMAN STREET	56208	320-289-2110	ASCHEMAN UNI-MART & DELI
MN	AUDUBON	1520245	ORTON'S AUDUBON TESORO	129 S 2ND STREET	56511	218-439-6670	ORTON MOTOR INC
MN	AURORA	775535	HOLIDAY STATIONSTORE #184 AURORA	5495 HWY 100	55705-0000	218-229-3883	HOLIDAY STATIONSTORES, INC.
MN	BABBITT	851017	SHORT STOP	37 CENTRAL BLVD	55706	218-827-3109	C&B WAREHOUSE DISTRIBUTING, INC
MN	BAGLEY	1520666	BAGLEY COOP C-STORE	1309 CENTRAL STREET WEST	56621	218-694-6214	BAGLEY COOP ASSOCIATION
MN	BAUDETTE	775544	HOLIDAY STATIONSTORE #212 BAUDETTE	109 MAIN ST E.	56623-0000	218-634-2193	HOLIDAY STATIONSTORES, INC.
MN	BELLE PLAINE	1520638	CENEX C-STORE - BELLE PLAINE	840 EAST MAIN STREET	56011-2204	952-873-3344	GENESIS COOPERATIVE ASSOCIATION
MN	BEMIDJI	1519737	PETRO SERVE USA #57	2470 PAUL BUNYON DR NW	56601	218-751-7504	PETRO SERVE USA
MN	BENSON	775512	HOLIDAY STATIONSTORE #33 BENSON	315 S 14TH ST	56215-0000	320-843-2018	HOLIDAY STATIONSTORES, INC.
MN	BLACKDUCK	695084	TIMBERLINE SPORTS-N-CONVENIENCE	209 SUMMITT AVE SW	56630	218-835-4636	TIMBERLINE SPORTS-N-CONVENIENCE
MN	BRECKENRIDGE	1520550	BLAZER EXPRESS	1020 HWY 75 N - STE 3	56520	218-643-2521	BLAZER EXPRESS
MN	BROWNS VALLEY	1519772	BROWNS VALLEY CENEX	521 WEST BROADWAY	56219	320-695-2452	FISHER ENTERPRISES, INC.
MN	CASS LAKE	776117	CASS LAKE MINI MART	203 ASPEN AVE. NW.	56633	218-335-2027	JVT LTD PARTNERSHIP
MN	CASS LAKE	1517990	PALACE JUNCTION C-STORE	6864 US 2 NW	56633	218-335-2655	JST LTD PARTNERSHIP
MN	COKATO	1520898	JACK'S OF COKATO	620 US HWY 12 SW	55321	320-286-0009	JACKS OF WATKINS INC
MN	COOK	626145	COUNTRY STORE	320 S HWY 53	55723-1088	218-666-5956	COUNTRY STORE
MN	COTTONWOOD	671687	COTTONWOOD CO-OP OIL CO	147 BARSTAD RD	56229-0318	507-423-6282	COTTONWOOD CO-OP OIL CO
MN	CROMWELL	1514160	CROMWELL SELF SERVE	1302 HWY 73 SOUTH	55726	218-644-1114	CROMWELL SELF SERVE INC
MN	CROOKSTON	1520350	SODEXO-REGAL NORTH/ Eagles Nest	2900 UNIVERSITY AVE	56716	218-281-8814	SODEXO CAMPUS SERVICES
MN	CROOKSTON	1520476	SODEXO-REGALS South/Evergreen Grill	2900 UNIVERSITY AVE	56716	218-281-8541	SODEXO CAMPUS SERVICES
MN	CROSBY	1518645	C I CONVENIENCE	1029 OAK ST	56441-1147	218-546-7300	L-N-F STORES LLC
MN	DEERWOOD	130924	HOLIDAY STATIONSTORE #450	23736 FRONT ST	56444-0336	218-534-2966	HOLIDAY STATIONSTORES, INC.
MN	DETROIT LAKES	1519456	CENEX CONVENIENCE STORE	911 E HWY 34	56501	218-847-3190	CENEX COMMUNITY COOP
MN	DILWORTH	1286266	PETRO SERVE USA #50	1707 HWY 10 W	56529-1342	218-287-2208	PETRO SERVE USA
MN	EAST GRAND FORKS	1521199	VALLEY DAIRY #58	308 17TH ST NW	56721-1530	218-773-7252	PETRO SERVE USA
MN	EDEN VALLEY	1521116	JACKS OF EDEN VALLEY	169 MEEKER AVE EAST	55329-1647	320-453-2248	JACKS OF WATKINS INC

MN	EMILY	958324	HOLIDAY STATIONSTORE #451	21004 CNTY RD 1	56447-0000	218-763-4411	HOLIDAY STATIONSTORES, INC.
MN	ERSKINE	1518949	WIN-E-MAC TRAVEL CENTER, INC.	22848 347TH ST SE	56535	218-687-4444	WIN-E-MAC TRAVEL CENTER, INC.
MN	FERTILE	1519017	JT'S STATION, LLC	101 S MILL ST	56540	218-945-3333	JT'S STATION, LLC
MN	FRAZEE	57547	ALL IN ALL	103 S LAKE AVE	56544-0277	218-334-3336	ALL IN ALL
MN	FREEPORT	1521224	FREEPORT GAS & GROCERY	203 E MAIN STREET E	56331	320-836-7152	RAHN'S OIL & PROPANE INC.(FREEPORT)
MN	GAYLORD	1516895	GAYLORD SHELL	19 MAIN AVE E	55334-2299	507-237-2385	B&M STORE LLC
MN	GLENWOOD	1520737	GAS MART OF GLENWOOD	237 MINNESOTA AVE WEST	56334	320-634-4272	HOLPER ENTERPRISES INC.
MN	GLYNDON	1519736	PETRO SERVE USA #54	11 STATE ST NE US HWY 10	56547	218-498-0224	PETRO SERVE USA
MN	GRANITE FALLS	1519175	CENEX C STORE	1297 GRANITE ST	56241	320-564-2525	FARMERS UNION OIL CO
MN	HALLOCK	969845	CENEX C-STORE	16 ATLANTIC STREET SOUTH	56728	218-843-3323	NORTHERN RESOURCES COOPERATIVE
MN	HAWLEY	1286599	ZIP TRIP #65	1102 HOBART STREET	56549-0357	218-483-3341	CHS, INC.
MN	HECTOR	775764	CENEX CONVENIENCE STORE	100 HIGHWAY AVE. E.	55342-0488	320-848-2286	SOUTH CENTRAL GRAIN AND ENERGY
MN	HERMAN	1520403	AJ'S GAS GROCERY	417 ATLANTA AVE	56248	320-677-2300	AJS GAS & GROCERY INC.
MN	HOUSTON	922648	RIVER VALLEY CONVENIENCE STORE, INC	103 E CEDAR ST	55943-8619	507-896-3221	RIVER VALLEY CONVENIENCE STORE, INC
MN	INTERNATIONAL FALLS	1399379	BOOT LEGGERS FUEL & LIQUOR	401 3RD AVENUE	56649	218-283-9148	KEEP ENTERPRISES INC.
MN	KARLSTAD	1101385	KARLSTAD KORNER	102 SOUTH MAIN	56732	218-436-2567	KARLSTAD KORNER
MN	LAKE BENTON	775590	EXPRESSWAY LAKE BENTON	117 EAST BENTON-HWY 75	56149-0329	507-368-4204	STAPLES ENTERPRISES, INC.
MN	LAKE CRYSTAL	1516866	KEVIN'S MARKET	334 NORTH MAIN STREET	56055	507-726-6868	KEVIN'S MARKET
MN	LAKE PARK	787557	CENEX COMMUNITY COOP	14583 HWY 10 WEST	56554-0000	218-238-5130	CENEX COMMUNITY COOP
MN	LAKEFIELD	775577	EXPRESS WAY LAKEFIELD	402 N HWY 86	56150-0000	507-662-6233	STAPLES ENTERPRISES, INC.
MN	LE CENTER	1520750	CENEX C-STORE - LE CENTER	290 W DERRYNANE	56057	507-357-6800	GENESIS COOPERATIVE ASSOCIATION
MN	LONG PRAIRIE	775518	HOLIDAY STATIONSTORE #55 LONG PRAIR	14 S LAKE ST	56347-0000	320-732-6721	HOLIDAY STATIONSTORES, INC.
MN	LONGVILLE	788014	ONE STOP	5006 HWY 84 NE	56655-0174	218-363-2252	JERRY'S ONE STOP INC
MN	MAHNOMEN	723100	PUMP 24	1452 STATE HWY 200	56557	218-935-9040	CENEX COMMUNITY COOP
MN	MAPLE LAKE	130306	ROGERS BP AMOCO INC	300 HWY 55 W	55358-0267	320-963-6555	ROGERS BP AMOCO INC
MN	MARSHALL	888422	CENEX AMPRIDE	401 COUNTRY CLUB DR	56258	507-532-3110	PRAIRIE PRIDE COOPERATIVE
MN	MCGREGOR	1156897	HOLIDAY STATIONSTORE #453	200 HIGHWAY 210	55760	218-768-4444	HOLIDAY STATIONSTORES, INC.
MN	MELROSE	1521231	MELROSE 1 STOP	423 2ND AVE SE	56352-1358	320-256-6519	RAHN'S OIL & PROPANE INC.(FREEPORT)
MN	MENAHGA	883635	LAKES AREA COOP	13 MAIN STREET NORTHEAST	56464-0220	218-564-5264	LAKES AREA COOPERATIVE
MN	MINNEOTA	969360	FARMER COOP	301 E 1ST ST	56264-0000	507-872-6182	FARMERS COOP ASSOC
MN	MONTEVIDEO	1520065	CENEX C-STORE	2402 E HWY 7	56265	320-269-5570	FARMERS UNION OIL CO
MN	MOTLEY	1520243	MOTLEY BP	16 HWY 10 S	56466	218-352-6756	ORTON MOTOR INC
MN	NORWOOD	130128	RE SMITH OIL DBA SINCLAIR FOOD MART	503 NORTH FAXON RD N	55368-0187	952-467-2640	RE SMITH OIL DBA SINCLAIR FOOD MART
MN	ORTONVILLE	1519771	CENEX	849 US HWY 75	56278	320-839-3883	TD & C INC
MN	OTTERTAIL	1519407	LAKES AREA COOP	245 N HWY 78	56571	218-367-3626	LAKES AREA COOPERATIVE
MN	PARK RAPIDS	1519408	LAKES AREA COOP	810 N MAIN AVE	56470	218-237-2667	LAKES AREA COOPERATIVE
MN	PARK RAPIDS	1519455	T&M EXPRESS	1104 1ST STREET E	56470	218-732-8853	LUETGERS OIL CO INC
MN	PAYNESVILLE	969259	CENEX FARMERS UNION COOP OIL CO	419 BUSINESS 23 EAST	56362	320-243-4800	CENEX FARMERS UNION COOP OIL CO
MN	PERHAM	923637	LAKES AREA COOP	43937 FORT THUNDER RD	56573-0000	218-346-7810	LAKES AREA COOPERATIVE
MN	PINE RIVER	775528	HOLIDAY STATIONSTORE #164	300 FRONT ST S	56474-2102	218-587-2821	HOLIDAY STATIONSTORES, INC.
MN	PLAINVIEW	775615	CENEX HIGH PLAINS COOP	445 N WABASHA AVE	55964	507-534-2144	HIGH PLAINS COOP
MN	RED LAKE FALLS	1112386	EAGLE SQUARE	405 BRIDGE ST	56750	218-253-2995	KST CORPORATION
MN	RENVILLE	1517940	RENVILLE CENEX C-STORE	612 E PARK AVE	56284	320-329-3411	FARMERS COOP OIL CO. OF RENVILLE
MN	RICHMOND	1521006	JACKS OF RICHMOND	30 4TH STREET SW	56368	320-597-2173	JACKS OF WATKINS INC
MN	ROLLINGSTONE	1327112	ROLLINGSTONE MINI-MART	555 W HWY 248	55969	507-689-4484	MOUA YANG, INC.
MN	ROSEAU	775540	HOLIDAY STATIONSTORE #193 ROSEAU	503 3RD ST NW	56751-0156	218-463-1496	HOLIDAY STATIONSTORES, INC.
MN	SAINT BONIFACIUS	1519592	HOLIDAY STATIONSTORE #260	8720 STATE HWY 7	55375	952-446-9125	HOLIDAY STATIONSTORES, INC.
MN	SAINT CLOUD	941449	CENEX CONVENIENCE STORE #18	1030 33RD ST S	56301	320-240-7990	FEDERATED COOPS INC
MN	SILVER LAKE	1520302	CORNER MARKET	916 HWY 7	55381	320-327-2500	HUTCHINSON CO-OP

MN	SQUAW LAKE	1517058	MAX MINI STORE	50758 STATE HIGHWAY 46	56681	218-659-4235	MAX MINI STORE, INC
MN	THIEF RIVER FALLS	448423	PENNINGTON SQUARE	100 PENNINGTON AVE	56701	218-681-4552	PENNINGTON SQUARE
MN	THIEF RIVER FALLS	929501	PENNINGTON MAIN	220 S MAIN	56701-0000	218-681-8888	PENNINGTON SQUARE
MN	VERGAS	1518779	VERGAS 66	121 LINDEN ST	56587	218-342-3663	OLSON OIL CO
MN	WABASHA	1518260	RIVER CROSSING BP	825 PEMBROKE AVE S	55981-1334	651-565-2324	RIVER CROSSING ENTERPRISES, INC.
MN	WADENA	1520244	WADENA BP	5 S ASH STREET	56482	218-631-1434	ORTON MOTOR INC
MN	WALKER	775538	HOLIDAY STATIONSTORE #191 WALKER	712 MINNESOTA AVENUE WEST	56484-0638	218-547-3009	HOLIDAY STATIONSTORES, INC.
MN	WALKER	1520029	ORTONS Y MART BP	6854 Y FRONTAGE RD NW	56484-2123	218-547-1334	ORTON MOTOR INC
MN	WARREN	1287747	CENEX C-STORE	125 E JOHNSON	56762	218-745-5971	CHS, INC.
MN	WARROAD	775552	HOLIDAY STATIONSTORE #235 WARROAD	203 N STATE	56763-0578	218-386-3409	HOLIDAY STATIONSTORES, INC.
MN	WATERVILLE	19206	PHIL MART	437 MAIN ST E	56096	507-362-4848	WATERVILLE OIL & GAS CO
MN	WATKINS	799885	JACKS OF WATKINS INC	241 VETERANS DRIVE	55389	320-764-5345	JACKS OF WATKINS INC
MN	WHEATON	1101367	HOMER'S ONE STOP MINI MART	13 5TH STREET NORTH	56296-0000	320-563-8300	HOMER'S OF WHEATON INC.
MN	WILLMAR	775413	SUNRAY EXPRESS	3001 1ST AVE NW	56201-0000	320-214-0480	COYOTE COMMERCIAL VENTURES, INC
MN	WILLMAR	1520631	CENTRAL LAKES PLAZA	2550 E HWY 12	56201	320-214-7813	CENTRAL COUNTIES COOPERATIVE
MN	WORTHINGTON	946267	WORTHINGTON TRAVEL PLAZA	2411 HWY 60 NE	56187-2079	507-376-4848	I-90 FUEL SERVICES, INC.
MO	BLOOMFIELD	1516145	C-MART	S 405 25 HWY	63825	573-568-4507	CHRISMAN LP GAS
MO	BOWLING GREEN	1520336	AYERCO #35	18099 HWY 161 NORTH	63334	573-324-3006	AYERS OIL CO
MO	CANTON	1520909	AYERCO #32	1700 OAK STREET	63435	573-288-0378	AYERS OIL CO
MO	CAPE GIRARDEAU	1323192	RHODES 101 #195	1126 NORTH SPRIGG	63701	573-334-3468	PAJCO INC. DBA RHODES 101 STOP
MO	CAPE GIRARDEAU	1516221	RHODES 101 #170	1624 NORTH KINGS HIGHWAY	63701	573-334-6070	PAJCO INC. DBA RHODES 101 STOP
MO	CHAFFEE	969865	RHODES 101 #220	12124 STATE HWY. 77	63740	573-887-3711	PAJCO INC. DBA RHODES 101 STOP
MO	DEXTER	1382161	RHODES 101 #275	905 BUSINESS HWY 60 W	63841	573-624-5708	PAJCO INC. DBA RHODES 101 STOP
MO	FORDLAND	1521127	STOP N' GO	262 E MAIN STREET	65652-7418	417-929-1736	JDG FUEL MARTS LLC
MO	FRUITLAND	1269991	RHODES 101 #160	5040 HWY 61 N	63755	573-243-7444	PAJCO INC. DBA RHODES 101 STOP
MO	GARDEN CITY	1520390	DOMINATOR	29505 OLD HWY 7	64747	816-773-6266	SAMSON PETROLEUM LLC
MO	HANNIBAL	1520335	AYERCO #22	1208 MARK TWAIN AVE	63401	573-221-5292	AYERS OIL CO
MO	HUMANSVILLE	1519152	C-STORE OPERATIONS SOUTH #104	301 W TILDEN ST	65674	417-754-2239	BAA FOODS LLC
MO	JACKSON	1516690	RHODES 101 #155	4638 STATE HIGHWAY 72	63755-7323	573-243-3442	PAJCO INC. DBA RHODES 101 STOP
MO	KAHOKA	1520337	AYERCO #21	442 S JOHNSON STREET	63445	660-727-3613	AYERS OIL CO
MO	MALDEN	1516220	RHODES 101 #265	914 N DOUGLASS ST	63863	573-276-4902	PAJCO INC. DBA RHODES 101 STOP
MO	MINERAL POINT	1520719	B & M QUICKSTOP LLC	13348 E STATE HWY 8	63660	573-438-4052	B & M QUICKSTOP LLC
MO	MOSCOW MILLS	1521176	MOSCOW CROSSING / VP FUEL	125 JOHN DEERE LN	63362-1040	636-356-4444	GMG ENTERPRISES LLC
MO	PERRYVILLE	20883104	RHODES 101 #350	1314 N PERRYVILLE BLVD	63775-1265	573-547-7777	PAJCO INC. DBA RHODES 101 STOP
MO	SAINTE GENEVIEVE	1520652	RHODES 101 STOP CONVENIENCE STORE	598 SAINTE GENEVIEVE BLVD	63670	573-883-5306	PAJCO INC. DBA RHODES 101 STOP
MO	SCOTT CITY	813392	RHODES 101 #210	2116 MAIN ST	63780	573-264-2376	PAJCO INC. DBA RHODES 101 STOP
MO	SHELBINA	1521190	AYERCO #36	301 N CENTER ST	63468-1119	573-588-2094	AYERS OIL CO
MO	SIKESTON	1279036	RHODES 101 #250	535 NORTH MAIN STREET	63801	573-481-0959	PAJCO INC. DBA RHODES 101 STOP
MO	VAN BUREN	1520767	SMALLEY'S CONVENIENCE	705 MAIN STREET	63965	573-323-8245	M & R DAZEY INC.
MO	WAPPAPELLO	1327013	RHODES 101 #270	HWY D & PEOPLES CREEK	63966	573-222-7132	PAJCO INC. DBA RHODES 101 STOP
MO	WAYNESVILLE	1520688	INTERSTATE FOOD MART	26075 Hwy 17	65583	573-774-2973	LMC CONVENIENCE STORE LLC
MO	WAYNESVILLE	1520848	LMC CONVENIENCE	1302 HISTORIC ROUTE 66 W	65583	0573-774-2300	LMC CONVENIENCE STORE LLC
MO	WENTZVILLE	1515910	ON THE RUN 1619	42 W HIGHWAY N	63385-5302	636-332-1164	WALLIS OIL COMPANY
MS	BASSFIELD	1520821	FARM DEPOT	347 GEN ROBERT E BLOUNT DR	39421	601-943-5242	COURTNEY'S FARM DEPOT LLC
MS	BELDEN	776531	SPRINT MART #37	3001 MCCULLOUGH BLVD	38826-0000	662-269-6869	VICTORY MKTNG LLC
MS	CARTHAGE	1520837	GOCO'S #308	3111 HWY 16 EAST	39051	601-654-2282	GOC LTD
MS	COLLINSVILLE	1382351	XPRESS LANE	9111 HWY 19 N	39325	601-626-7305	CEFCO CONVENIENCE STORES
MS	COLUMBIA	1521245	COLUMBIA SHELL	626 HWY 98 E	39429-3604	601-736-8420	FLEET MORRIS PETROLEUM INC.
MS	COLUMBUS	1516018	SPRINT MART #4138	2021 MILITARY RD	39701	662-368-1133	VICTORY MKTNG LLC

MS	DURANT	1518984	GAS MART #107	31290 HWY 12 W	39063	662-653-6894	SAYLE OIL CO INC
MS	FOREST	1515231	XPRESS LANE #204	1550 HWY 35 S	39074	601-469-3366	WEBAN ENTERPRISES
MS	HEIDELBERG	949961	STUCKEY'S EXPRESS	2904 HWY 528	39439	601-787-4272	DONCO INC
MS	MERIDIAN	969449	CITGO TIGER MART #1	1900 HWY 19 N	39307	601-693-2312	URVASHI, INC.
MS	MERIDIAN	1287486	HAMPTON SHELL	1020 HWY 39 N	39301	601-483-6373	D & D INC
MS	MERIDIAN	1326204	NORTH HILLS SHELL	2435 NORTH HILLS ST	39305	601-483-5541	D & D INC
MS	MERIDIAN	1520983	RUSSELL SHELL #21	2239 RUSSEL MOUNT GILEAD RD	39301	601-692-9996	BURNS & BURNS INC
MS	NEW ALBANY	1520553	NEW ALBANY EXPRESS INC.	239 HWY 30 W	38652	662-534-3728	NEW ALBANY EXPRESS INC.
MS	SAUCIER	1520580	67 CHEVRON	13188 E WORTHHAM RD	39574	228-357-5663	URVASHI, INC.
MS	SEBASTOPOL	1520732	21 QUICK STOP	1125 HWY 21 S	39359	601-625-9998	GAMIL ALSAIDI dba 21 QUICK STOP
MS	STARKVILLE	1286264	SPRINT MART #4134	1125 HWY 82 E	39759	662-323-0404	VICTORY MKTNG LLC
MS	TUPELO	1160622	SPRINT MART #43	1930 BRIAR RIDGE RD	38801	662-269-6681	VICTORY MKTNG LLC
MS	WAYNESBORO	1520946	BUDDY'S FOOD AND FUEL	4967 HWY 84	39367	601-735-5725	BUDDY'S FOOD AND FUEL LLC
MT	ARLEE	1518865	WILSON FOODS INC.	92345 US HWY 93	59821	406-726-7777	WILSON FOODS INC.
MT	BLACK EAGLE	1520276	MOUNTAIN VIEW COOP	1000 SMELTER AVE NE	59414	406-453-2435	MOUNTAIN VIEW COOP
MT	BUTTE	932797	LISACS TRI STOP	2544 HARRISON AVE	59701	406-782-9359	LISACS TRI STOP
MT	CHESTER	1519414	CHESTER SUPERMART	1498 US HIGHWAY 2	59522	406-759-5538	MPR INC. dba CHESTER SUPERMART
MT	CHOTEAU	1518991	MAIN STREET EXPRESS	222 N MAIN STREET	59422	406-466-5863	MAIN STREET EXPRESS LLP
MT	COLUMBIA FALLS	1520156	MIKES CONOCO	1645 9TH STREET	59912	406-892-2269	MIKES OF COLUMBIA FALLS INC.
MT	CONRAD	1519348	MOUNTAIN VIEW COOP (CONRAD)	19 S MAIN ST	59425	406-278-5524	MOUNTAIN VIEW COOP
MT	DEER LODGE	1516225	I-90 AUTO TRUCK PLAZA	1220 N MAIN STREET	59722	406-846-3969	FICKLER OIL COMPANY INC
MT	DILLON	969309	ROCKY MOUNTAIN SUPPLY	700 N MONTANA	59725	406-683-2308	ROCKY MOUNTAIN SUPPLY
MT	EAST HELENA	1519011	CANYON FERRY MINI BASKET	3012 CANYON FERRY RD	59635	406-227-8506	BIG SKY FOOD AND FUEL, INC.
MT	EUREKA	1516413	RANCH HAND, INC	1000 HWY. 93 N.	59917	406-297-2794	RANCH HAND, INC
MT	FAIRFIELD	1520689	MOUNTAIN VIEW COOP - FAIRFIELD	306 CENTRAL AVE	59436	406-467-3232	MOUNTAIN VIEW COOP
MT	FRENCHTOWN	839650	TABISH BROTHERS DISTRIBUTORS, INC.	16875 BECKWITH	59834-0678	406-626-5277	TABISH BROTHERS DISTRIBUTORS, INC.
MT	GREAT FALLS	1520454	EMERALD CITY CASINO -10TH	2517 10TH AVE S	59404	406-452-4311	TROHN VENDING LLC
MT	GREAT FALLS	1521240	MO'S SUB COMPANY	426 CENTRAL AVE	59401	406-866-0616	MO'S SUB COMPANY
MT	HAMILTON	1162591	LONE PINE	504 HWY. 93 S.	59840	406-375-0656	LONE PINE
MT	HAMILTON	1514320	RIVERSIDE C-STORE	1987 N 1ST	59840	406-375-0687	RIVERSIDE C-STORE
MT	HARLEM	969383	E Z MART	42485 US HIGHWAY 2	59526-0249	406-353-2335	FLATLAND INC
MT	HARLOWTON	1520112	ENGINEERS DEPOT	102 2ND ST NE	59036	406-632-4630	SET FIVE LLC
MT	KALISPELL	1514505	WHITE OAK C-MART	4810 HWY. 93 S.	59901	406-857-2344	MIKES OF COLUMBIA FALLS INC.
MT	KALISPELL	1517137	BRIAN'S 76	2075 HWY 2 E	59903	406-755-7496	BRIAN'S INC.
MT	KALISPELL	1520069	BRIAN'S CONOCO	1319 S MAIN	59901	406-752-7339	BRIAN'S INC.
MT	LINCOLN	1519454	MOUNTAIN VIEW COOP (LINCOLN)#201	525 MAIN STREET	59639	406-362-3093	MOUNTAIN VIEW COOP
MT	LOLO	1110508	TABISH BROTHERS DISTRIBUTORS, INC.	12011 HIGHWAY 93 S	59847	406-273-3800	TABISH BROTHERS DISTRIBUTORS, INC.
MT	MANHATTAN	1519713	THRIFTWAY SUPER STOP	404 SOUTH BROADWAY	59741	406-284-3343	SUTEY OIL CO.
MT	MISSOULA	1519609	ZOO TOWN SUPER STOP	2105 S HIGGINS	59801	406-721-8827	TABISH BROTHERS DISTRIBUTORS, INC.
MT	RED LODGE	1520904	CENEX ZIP TRIP #74	902 N BROADWAY AVE	59068	406-446-0338	CHS, INC.
MT	SAINT IGNATIUS	1519521	MOUNTAIN VIEW CENEX	240 MOUNTAIN VIEW	59865	406-745-3634	MOUNTAIN VIEW CENEX
MT	SEELEY LAKE	892514	ROVERO'S	3182 HWY 83	59868-0630	406-677-3588	TABISH BROTHERS DISTRIBUTORS, INC.
MT	SIDNEY	1066838	SUPER PUMPER #23	902 S CENTRAL AVE	59270-5216	406-482-3616	SUPERPUMPER INC
MT	THREE FORKS	1519393	THRIFTWAY SUPER STOP	5 N MAIN STREET	59752	406-285-3710	SUTEY OIL CO.
MT	ULM	1280200	MOUNTAIN VIEW COOP (ULM)	#2 MILLEGAN RD	59485-0349	406-866-2030	MOUNTAIN VIEW COOP
NC	AHOSKIE	969939	DUCK THRU #12	800 N ACADEMY ST	27910	252-332-4634	DUCK THRU
NC	AHOSKIE	1322217	DUCK THRU #3	401 NC 561 WEST	27910	252-332-2221	DUCK THRU
NC	ALBEMARLE	1108594	QUIK CHEK #18	613 W MAIN ST	28001	704-983-2270	UNITED FUELS LLC
NC	BISCOE	969772	QUIK CHEK #3	511 EAST MAIN STREET	27209-0000	910-428-1327	UNITED FUELS LLC

NC	CAMDEN	1249380	DUCK THRU #16	103 HWY 158	27921	252-335-9155	DUCK THRU
NC	CHARLOTTE	1284522	QUICK N EZ #13	1323 LASALLE ST	28216	704-394-5200	QUICK N EZ FOOD MARTS
NC	ELIZABETH CITY	1519574	DUCK THRU #34	1052 US 158	27906	252-771-6501	DUCK THRU
NC	GATESVILLE	1520105	DUCK THRU FOOD STORE #43	107 MAIN STREET	27938	252-357-2227	DUCK THRU
NC	HAMILTON	1521110	DUCK THRU FOOD STORE #53	400 S FRONT STREET	27840	TBD	DUCK THRU
NC	HENDERSON	1520751	HENDERSON PIT STOP	1205 W ANDREWS AVE	27536	252-431-0698	HENDERSON PIT STOP INC.
NC	HOBBSVILLE	1520929	DUCK THRU #52	1323 NC HWY 32 S	27946	252-465-2543	DUCK THRU
NC	LEWISTON	1518320	DUCK THRU #26	208 E CHURCH ST	27849	252-348-2555	DUCK THRU
NC	LIBERTY	894184	QUIK CHEK #47	402 WEST SWANNANOA	27298	336-622-4032	UNITED FUELS LLC
NC	MORRISVILLE	951311	MORRISVILLE COMMONS MOBILE	9825A CHAPEL HILL RD	27560-9396	919-462-0973	MORRISVILLE COMMONS MOBILE
NC	MURFREESBORO	1520675	DUCK THRU FOOD STORE #1	602 W MAIN STREET	27855	252-398-5831	DUCK THRU
NC	OAKBORO	813387	QUIK CHEK #20	713 MAIN STREET	28129-0277	704-485-8651	UNITED FUELS LLC
NC	PEMBROKE	1287954	NIC'S PIC KWIK	980 NC HWY 710 N	28372-9295	910-522-1408	NIC'S PIC KWIK INC
NC	PLYMOUTH	1520617	DUCK THRU FOOD STORE #49	22 US HWY 64 EAST	27962	252-793-5884	DUCK THRU
NC	RED OAK	804057	GRIFFINS	8376 RED OAK BVLD	27868-0288	252-937-7617	GRIFFINS FOOD STORES INC
NC	RICH SQUARE	1519226	DUCK THRU #7	117 NORTH MAIN STREET	27869	252-539-2155	DUCK THRU
NC	ROBBINS	1326084	QUIK CHEK #49	100 WEST NC 705	27325	910-948-4561	UNITED FUELS LLC
NC	SEAGROVE	1252924	QUIK CHEK #26	408 BROAD STREET	27341	336-873-7062	UNITED FUELS LLC
NC	STOKES	1521001	COUNTRY MART #2	2630 N 903 N	27884	252-752-7457	S-MART OF PITT COUNTY LLC
NC	TROY	776499	QUIK CHEK #9	530 NORTH MAIN STREET	27371-0000	910-576-1747	UNITED FUELS LLC
NC	WANCHESE	1520185	DUCK THRU FOOD STORE #45	2991 HWY 345 SOUTH	27981	252-305-8735	DUCK THRU
NC	WINDSOR	1517656	DUCK THRU #21	125 US 13-17 S	27983	252-794-3378	DUCK THRU
NC	WINTON	1515956	DUCK THRU #18	100 S MAIN ST	27986	252-358-4588	DUCK THRU
ND	ALEXANDER	1520050	THE WILD BISON TRAVEL CENTER	14256 HWY 85 N	58831-8800	701-828-3352	TA OPERATING LLC
ND	BEACH	1158802	INTERSTATE CENEX	90 - 1ST STREET NORTHEAST	58621-0121	701-872-3190	INTERSTATE CENEX
ND	BELCOURT	628517	LA DOTS	1010 HOSPITAL ROAD NE	58316	701-477-6169	LA DOTS INC.
ND	BELFIELD	1519219	SUPERPUMPER #22	804 HWY 85 N	58622	701-575-4216	SUPERPUMPER INC
ND	BERTHOLD	1101388	CENEX CONVENIENCE STORE	28101 HWY 2 W	58718	701-453-3645	CENEX CONVENIENCE STORE
ND	BEULAH	812943	CENEX FARMERS UNION OIL CO	1600 HWY 49 N	58523-0000	701-873-4363	CENEX FARMERS UNION OIL CO
ND	BISMARCK	776204	TRI-ENERGY-CENTENNIAL	2520 CENTENNIAL RD	58501	701-255-3810	TRI-ENERGY COOPERATIVE
ND	BISMARCK	1322448	TRI-ENERGY-DIVIDE	1160 W DIVIDE AVE	58501	701-258-0266	TRI-ENERGY COOPERATIVE
ND	BISMARCK	1519738	PETRO SERVE USA #77	1120 EAST DIVIDE AVE	58501	701-223-1949	PETRO SERVE USA
ND	BOTTINEAU	776202	CENEX FARMERS UNION OIL CO	207 W 11TH ST	58318	701-228-5972	FARMERS UNION OIL COMPANY
ND	BOWBELLS	1521102	FARMERS UNION OIL	119 MAIN STREET	58721	701-377-2825	FARMERS UNION OIL CO
ND	BOWMAN	457377	CENEX FARMERS UNION OIL CO	13 1ST AVE NW	58623	701-523-3268	FARMERS UNION OIL CO
ND	BURLINGTON	1520275	FARMERS UNION OIL OF BURLINGTON	145 JOHNSON STREET	58722	701-852-5661	CENEX CONVENIENCE STORE
ND	CARPIO	1520661	CARPIO CENEX	27585 HWY 52 N	58725	701-468-5434	CENEX CONVENIENCE STORE
ND	CASSELTON	1519327	PETRO SERVE USA #65	102 LANGER AVE S	58012	701-347-4416	PETRO SERVE USA
ND	CAVALIER	130790	BJORNSON OIL CO	205 DIVISON STREET	58220-0250	701-265-8814	BJORNSON OIL CO
ND	CENTER	130758	CORNER EXPRESS	302 HWY 25 E	58530	701-794-3737	CORNER EXPRESS
ND	CROSBY	823787	CROSBY SELF SERVE	10 1ST AVE NW	58730-0000	701-965-6274	J AND S LLC
ND	DEVILS LAKE	1518396	BJORNSONS SHELL	603 HWY 2 E	58301	701-662-6600	BJORNSON OIL CO
ND	DEVILS LAKE	1519221	SUPERPUMPER #17	1023 COLLEGE DR N	58301	701-662-4658	SUPERPUMPER INC
ND	DEVILS LAKE	1519864	FARMERS UNION OIL CO - WEST	600 W HWY 2 WEST	58301	701-662-3555	CENEX FARMERS UNION OIL CO
ND	DEVILS LAKE	1520712	FARMERS UNION OIL CO OF DEVILS LAKE	1803 HWY 2 EAST	58301	701-662-4014	CENEX FARMERS UNION OIL CO
ND	DRAYTON	97824	CENEX CONVENIENCE STORE	1104 NORTH MAIN STREET	58225-0099	701-454-6277	CHS, INC.
ND	DUNSEITH	948689	CENEX CONVENIENCE STORE	2988 HWY 281	58329	701-244-9765	NORTH CENTRAL GRAIN COOPERATIVE
ND	EDGELEY	1514639	ALLIED ENERGY, INC.	109 INDUSTRIAL PARK	58433	701-493-2211	ALLIED ENERGY, INC.
ND	ENDERLIN	1519967	CITY VIEW FUELS	13635 54TH STREET SE	58027-9553	701-437-3835	CITY VIEW FUELS LLC

ND	FARGO	1372154	PETRO SERVE USA #85	3820 12TH AVE N # A	58102	701-281-2155	PETRO SERVE USA
ND	FARGO	1381961	PETRO SERVE USA #80	4440 9TH AVE SW	58103-2014	701-282-9700	PETRO SERVE USA
ND	FARGO	1518833	PETRO SERVE USA #84	2110 S UNIVERSITY	58103	701-293-2090	PETRO SERVE USA
ND	FARGO	1519739	PETRO SERVE USA #83	1340 34TH ST SW	58103	701-237-0743	PETRO SERVE USA
ND	FARGO	1519740	PETRO SERVE USA #88	205 NP AVE	58102	701-461-7297	PETRO SERVE USA
ND	FARGO	1519895	PETRO SERVE USA #86	2903 MAIN AVE	58102	701-232-7511	PETRO SERVE USA
ND	FARGO	1520779	DON'S CONVENIENCE CENTER AND	2500 52ND AVE S	58104	701-478-3667	DON'S CAR WASHES INC.
ND	FESSENDEN	1519056	FARMERS UNION OIL	230 HWY 15	58438	701-547-3793	FARMERS UNION OIL
ND	FORMAN	130149	FORMAN MARKET	328 MAIN STREET	58032-0134	701-724-3251	FORMAN MARKET INC.
ND	FORT YATES	1520726	WHITE BUFFALO FOODS	112 YATES STREET	58538	701-854-3423	WHITE BUFFALO FOODS INC.
ND	GARRISON	966434	CENEX CONVENIENCE STORE	209 4TH AVE SW	58540-0000	701-463-2119	FARMERS UNION OIL CO
ND	GLEN ULLIN	472619	CENEX CONVENIENCE STORE	6490 HWY 49	58631-0635	701-348-3101	CENEX CONVENIENCE STORE
ND	GRAFTON	969252	PETRO SERVE USA #68	611 W 12TH	58237	701-352-0337	PETRO SERVE USA
ND	GRAND FORKS	1521193	VALLEY DAIRY #203	1220 UNIVERSITY AVE	58203-3457	701-746-8859	PETRO SERVE USA
ND	GRAND FORKS	1521196	VALLEY DAIRY #206	307 1ST AVE SOUTH	58201	701-746-8857	PETRO SERVE USA
ND	GRAND FORKS	1521197	VALLEY DAIRY #207	1125 S 42ND ST	58201-3924	701-746-1564	PETRO SERVE USA
ND	GRAND FORKS	1521198	VALLEY DAIRY #208	1149 36TH AVE	58201	701-780-9908	PETRO SERVE USA
ND	GRAND FORKS	1521200	VALLEY DAIRY #201	4701 S WASHINGTON ST	58201-8021	701-757-1057	PETRO SERVE USA
ND	HANKINSON	1518375	J. STARR OIL LLC	17050 SE I29 HWY 11	58041	701-242-7014	J. STARR OIL LLC
ND	HARVEY	1519027	ONE STOP	120 E 10TH ST	58341	701-324-2788	FARMERS UNION OIL
ND	HATTON	1518707	HATTON AMPRIDE	1604 HWY 18 N.E.	58240	701-543-4000	HATTON COOP OIL CO
ND	HAZEN	467091	D'ANDREAS	34 EAST MAIN	58545-0678	701-748-2332	D'ANDREAS
ND	HETTINGER	130815	CENTRAL DAKOTA FRONTIER COOPERATIVE	212 ADAMS AVE	58639-7011	701-567-4344	CENTRAL DAKOTA FRONTIER COOPERATIVE
ND	HILLSBORO	1520077	AGRI-VALLEY	105 6TH STREET	58045	701-436-5126	CHS, INC.
ND	JAMESTOWN	1514417	SUPERPUMPER #26	2315 HWY 281 S	58402	701-252-4732	SUPERPUMPER INC
ND	JAMESTOWN	1520017	CENEX	920 4TH AVENUE SE	58401	701-251-2066	FARMERS UNION OIL CO. OF JAMESTOWN
ND	KENMARE	776284	CENEX CONVENIENCE STORE	43800 HWY 52 N	58746-0726	701-385-4222	FARMERS UNION OIL CO
ND	KINDRED	713792	EXPRESS LANE	220 1ST AVE S	58051	701-428-3069	NEW BEGINNING INVESTMENTS INC
ND	LAKOTA	896044	CENEX CONVENIENCE STORE	130 4TH AE SE	58344	701-247-2842	CENEX FARMERS UNION OIL CO
ND	LANGDON	1519218	SUPERPUMPER #9	108 9TH AVE	58249	701-256-2223	SUPERPUMPER INC
ND	LEEDS	1519693	CENEX C-STORE	5501 HWY 2	58346	701-466-2462	CENEX RUGBY DBA ENVISION
ND	LINCOLN	1519277	TRI-ENERGY-LINCOLN	5200 LINCOLN RD	58504-9110	701-258-1212	TRI-ENERGY COOPERATIVE
ND	MANDAN	1514729	FREEWAY 147 TRAVEL CENTER	3825 BUSINESS LOOP I94	58554	701-663-6922	FREEWAY 147 TRAVEL CENTER
ND	MANDAN	1519682	PETRO SERVE USA #78	309 6TH AVE SE	58554-4467	701-667-2153	PETRO SERVE USA
ND	MANDAN	1519735	PETRO SERVE USA #79	1300 E MAIN ST	58554	701-663-6985	PETRO SERVE USA
ND	MANDAREE	1520308	MANDAREE ONE STOP	101 4TH AVE NE	58757	701-759-3609	WEST SEGMENT DEVELOPMENT CORP
ND	MILNOR	1519743	BISON C-STORE	14104 HWY 13	58060-9789	701-427-5276	BISON C-STORE LLC
ND	MINOT	776081	XPRESS MART #26	725 27TH ST SE	58701-5167	701-852-5722	ENERBASE
ND	MINOT	1519216	SUPERPUMPER #21	2005 N BROADWAY	58703-1006	701-852-0086	SUPERPUMPER INC
ND	MINOT	1519220	SUPERPUMPER DAWN TO DUSK #32	7141 HWY 2 E	58701-9389	701-852-0094	SUPERPUMPER INC
ND	MINOT	1519874	ENERBASE SE LOCATION #30	205 20TH AVE SE	58701-6642	701-838-0586	ENERBASE
ND	MINOT	1520153	ENERBASE CORNER EXPRESS	3630 S BROADWAY	58701-7538	701-837-9163	ENERBASE
ND	MINOT	1520339	ENERBASE #36	4750 HWY 83 NORTH	58703	701-852-2501	ENERBASE
ND	MOHALL	1520975	FARMERS UNION OIL	803 HWY 5 E	58761	701-756-6814	FARMERS UNION OIL CO.
ND	NEW SALEM	776188	RUD OIL CO	1310 N 8TH ST.	58563-0000	701-843-7508	RUD OIL CO
ND	NEW TOWN	1519910	EAGLE LANDING	202 FRONTAGE RD	58763-9405	701-627-4396	FOUR BEARS CASINO & LODGE
ND	OAKES	1521063	THE BAKERY SHOPPE	504 MAIN AVE	58474	701-412-5175	110 OAK LLC
ND	PARK RIVER	1520734	NORTH STAR COOP	701 PARK STREET	58270	701-284-7161	NORTH STAR COOP
ND	PARSHALL	1286526	PARSHALL CENEX	3798 72ND AVE NW	58770	701-862-3136	UNITED QUALITY COOPERATIVE

ND	PLAZA	1520061	FARMERS UNION OIL CO.	4165 64TH AVE NW	58771	701-497-3703	FARMERS UNION OIL CO. OF PLAZA
ND	PLAZA	1520113	PLAZA MAKOTI C-STORE	33800 HWY 23	58771	701-726-5711	FARMERS UNION OIL CO. OF PLAZA
ND	PORTAL	1520718	GASTRAK OF PORTAL #258	107 RAILWAY AVE	58772	701-926-4991	GASTRAK OF NORTH DAKOTA, LLC
ND	POWERS LAKE	1056829	CENEX CONVENIENCE STORE	9045 HWY 50	58773-0000	701-464-5416	FARMERS UNION OIL CO
ND	RICHARDTON	1515970	FARMERS UNION OIL	3721 HIGHWAY 8 SOUTH	58652	701-974-2365	FARMERS UNION OIL
ND	RUGBY	961923	CENEX FARMERS UNION OIL CO	401 HWY 2 SW	58368	701-776-6220	CENEX RUGBY DBA ENVISION
ND	TOWNER	776198	CENEX CONVENIENCE STORE	801 S MAIN	58788-0000	701-537-5457	CENEX RUGBY DBA ENVISION
ND	VALLEY CITY	1521205	PETRO SERVE USA #71	1020 8TH AVE SW	58072	701-845-5808	PETRO SERVE USA
ND	WASHBURN	35576	ENERBASE #85	MAIN STREET & 6TH AVENUE	58577-0128	701-462-3212	ENERBASE
ND	WATFORD CITY	544055	FARMERS UNION OIL CO	501 6TH AVE SE	58854	701-444-3639	FARMERS UNION OIL CO
ND	WEST FARGO	1520137	PETRO SERVE USA #60	239 WEST MAIN AVE	58078	701-281-9540	PETRO SERVE USA
ND	WEST FARGO	1520691	PETRO SERVE USA #63	1021 W MAIN AVE	58078	701-281-9180	PETRO SERVE USA
ND	WHITE SHIELD	1521032	NISHU STORE	10A SESAME FRONTAGE RD	58540-6008	701-743-4022	FOUR BEARS CASINO & LODGE
ND	WILLISTON	1519413	WESTSIDE FUEL, INC.	3117 2ND ST W	58801-6907	701-774-1810	WESTSIDE FUEL, INC.
ND	WILLISTON	1520300	HOLIDAY STATIONSTORE #433	118 CHANDLER BLVD S	58801-2983	701-572-8830	HOLIDAY STATIONSTORES, INC.
ND	WILLISTON	1520939	HOLIDAY STATIONSTORE #446	113 58TH STREET W	58801	701-774-2682	HOLIDAY STATIONSTORES, INC.
ND	WILTON	843992	CENEX FARMERS UNION OIL CO	615 MINNIE AVE	58579-0126	701-734-6614	CENEX FARMERS UNION OIL CO
NE	AINSWORTH	1517201	ROADRUNNER AINSWORTH	822 E 4TH STREET	69210	402-387-1992	SANDHILLS M.E., INC.
NE	ALLIANCE	1057633	KC'S SHORT STOP	2420 BOX BUTTE AVE	69301-0000	308-762-1500	WESTERN COOPERATIVE CO.
NE	ARAPAHOE	1516475	EAGLE #14	651 CHESTNUT ST	68922	308-962-8480	COLORADO RETAIL VENTURES SRVCS LLC
NE	ATKINSON	1518057	ROADRUNNER ATKINSON	206 S HYDE ST	68713-5097	402-925-2465	SANDHILLS M.E., INC.
NE	AUBURN	1519876	SHELL SPEEDEE MART	802 J STREET	68305	402-274-5228	MAYBERRY INC
NE	AXTELL	1517165	KAT'S KORNER MARKET	102 W 3RD ST	68924	308-743-2434	KAT'S KORNER MARKET
NE	BELLEVUE	1517724	SUPER STORE	7613 S 36TH ST	68147	402-733-3541	S.I.P. LLC
NE	BROKEN BOW	1518215	TROTTER'S WHOA & GO III	608 S E ST	68822	308-872-3441	LOUP CITY PROPANE & EQUIPMENT INC
NE	COLUMBUS	1521133	OFF CAMPUS	3208 42ND STREET	68601	402-843-0366	OFF CAMPUS INC.
NE	CREIGHTON	775655	C-MART	910 MAIN	68729	402-358-3711	CHRISSY & CHAD HORSTMANN dba C-MART
NE	CULBERTSON	1516663	MENTZER CULBERTSON #7	37394 US HWY 34	69024	308-278-2101	MENTZER I-80 SOUTH, LLC dba
NE	CURTIS	130930	CENEX -AG VALLEY-CURTIS	202 W 2ND ST	69025-0147	308-367-4266	AMPRIDE AG VALLEY
NE	DAVID CITY	130318	STOP INN PACKAGE LIQUOR	1510 N 4TH ST	68632	402-367-3923	STOP INN PACKAGE LIQUOR
NE	DESHLER	1519903	C STOP	101 1ST STREET	68340-1802	402-365-7200	C & M SUPPLY INC
NE	ELGIN	1520684	ELGIN ONE STOP & SLEEPIN INN	501 N 2ND STREET	68636	402-843-2100	KNBB ENTERPRISE LLC
NE	ELGIN	1520685	COFFEEHOUSE CAFE	510 N 2ND STREET	68636	402-843-2333	KNBB ENTERPRISE LLC
NE	GERING	1519571	CYCLONE EXPRESS MART	2648 N 10TH ST	69341	308-630-0999	TJR MARKETING INC.
NE	GRAND ISLAND	1520010	PUMPERS	1904 NORTH DIERS	68803	308-381-7252	CORNHUSKERS C-STORE
NE	GRAND ISLAND	1520593	THE FILLING STATION	217 E STOLLEY PK RD - STE N	68801	308-390-1289	HOLLYWOODS LLC
NE	GRETNA	1520842	SPEEDEE MART - GRETNA	431 S HWY 6	68028	402-332-5400	O'LEARY INC.
NE	HEBRON	1519861	81 EXPRESS	1375 DOVE RD	68370	402-768-2223	C & M SUPPLY INC
NE	HUBBARD	1519471	HUBBARD MINI MART	319 MAIN ST	68741	402-632-4944	K & K HUBBARD MINI MART LLC
NE	INDIANOLA	1516106	CENEX AG VALLEY CO-OP	5TH STREET & D STREET	69034	308-364-2564	AMPRIDE AG VALLEY
NE	JACKSON	1519811	JACKSON EXPRESS	400 W ELK ST	68743	402-632-4949	JACKSON EXPRESS INC
NE	KEARNEY	1520813	KEARNEY LIQUOR AMPRIDE	1107 2ND AVE	68847	308-234-2771	B & S INCORPORATED
NE	NORFOLK	1519012	SPEEDY MART #2855	1220 N 1ST ST	68701	402-371-7099	WESTERN OIL II INC
NE	NORTH PLATTE	1520583	I-80 CENEX SOUTH	3002 SOUTH JEFFERS STREET	69101	308-534-0287	MENTZER I-80 SOUTH, LLC dba
NE	NORTH PLATTE	1520619	PRAIRIE MART	747 E NORTH LAKE ROAD	69101	308-532-1922	MENTZER I-80 SOUTH, LLC dba
NE	OXFORD	1514545	AMPRIDE - AG VALLEY	202 EAST CORNWALL	68967	308-824-3850	AMPRIDE AG VALLEY
NE	PLAINVIEW	1519744	SPEEDY MART #2870	204 W PARK STREET	68769-0052	402-582-3751	WESTERN OIL II INC
NE	PRAGUE	1518451	PRAGUE QUIK STOP	614 WEST HWY AVE	68050	402-663-5123	MARTIN HALE ENTERPRISES LLC
NE	RALSTON	1517752	FOOD MART	8204 HARRISON ST	68128	402-681-6767	RALSTON MANAGEMENT GROUP LLC

NE	SCHUYLER	1520355	PARKVIEW ONE STOP	102 COLFAX STREET	68661	402-352-9960	PARKVIEW ONE STOP LLC
NE	SPENCER	1517925	KC'S ROADRUNNER	217 N THAYER	68777	402-589-1242	KC'S ROADRUNNER
NE	THEDFORD	1520864	HODGES CENEX	39319 HWY 2	69166	308-645-2226	SWIX PROPERTIES LLC
NE	VALENTINE	1498121	CONOCO STATION	203 E HWY 20	69201	402-376-2283	WESTERN OIL II INC
NE	WEEPING WATER	1518753	WEEPING WATER EXPRESS LANE	103 SOUTH EAST STREET	68463	402-267-5393	ERAA INVESTMENTS INC
NM	ALTO	1520135	CHISUM CONVENIENCE STORE	101 N SUN VALLEY ROAD	88312	575-336-4046	KENDRICK OIL CO
NM	CROWNPOINT	1514586	GIANT #246	CHACO BLVD	87313-0086	505-786-5751	WESTERN REFINING SOUTHWEST, INC.
NM	FARMINGTON	1520738	BROADWAY CONOCO	520 E BROADWAY	87401	505-327-5611	SPARTIN INVESTMENTS, LLC
NM	GALLUP	1521187	SPEEDY'S - (BLACK HAT, NM)	US-264	87301	505-371-5540	SPARTIN INVESTMENTS, LLC
NM	PINE HILL	832763	PINEHILL MARKET	R 125	87321-0000	505-775-3667	SANDIA OIL CO INC
NM	SAN JON	1515270	FAST STOP # 24	2369 STATE HWY 469	88434	575-576-9252	KENDRICK OIL CO
NM	TOHATCHI	1514922	MUSTANG #251	HWY 491 & MILE MARKER #23	87325	505-733-2308	WESTERN REFINING SOUTHWEST, INC.
NV	BEATTY	893821	REBEL #74	102 E HWY 95	89003	775-553-2227	NEVADA AK INC.
NV	WASHOE VALLEY	1521178	24 SEVEN	3205 EASTLAKE BLVD	89704-9726	775-230-2244	ARRYN INC.
OH	ALBANY	969448	MARATHON FOOD CENTER #237	5615 WASHINGTON RD	45710	740-698-4603	MASON COUNTY E COOP
OH	ARCHBOLD	1287893	MAIN STOP	1200 STRYKER STREET	43502	419-445-1665	SANEHOLTZ-MCKARNS INC
OH	CHAUNCEY	1287147	MARATHON	5 CONVERSE & MAIN ST	45719	740-797-4934	MASON COUNTY E COOP
OH	COVINGTON	1520316	MARKET FRESH FOODS	301 TROY PIKE	45318	937-473-2531	R A GAS MART LLC
OH	EDGERTON	949930	EDGERTON MAIN STOP	314 W VINE	43517	419-298-3737	SANEHOLTZ-MCKARNS INC
OH	GUYSVILLE	1285174	MARATHON	19100 US HIGHWAY 50	45735	740-662-2190	MASON COUNTY E COOP
OH	HAMDEN	1368216	HAMDEN FOOD MART #280	38321 STATE RTE 93	45634-8711	740-384-9888	MASON COUNTY E COOP
OH	LITTLE HOCKING	1198217	PAR MAR #14	STATE RTE 50 & STATE RTE 7	45742	740-989-2173	PAR MAR OIL COMPANY
OH	MARIETTA	1322856	RENO MINI MART	26960 STATE RTE 7	45750	740-373-4539	BYERS MARATHON
OH	PAULDING	1520427	STOP & SHOP EXPRESS	910 NORTH WILLIAMS STREET	45879	419-399-2289	ROCKY LLC
OH	POMEROY	1515888	ONE TWENTY FOUR MART	31637 DEAD MANS CURVE	45769	740-992-9170	MASON COUNTY E COOP
OH	SPRINGFIELD	1064447	ZIP IN	4750 S CHARLESTON PIKE	45502	937-323-3891	ZIP IN
OH	STOCKPORT	1518973	WINDSOR STORE LLC	1690 BROADWAY ST	43787	740-559-3000	BURT BUILDING COMPANY INC
OH	WEST UNITY	1322285	WEST UNITY MAIN STOP	204 E JACKSON STREET	43570	419-924-2014	SANEHOLTZ-MCKARNS INC
OK	ANADARKO	1520669	WICHITA TRAVEL PLAZA #175	32107 US HWY 281	73005	405-247-2671	WICHITA TRIBE INDUTRIAL DEV. COMM.
OK	APACHE	1176778	HOP & SACK #22	715 S COBLAKE ST	73006	580-588-2260	HOP & SACK
OK	BLAIR	1520412	BLAIR SUPERETTE	302 ZINN AVENUE	73526	580-563-9291	BLAIR SUPERETTE LLC
OK	BLANCHARD	1519684	HOP & SACK #24	22681 ST HWY 76	73010-4665	405-344-6768	HOP & SACK
OK	CACHE	1519633	HOP & SACK #3	405 W H AVE	73527	580-429-8202	HOP & SACK
OK	CHOCTAW	1519352	CHOCTAW QUICK FOOD MARKET	15050 SE 29TH STREET	73020	405-390-3323	NT LLC
OK	COMANCHE	829416	HOP & SACK #15	200 S 3RD ST	73529-0146	580-439-8881	HOP & SACK
OK	CRESCENT	1521114	EARNHEART #2	418 N GRAND AVE	73028-8832	405-969-3255	EARNHEART STATIONS LLC
OK	ELMORE CITY	461063	CASH N CARRY	100 MAIN STREET	73433	580-788-2644	CASH N CARRY
OK	FLETCHER	1519816	HOP & SACK #10	14270 HWY 277 NORTH	73541	580-549-6060	RICKY SELLERS
OK	KINGFISHER	447324	DOUBLE D'S	701 N MAIN ST	73750-2338	405-375-3161	DONNIE WARREN DBA
OK	LAVERNE	776335	FAST FILL	915 S BROADWAY	73848-0710	580-921-3302	JR ENTERPRISES INC
OK	LAWTON	1162830	HOP & SACK #19	14902 SE. LEE BLVD.	73501	580-248-9180	HOP & SACK
OK	LAWTON	1322449	HOP & SACK #12	118 NORTH EAST ROGERS LANE	73507	580-355-5222	HOP & SACK
OK	LAWTON	1514387	HOP & SACK #16	#2 SE 45TH	73501	580-357-3016	RICKY SELLERS
OK	LEXINGTON	1521059	H & T QUICK STOP	16777 156TH STREET	73051-6226	405-527-1717	SAARYM ENTERPRISE INC.
OK	MARSHALL	1521160	EARNHEART'S #1	12740 W HWY 51	73056	580-935-6665	EARNHEART STATIONS LLC
OK	MEDFORD	776274	JIFFY TRIP #317	210 E HIGHWAY 11	73759-2400	580-395-3181	HAMMER WILLIAMS CO
OK	MOUNTAIN VIEW	1066852	HOP & SACK #17	105 WEST MAIN	73062-0486	580-347-2226	HOP & SACK
OK	OKLAHOMA CITY	1519712	TOTAL EXPRESS	12121 NW EXPRESSWAY	73099	405-373-0839	TNH FUEL EXPRESS LLC
OK	OKLAHOMA CITY	1520562	CITY MART #4	924 SOUTHEAST 59TH STREET	73129	405-632-1166	ZD PETROLEUM CO.

OK	OKLAHOMA CITY	1520773	US STAR #2	7944 W HEFNER ROAD	73162	405-720-1888	US STAR INC.
OK	PANAMA	1520693	QUIK MART	400 N KENTUCKY AVE	74951	918-963-9183	GONDAL PETROLEUM INC
OK	RINGLING	1520475	SPEEDY G'S 3	31298 HWY 70	73456	580-662-2112	SPEEDY G'S CONVENIENCE STORE LLC
OK	RUSH SPRINGS	776341	HOP & SACK #2	308 S RUSH	73082-0592	580-476-2507	HOP & SACK
OK	SALLISAW	1367701	SUNSHINE STORE #16	804 W CHEROKEE ST	74955	918-775-3562	IK C-STORE INC dba SUNSHINE STORE
OK	SAYRE	1514491	TOSHS SHELL	I-40 @ HWY 152 EXIT #23	73662	580-928-3693	TOSHS SHELL LLC
OK	SEILING	1322443	JIFFY TRIP	217 SOUTH MAIN	73663-0656	580-922-4870	HAMMER WILLIAMS CO
OK	SNYDER	1520721	SNYDER MART	503 13TH STREET	73566	580-569-4108	SNYDER MART LLC
OK	SULPHUR	1519984	SNAK SHAK CENTRAL	1200 W BROADWAY	73086-4416	580-622-2019	BARNWATER DEVELOPMENT INC
OK	TUTTLE	1519709	HOP & SACK	5025 HWY 37	73089	405-381-9370	HOP & SACK
OK	VELMA	1519932	SPEEDY G'S CONVENIENCE STORE	102 PURDUE	73491	580-444-3660	SPEEDY G'S CONVENIENCE STORE LLC
OK	WESTVILLE	1518335	WESTVILLE QUICK STOP	HWY 59 & 62 JUNCTION	74965	918-723-3582	WESTVILLE QUICK STOP
OR	NYSSA	1517459	M & W MARKET	424 MAIN STREET	97913	541-372-3916	INTERMOUNTAIN FOOD STORES, INC
OR	TANGENT	1516267	CROSSROADS DELI	33685 HIGHWAY 99 EAST	97389	541-926-6323	ARS WEST / FRESNO LLC
PA	MOUNT MORRIS	1326493	BFS FOODS #370	106 GAS COMPANY RD	15349	724-324-5385	BFS FOODS INC
SC	ALLENDALE	1520600	TIGER EXPRESS #4	5009 ALLENDALE-FAIRFAX HWY	29810	803-584-0334	MIXSON INCORPORATED
SC	ANDREWS	1367649	ANDREWS CITGO	1009 W MAIN ST	29510	843-264-9699	GIRDHAR, LLC
SC	AYNOR	854606	EXXON TIGER MART #11	2841 HWY 501 E.	29511	843-358-0555	SMITH ROGERS OIL CO INC
SC	BATESBURG	1520532	CIRCLE K #3099	1694 OLD 96 INDIAN TRAIL	29006	803-657-6681	CIRCLE K STORES, INC
SC	COLUMBIA	1140194	PANTRY EXPRESS #600	1909 PERCIVAL ROAD	29223	803-736-7147	WINNSBORO PETROLEUM
SC	COLUMBIA	1514468	PANTRY EXPRESS	1004 RIVER ROAD	29212	803-781-8481	WINNSBORO PETROLEUM
SC	COLUMBIA	1519930	PANTRY EXPRESS #677	8550 FARROW RD	29203-9109	803-419-0007	WINNSBORO PETROLEUM
SC	CORDOVA	1101256	QUICK PANTRY #4	3911 BAMBERG RD	29039	803-534-6564	SHRIJEE ENTERPRISE LLC
SC	GABLE	1520805	KITE SURFING LLC	7800 MYRTLE BEACH HWY	29051	843-659-2240	KITE SURFING LLC
SC	GRANITEVILLE	1520533	CIRCLE K #3117	651 BETTIS ACADEMY ROAD	29829	803-663-6942	CIRCLE K STORES, INC
SC	GREAT FALLS	1519231	COUNTRY MART	16683 US HIGHWAY 21 NORTH	29055-9667	803-482-6859	COUNTRY MART
SC	JACKSON	1521307	CIRCLE K 2723253	19439 ATOMIC ROAD	29831	803-471-2345	CIRCLE K STORES, INC
SC	LAKE VIEW	1196728	EXXON TIGER MART #5	101 WEST 3RD AVE	29563	843-759-2431	SMITH ROGERS OIL CO INC
SC	LATTA	776545	EXXON TIGER MART #8	202 E MAIN ST	29565	843-752-4271	SMITH ROGERS OIL CO INC
SC	LONGS	1325995	EXXON TIGER MART #9	104 HIGHWAY 9 EAST	29568	843-399-2288	SMITH ROGERS OIL CO INC
SC	MONCKS CORNER	1520590	VP RACING FUEL	200 REMBERT C DENNIS BLVD	29461	843-899-3100	VEDIKAJIYA LLC
SC	SAINT STEPHEN	1195482	LEE'S QUICK STOP	3792 BYRNES AVENUE	29479-0700	843-567-5378	BALAJEE PROPERTIES, LLC
SC	UNION	1519189	SHREE GOVARDHAN LLC	1255 JONESVILLE - LOCKHART HWY	29379	864-674-1991	SHREE GOVARDHAN LLC
SC	WALTERBORO	1520174	CIRCLE C TRAVEL PLAZA	11109 AUGUSTA HWY	29488	843-538-5443	CROSBY ENTERPRISES INC.
SD	ABERDEEN	1520004	ABERDEEN PIT STOP	2323 8TH AVE NE	57401	605-225-9939	PIT STOP INC
SD	ALCESTER	1327273	TOTAL STOP FOOD, INC.	210 EAST 1ST STREET	57001	605-934-2760	ALCESTER GROCERIES INC.
SD	BALTIC	1521279	CLASSIC CORNER	200 LOVELY AVE	57003	605-529-5559	CLASSIC CORNER
SD	BELLE FOURCHE	1520555	CBH TRAVEL CENTER	18765 US HWY 85	57717	605-723-9000	CBH COOPERATIVE
SD	BERESFORD	1520211	JET TRUCK PLAZA	1501 WEST CEDAR	57004	605-763-5005	ALCESTER GROCERIES INC.
SD	BOX ELDER	1521060	FRESH START CONVENIENCE STORE	640 BOX ELDER RD W	57719	605-923-6029	FRESH START CONVENIENCE STORES, INC
SD	BRANDON	1518356	COFFEE CUP FUEL STOP #7	1009 N SPLITROCK BLVD	57005	605-582-7229	COFFEE CUP FUEL STOP
SD	BRITTON	969507	HOLLAND BROS OIL	822 VANDER HORCK ST	57430-2200	605-448-5518	HOLLAND BROS OIL
SD	BROOKINGS	1520047	THE DEPOT	921 20TH STREET S	57006	605-692-4424	ERL LLC
SD	BUFFALO	969273	CENEX FARMERS UNION OIL CO	307 HIGHWAY 85	57720-0186	605-375-3303	FARMERS UNION OIL CO
SD	BURKE	1520480	PUMP N STUFF - BURKE	1124 WASHINGTON STREET	57523	605-775-2302	PUMP N STUFF VIBORG, LLC
SD	CANTON	1368334	PUMP N PAK	110 W 5TH ST	57013	605-764-5780	SIVAA INC.
SD	CENTERVILLE	1520479	PUMP N STUFF - CENTERVILLE	831 BROADWAY	57014	605-563-2005	PUMP N STUFF VIBORG, LLC
SD	CHANCELLOR	1515440	TOTAL STOP CONVENIENCE STORE	200 SD HIGHWAY 44	57015	605-647-2700	ALCESTER GROCERIES INC.
SD	CLARK	1521031	BIG C TRAVEL PLAZA	801 1ST AVE	57225	605-532-3704	CLARK COMMUNITY OIL

SD	CROOKS	1520478	PUMP N STUFF - CROOKS	401 SOUTH WEST AVE	57020	605-543-6949	PUMP N STUFF VIBORG, LLC
SD	DE SMET	1327491	COWBOY COUNTRY STORES	104 US HIGHWAY 14 E	57231-2430	605-854-3553	4 CABALLEROS INC.
SD	DUPREE	1518805	HIGHWAY CENEX	170 HIGHWAY 212	57623	605-365-5370	FARMERS UNION OIL CO
SD	EAGLE BUTTE	484998	LAKOTA THRIFTY MART	HWY 212 & MAIN	57625-0310	605-964-2944	CHEYENNE RIVER GROCERY MRKTG COOP
SD	EDGEMONT	1520344	PJ'S EDGEMONT (FRESH START)	103 N 6TH AVENUE	57735	605-662-5515	FRESH START CONVENIENCE STORES, INC
SD	ELK POINT	1519728	A-1 QUIK STOP	1009 W MAIN	57025	605-761-1003	SEEMA RETAIL INC.
SD	EUREKA	1520422	THE STOP	808 J AVE	57437	605-284-2302	WD INC
SD	FAITH	1382452	M & D FOOD SHOP	105 W 1ST ST	57626	605-967-2139	M & D OIL COMPANY INC.
SD	FREEMAN	1520789	TOTAL STOP #9466	601 US HWY 81	57029	605-925-4391	ALCESTER GROCERIES INC.
SD	GARRETSON	130774	PALISADES OIL COMPANY	25353 485TH AVE	57030-0000	605-594-6656	PALISADES OIL COMPANY
SD	GETTYSBURG	97427	GETTYSBURG GAS N GOODIES, INC.	106 E GARFIELD	57442	605-765-2761	GETTYSBURG GAS N GOODIES, INC.
SD	GREGORY	1519180	FAIRWAY INC.	408 W HWY 18	57533	605-835-9449	FAIRWAY INC.
SD	HARTFORD	775726	GET N GO #3	101 E 9TH ST	57033-0000	605-528-6534	OLSON OIL CO
SD	HERREID	775690	HERREID SUPER STOP	1108 MAIN ST N	57632-0157	605-437-2301	WD INC
SD	HIGHMORE	1392786	HALL OIL COMPANY	100 US HWY 14 WEST	57345	605-852-2900	HALL OIL COMPANY
SD	HURON	787827	CORNER PANTRY #26	1555 DAKOTA AVE N	57350-0107	605-352-0551	M.G. OIL COMPANY
SD	HURON	1515455	CORNER PANTRY #25	2369 OLD HIGHWAY 14	57350	605-352-3877	M.G. OIL COMPANY
SD	HURON	1518907	SOUTHSIDE CONVENIENCE	1775 DAKOTA AVE S	57350	605-352-1613	VEINTE, INC DBA ONE STOP
SD	IRENE	1520525	PUMP N STUFF - IRENE	221 EAST MAIN STREET	57037	605-263-3322	PUMP N STUFF VIBORG, LLC
SD	ISABEL	1518756	LOCKEN OIL LLC	301 N MAIN ST	57633	605-466-2143	LOCKEN OIL LLC
SD	KADOKA	1516036	DISCOUNT FUEL	511 SD HWY. 73	57543	605-837-2271	DISCOUNT FUEL
SD	KEYSTONE	1521301	KEYSTONE CONVENIENCE	424 HWY 16A	57751	605-666-5203	KEYSTONE CONVENIENCE LLC
SD	LAKE CITY	1520299	ROY LAKE RESORT	11571 NORTHSIDE DR	57247	605-448-5498	CHARLES THAMES dba ROY LAKE RESORT
SD	LEMMON	776534	LEMMON PIT STOP	5 10TH ST W	57638-0000	605-374-3746	PIT STOP INC
SD	LENNOX	1233549	COUNTRYSIDE CONVENIENCE	47073 US HWY 18	57039-5715	605-372-4166	I-29 FUELS INC.
SD	LENNOX	1519434	TOTAL STOP CONVENIENCE STORE #9747	417 E 4TH AVE	57039	605-647-5053	ALCESTER GROCERIES INC.
SD	MADISON	969490	CLASSIC CORNER	500 SE 10TH ST	57042-0000	605-256-0338	CLASSIC CORNER
SD	MARION	1521155	DONLAN'S FOODLAND	603 S BROADWAY	57043	605-648-3278	DONLAN'S FOODLAND & VARIETY INC.
SD	MARTIN	1518983	FRESH START #15	201 BENNETT AVENUE	57551	605-685-6668	FRESH START CONVENIENCE STORES, INC
SD	MC LAUGHLIN	1519884	CENEX	101 N MAIN STREET	57642-0260	605-823-4456	FARMERS UNION OIL COMPANY
SD	MENNO	1514250	TOTAL STOP #9467	551 S EAST ST	57045	605-387-5500	ALCESTER GROCERIES INC.
SD	MILBANK	775426	GJT INC D/B/A FOOD-N-FUEL	103 W 4TH AVE	57252-0000	605-432-6678	GJT INC D/B/A FOOD-N-FUEL
SD	MILLER	776179	PUMP N PAK	709 N BROADWAY	57362	605-853-3758	MILAN, INC.
SD	MISSION	1245247	COUNTRY PRIDE COOP	1213 W HWY 18	57555	605-856-4434	COUNTRY PRIDE COOPERATIVE
SD	ONIDA	775849	THE CORNER	18503 US HWY 83	57564	605-258-2400	COUSINS CORNER INC.
SD	PARKER	775730	GET N GO #9	370 N MAIN	57053	605-297-3649	OLSON OIL CO
SD	PHILIP	856533	CORNER PANTRY #20	101 PINE ST	57567	605-859-3500	M.G. OIL COMPANY
SD	PIERRE	1066800	FRESH START CONVENIENCE STORE	819 E WELLS AVE	57501	605-224-7444	FRESH START CONVENIENCE STORES, INC
SD	PLANKINTON	1518386	COFFEE CUP FUEL STOP #4	25471 US HWY 281	57368	605-942-7138	COFFEE CUP FUEL STOP
SD	RAPID CITY	1519215	FRESH START	3275 HWY 79 S	57701	605-343-0182	FRESH START CONVENIENCE STORES, INC
SD	REDFIELD	656416	ONE STOP	105 W 7TH AVE	57469	605-472-1005	VEINTE, INC DBA ONE STOP
SD	ROSEBUD	1521105	ROSEBUD CASINO DELI	30421 US HWY 83	57570		ROSEBUD SIOUX TRIBE
SD	ROSEBUD	1521119	ROSEBUD CASINO FUEL PLAZA	30421 US HWY 83	57570	605-378-1104	ROSEBUD SIOUX TRIBE
SD	ROSHOLT	1519964	CROSSROADS CONVENIENCE STORE	19 E DAKOTA ST	57260-2222	605-537-4828	FISHER ENTERPRISES, INC.
SD	SIOUX FALLS	775725	GET N GO #2	1500 W 12TH ST	57104-4020	605-332-6668	OLSON OIL CO
SD	SIOUX FALLS	852447	GET N GO #10	951 S MARION RD	57106-0238	605-338-4453	OLSON OIL CO
SD	SIOUX FALLS	1517011	DAKOTA FOOD COURT	1508 W 22ND ST	57117	605-328-1054	SANFORD - NFS COST CENTER #8312
SD	SIOUX FALLS	1519182	SANFORD USD MEDICAL CENTER	1305 W 18TH STREET	57105	605-328-1052	SANFORD - NFS COST CENTER #8312
SD	SIOUX FALLS	1519755	FRIENDLYS	3700 NORTH POTSDAM AVENUE	57104	605-977-6114	COFFEE CUP FUEL STOP

SD	SIOUX FALLS	1520110	SANFORD PENTAGON	2210 W PENTAGON PL	57107	605-312-7944	SANFORD - NFS COST CENTER #8312
SD	SIOUX FALLS	1520560	GET N GO #22	4915 N CLIFF AVE	57104	605-274-8717	OLSON OIL CO
SD	SIOUX FALLS	1521311	SANFORD BUSINESS CENTER	2200 BENSON ROAD	57104		SANFORD - NFS COST CENTER #8312
SD	SISSETON	1518617	K AND K CONVENIENCE AND WASH	309 E HICKORY	57262	605-742-7474	FISHER ENTERPRISES, INC.
SD	STURGIS	1326056	KICK START TRAVEL CENTER	12998 SD HWY 34	57785	605-423-5000	MAKO ENTERPRISES INC.
SD	VIBORG	1520481	PUMP N STUFF - VIBORG	200 SOUTH MAIN STREET	57070	605-326-5731	PUMP N STUFF VIBORG, LLC
SD	VIVIAN	1514800	COFFEE CUP FUEL STOP #8	24022 US HWY 83	57576	605-683-4666	COFFEE CUP FUEL STOP
SD	VOLGA	856537	GAS STOP	422 E HWY 14	57071	605-627-9207	I-90 FUEL SERVICES, INC.
SD	WALL	1516470	THE RED ROCK	506 GLENN STREET	57790	605-279-2388	THE RED ROCK
SD	WANBLEE	1519596	WANBLEE MART INC	22285 SD HWY 44	57577	605-462-6622	WANBLEE MART INC
SD	WATERTOWN	776383	I-29 FUELS	825 35TH ST SE	57201	605-886-3055	P&L CONVENIENCE
SD	WATERTOWN	1517831	COWBOY COUNTRY STORE #1	305 10TH NW	57201	605-882-3304	4 CABALLEROS INC.
SD	WATERTOWN	1520611	COWBOY COUNTRY STORES #3	1400 4TH STREET NE	57201	605-886-4444	4 CABALLEROS INC.
SD	WEBSTER	776276	CENEX CONVENIENCE STORE	11 WEST HIGHWAY 12	57274-1021	605-345-3549	SIOUX VALLEY COOPERATIVE
SD	WESSINGTON SPRINGS	130194	HUMM-DINGER	105 DAKOTA SOUTH	57382	605-539-9095	HUMM-DINGER INC.
SD	WINNER	1322450	COUNTRY PRIDE COOP	641 WEST 2ND STREET	57580	605-842-2999	COUNTRY PRIDE COOPERATIVE
SD	WOLSEY	1515876	281 TRAVEL CENTER	601 COMMERCIAL AVENUE	57384	605-883-4586	281 TRAVEL CENTER
SD	WOONSOCKET	1520139	SKEETERS CONVENIENCE STORE	208 DUMONT AVE	57385	605-796-9497	SKEETERS BAR & GRILL LLC
SD	YANKTON	1520527	PUMP N STUFF - YANKTON BRIDGE	215 W 2ND STREET	57078	605-665-0686	PUMP N STUFF VIBORG, LLC
SD	YANKTON	1520528	PUMP N STUFF - RIVERSIDE	3708 W 8TH STREET	57078	605-665-1631	PUMP N STUFF VIBORG, LLC
TN	ATHENS	1520239	IAN'S MARKET #8	947 CONGRESS PKWY N	37303	423-745-8690	NIRJAN LLC
TN	GERMANTOWN	1478179	POPLAR SHELL	9095 POPLAR AVE	38138	901-757-9930	POPLAR SHELL
TN	KNOXVILLE	1515413	PILOT CS #241 - SEVIER HIGHWAY	2801 E JOHN SEVIER HWY	37914	865-546-6776	PILOT TRAVEL CENTERS LLC
TN	TULLAHOMA	1521026	SHORT STOP MARKET	1201 E CARROLL STREET	37388	931-455-7258	DAMRON PROPERTIES INC.
TN	WHITWELL	1517260	RACEWAY CONVENIENCE & VIDEO	13150 HWY 28	37397	423-658-6153	RACEWAY CONVENIENCE & VIDEO
TX	AUSTIN	700805	LAKE HILLS GROCERY & MEAT MARKET	1500 N CUERNAVACA DR	78733-1613	512-263-9809	ARSH TRADING, INC.
TX	AUSTIN	1520795	APPLE MART	2101 WICKERSHAM LANE - STE A	78741-5374	512-386-5222	REDBUD GROCERY INC
TX	BALLINGER	1514361	TRES AMIGOS #5	417 HUTCHINS AVE	76821-5817	325-365-3237	TACS INC
TX	BEAUMONT	1521291	CALDER FOOD MART	1316 CALDER ST	77701-1705	409-223-1819	SKMD BUSINESS LLC
TX	BOVINA	969630	BOVINA FOOD EXPRESS	206 GARDENER HWY 60	79009	806-251-9945	CHARLES OIL & GAS, INC.
TX	BROWNFIELD	1520588	CHISUM TRAVEL CENTER #10	1106 LUBBOCK ROAD	79316	806-637-3151	KENDRICK OIL CO
TX	CANADIAN	924948	ALEXANDERS GROCERY & DELI	959 S 2ND ST	79014-0000	806-323-8853	ALEXANDERS GROCERY & DELI
TX	CHESTER	889741	CHESTER JIFFY MARKET	13857 MAIN STREET	75936-0000	936-969-2195	BILL L DOVER CO INC
TX	CHRISTOVAL	1515975	TRES AMIGOS #4	20793 S US HWY 277	76935	325-896-2246	TACS INC
TX	COLEMAN	1520901	TRES AMIGOS #10	516 S COMMERCIAL AVE	76834	325-625-1011	TACS INC
TX	COPPERAS COVE	1520649	STAR MART 15	1903 N 1ST STREET	76522	512-947-1264	KELLY KING INC
TX	DIBOLL	1521069	BIGS 3821	701 S TEMPLE	75941	936-829-5691	DIBOLL EXPRESS INC. dba BIG'S 3821
TX	DIMMITT	1520609	CHISUM CONVENIENCE STORE #2	419 BROADWAY	79027	806-647-3446	KENDRICK OIL CO
TX	EDEN	831051	TRES AMIGOS #2	502 W BROADWAY	76837	325-869-8509	TACS INC
TX	ELECTRA	1520656	CLASSIC MART	601 WEST FRONT STREET	76360	940-495-2916	JAYASHAMBO INC.
TX	ELMENDORF	20883103	VALLEY MART #10	20275 I 37 S	78112	210-621-0221	VALLEY MARTS INC
TX	FARMERS BRANCH	1057589	MIDWAY EXXON	4205 LBJ FREEWAY	75244	972-239-7751	MIDWAY EXXON
TX	FLINT	1519590	MICHAEL A BACICA dba CRAFT CORNER	18910 FM 2493	75762	903-894-3503	MICHAEL A BACICA dba CRAFT CORNER
TX	FRANKLIN	1520221	MUDD CREEK COUNTRY STORE	1968 US 79	77856	254-747-0789	PETROLEUM PRODUCTS INC
TX	FRIONA	1516162	FAST STOP #1	604 W 11TH	79035	806-250-3138	KENDRICK OIL CO
TX	GLEN ROSE	1517751	MIGHTY MART	901 NE BIG BEND TR	76043	254-898-8888	G & K ENTERPRISES LLC
TX	GRAPEVINE	1521036	PARADISE QUICK STOP #3	513 E NORTHWEST HWY	76051-3338	817-421-8762	NIRMAL & ARMAAN ENTERPRISE INC.
TX	HELOTES	949445	VALLEY MART #07	12998 BANDERA RD	78023-4003	210-695-2567	VALLEY MARTS INC
TX	IOWA PARK	1520610	CHISUM TRAVEL CENTER	1501 N PACIFIC AVE	76367	940-592-5626	KENDRICK OIL CO

TX	LUBBOCK	1520092	CHISUM TRAVEL CENTER #8	2611 E SLATON RD	79414	806-771-8800	KENDRICK OIL CO
TX	MCGREGOR	793058	A&A FOOD MART	804 W MCGREGOR DR	76657	254-840-4236	A&A FOOD MART
TX	MENARD	1064334	TRES AMIGOS #1	811 ELLIS	76859-0181	325-396-2030	TACS INC
TX	MEXIA	776356	CHARLIES EXXON #4	315 N HWY 14	76667	254-562-6296	PETROLEUM PRODUCTS INC
TX	MIDLAND	1520506	WHITS GROCERY	5011 TEXAS HWY 349	79706	432-687-6106	SWL LEGACY CORP
TX	NEWTON	1156916	JIFFY MART	300 HWY 87 N	75966	409-379-4110	BILL L DOVER CO INC
TX	NIEDERWALD	1520881	SNAX MAX #1 (BUDA)	13901 CAMINO REAL	78640	512-312-4281	REDBUD GROCERY INC
TX	ORANGE	826909	EXXON	7120 INTERSTATE 10 W #62	77632-8031	409-745-5454	FOOD MART
TX	ROPESVILLE	1520353	CHISUM #35	110 ARNETT AVE	79358	806-562-2030	KENDRICK OIL CO
TX	ROUND ROCK	1519951	SETTLERS EXPRESS	4450 E OLD SETTLERS BLVD	78665	512-716-0201	REDBUD GROCERY INC
TX	SAN ANGELO	1519995	TRES AMIGOS CONVENIENCE #8	1801 COLLEGE HILLS BLVD	76904-4909	325-949-3222	TACS INC
TX	SHALLOWATER	1514497	FAST STOP #5	1105 12TH ST	79363	806-832-4856	KENDRICK OIL CO
TX	SONORA	1520204	TRES AMIGOS #9	909 WATER AVENUE	76950	325-387-5082	TACS INC
TX	STERLING CITY	1519778	TRES AMIGOS #7	920 E 4TH ST	76951	325-378-3617	TACS INC
TX	SULPHUR SPRINGS	969739	JOE BOB'S	500 N HILLCREST	75483	903-885-8841	SULPHUR SPRINGS JOE BOB'S STORES, I
TX	VIDOR	1521166	LAKEVIEW GROCERY	915 HWY 1131	77662-8854	409-786-2063	SMART GROCER INC.
TX	WATER VALLEY	1519888	TRES AMIGOS #6	16277 N US HWY 87	76958	325-484-2034	TACS INC
TX	WILLS POINT	1516842	MITCHELL OIL COMPANY	330 E S COMMERCE	75169	903-873-3510	BEN MITCHELL ENTERPRISES, INC
UT	DUCHESNE	1513978	GATEWAY 66	655 WEST MAIN	84021	435-738-5700	JOHNSON & MADSEN PROPERTIES INC
UT	ROOSEVELT	970034	TOP STOP CHEVRON	522 E 200 N	84066-0000	435-722-0999	WIND RIVER PETROLEUM
VA	AMHERST	1520054	QUIK-E FOOD STORES #11	100 MAIN STREET	24521	434-946-0640	WITCO INC.
VA	CHESAPEAKE	1519972	CAVALIER EXXON	3591 S MILITARY HWY	23323	757-487-8059	SHRI SAINATH LLC
VA	CHRISTIANSBURG	1515046	NRV SUPERBOWL, LLC	375 ARBOR DRIVE	24073	540-382-5525	NRV SUPERBOWL, LLC
VA	FOREST	1520423	QUIK-E FOODS STORE #3	18080 FOREST ROAD	24551	434-385-8737	WITCO INC.
VA	FOREST	1520694	APPLE MARKET #505	14670 FOREST ROAD	24551	434-525-1551	GPM APPLE LLC
VA	FRANKLIN	1517287	DUCK THRU #5	30001 SMITHS FERRY RD	23851-4217	757-569-8137	DUCK THRU
VA	FRANKLIN	1519939	DUCK THRU #39	807 HUNTERDALE RD	23851-2996	757-304-9903	DUCK THRU
VA	HURT	1520151	APPLE MARKET #514	45 RICKY VAN SHELTON DR	24563	434-324-2268	GPM APPLE LLC
VA	IVOR	1520076	WOCO EXPRESS LLC	35242 GENERAL MAHONE BLVD	23866	757-859-9030	WOCO EXPRESS LLC
VA	LYNCHBURG	1520150	QUIK-E FOOD STORES #2	2220 LAKESIDE DRIVE	24501	434-385-5035	WITCO INC.
VA	MONETA	1520206	APPLE MARKET #511	4640 STEWARTSVILLE RD	24121	540-297-3712	GPM APPLE LLC
VA	PORTSMOUTH	1519088	LEE'S C-STORE	4408 W NORFOLK RD	23703	757-638-7045	SBU CORPORATION
VA	RIDGEWAY	1520196	ON THE RUN #107	6690 GREENSBORO RD	24148	276-956-3164	CLARK GAS AND OIL CO INC.
VA	RUSTBURG	1520055	QUIK-E FOOD STORES #9	73 CAMPBELL HWY	24588	434-608-1177	WITCO INC.
VA	SOUTH BOSTON	1521079	WORLD OF SPORTS	2030 BILL TUCK HWY	24592	434-572-6524	HALIFAX COUNTY WORLD OF SPORTS LLC
WA	BOTHELL	1520623	NORTH CREEK CHEVRON	11611 NE 195TH STREET	98011	425-424-2405	STEJUN INVESTMENT INC
WA	BRIDGEPORT	1319429	QUIK-E-MART #3	2606 FOSTER CREEK AVE	98813-9770	509-686-9898	FOSTER CREEK, LLC
WA	CASHMERE	1520442	SUPER DELI MARKET	106 TITCHENAL ROAD	98815	509-782-1212	JASUIR SINGH
WA	CONWAY	1265675	CONWAY FOODS	18707 MAIN STREET	98238	360-445-5612	LOCHIN, INC.
WA	COULEE DAM	1521011	JACK'S AT COULEE DAM	2 OKANOGAN AVE	99116-1502	509-633-2951	BRAKIA INC
WA	DAVENPORT	809225	TRADERS EXPRESS	300 MORGAN	99122	509-725-0265	AG LINK INCORPORATED
WA	EVERETT	1520679	BROADWAY & PACIFIC 76	3105 BROADWAY	98201	425-252-3435	LEEJI BLUESKY INC.
WA	MAPLE FALLS	1367850	STARVIN SAMS	7519 KENDALL RD	98266	360-599-2668	SYB HOLDING CO. INC
WA	MONROE	969215	FRYELAND 76	16361 W MAIN ST	98272-0000	360-794-5020	GILL & SONS INC.
WA	MOUNT VERNON	969334	ANDERSON RD. 76	2829 CEDARDALE RD	98274-9615	360-428-6981	NITA, INC
WA	MOUNT VERNON	1514932	WESTSIDE 76 MARKET & DELI	814 W. DIVISION ST.	98273	360-419-7466	WESTSIDE 76 MARKET AND DELI
WA	MOUNT VERNON	1518116	LACONNER ROAD SHELL	13725 LACONNER WHITNEY RD	98273	360-466-2177	CHEEMA & SONS LLC
WA	NOOKSACK	1521027	STARVIN' SAM III	102 W COLUMBIA ST	98276-8201	360-966-4994	SYB HOLDING CO. INC
WA	OMAK	1520031	OMAK TRUCK STOP	800 E RIVERSIDE DRIVE	98841	509-826-2965	FOSTER CREEK, LLC

WA	OMAK	1521169	STAMPEDE MINI MARKET	111 RIVERSIDE DR	98841-9373	509-826-4279	FOSTER CREEK, LLC
WA	OROVILLE	1520104	QUIK MART 76	1501 MAIN STREET	98844	509-476-2161	JAS 2009 LLC
WA	OTHELLO	1390574	POTHOLES GENERAL STORE	6897 HWY 262 SE	99344	509-346-2503	WALLRED LLC
WA	OTHELLO	1520001	OTHELLO SHELL	1220 S 1ST AVE	99344-1826	509-488-2666	RANIA GROUP INC
WA	PULLMAN	1514494	FOUR STAR SUPPLY PULLMAN	975 E MAIN ST	99163-4805	509-334-1864	FOUR STAR SUPPLY INC
WA	RICHLAND	1517111	ROCKET MART	2201 STEVENS DR	99352	509-375-5327	G.S. GASOLINE, INC.
WA	SEATTLE	1519184	SEAPORT FOOD MART	7801 DETROIT AVENUE SW	98106	206-763-5995	SEAPORT FOOD MART
WA	SEDRO WOOLLEY	1517512	HANDY MART	500 STATE ST	98284	360-855-2198	CHOICE MANAGEMENT INC.
WA	SPOKANE VALLEY	1518776	CIRCLE N FOOD STORE #1	3620 N SULLIVAN ROAD	99216-1829	509-928-2200	CIRCLE N STORES LLC
WA	WEST RICHLAND	969296	KENNEDY MART	4105 KENNEDY RD	99353	509-628-2229	PRD GASOLINE, INC
WI	ALMENA	1520640	ALMENA HOLIDAY	241 US HWY 8	54805	715-357-3957	UNITED AG COOPERATIVE
WI	AMERY	1519032	COUNTRYSIDE COOP	319 KELLER AVE S	54001	715-268-4477	COUNTRYSIDE COOPERATIVE
WI	ATHENS	931218	HEARTLAND COOP	900 PINE ST	54411-0000	715-257-7587	HEARTLAND CO-OP
WI	AUBURNDALE	1521067	AUBURNDALE C-STORE	10391 COUNTY HWY K	54412	715-502-3131	PROVISION PARTNERS COOPERATIVE
WI	BALDWIN	1519151	COUNTRYSIDE COOP	930 10TH AVE	54002-9706	715-684-5543	COUNTRYSIDE COOPERATIVE
WI	BARRON	1520980	BARRON TRAVEL PLAZA	1710 E DIVISION AVE	54812	715-537-3658	UNITED AG COOPERATIVE
WI	BLACK RIVER FALLS	1520435	4 SEASONS QUIK STOP	N5885 HWY 54 N	54615	715-284-3138	FEDERATION COOPERATIVE
WI	BLANCHARDVILLE	1520497	CENEX - BLANCHARDVILLE	401 S MAIN STREET	53516	608-523-3133	BLANCHARDVILLE COOP. OIL ASSOC.
WI	BLOOMER	1520564	BLOOMER C-STORE MAIN STREET	1300 MAIN STREET	54724	715-568-2343	RIVER COUNTRY CO-OP
WI	BOSCOBEL	130760	KRACHEY'S BP	601 ELM STREET	53805	608-375-2660	KRACHEY'S LLC
WI	BOYCEVILLE	130962	CEDAR COUNTRY COOPERATIVE	915 HWY 79	54725-7537	715-643-3226	CEDAR COUNTRY COOPERATIVE
WI	BURLINGTON	1520067	QUICK MART	656 MCHENRY STREET	53105	262-767-9057	PRITPAWAN ENTERPRISES LLC
WI	BUTLER	1521018	W FUEL STOP	12419 W HAMPTON AVE	53007	414-588-0554	SPRING WEST LLC
WI	CADOTT	1519808	RIVER COUNTRY PLAZA	641 S HWY 27	54727-9611	715-289-3953	RIVER COUNTRY CO-OP
WI	CAMPBELLSPORT	1519403	TY'S PLACE, LLC	118 W MAIN	53010	920-533-6077	TY'S PLACE, LLC
WI	CASCADE	130780	MARSHALLS GAS N GOODS	209 MADISON AVE	53011-0228	920-528-7222	MARSHALLS GAS N GOODS
WI	CHIPPEWA FALLS	1519781	RIVER COUNTRY COOP CHIPPEWA FALLS	1080 W RIVER STREET	54729-2163	715-723-7005	RIVER COUNTRY CO-OP
WI	COLBY	1518971	PROVISION PARTNERS - COLBY	702 SOUTH DIVISION STREET	54421	715-223-2306	PROVISION PARTNERS COOPERATIVE
WI	COLUMBUS	1520408	COLUMBUS CENEX LANDMARK CONVIENCE	501 PARK STREET	53925	920-623-3260	LANDMARK SERVICES COOPERATIVE
WI	DORCHESTER	1519337	HEARTLAND COOP	N 16097 STATE HIGHWAY 13	54425	715-654-5559	HEARTLAND CO-OP
WI	DURAND	1521201	COUNTRYSIDE COOP - DURAND C-STORE	420 2ND AVE EAST	54736	715-672-8323	COUNTRYSIDE COOPERATIVE
WI	EAU CLAIRE	1519923	RIVER COUNTRY COOP EAU CLAIRE	5924 33RD AVE	54703-6317	715-874-0290	RIVER COUNTRY CO-OP
WI	EDGAR	1138473	HEARTLAND COOP	W 4888 COUNTY RD H	54426	715-352-2414	HEARTLAND CO-OP
WI	EDGERTON	776630	STOP N GO #214	1 S MAIN ST	53534	608-884-9844	STOP N GO
WI	ELK MOUND	1517616	MOUND'S VIEW STORE	306 E MENOMONIE ST	54739	715-879-5888	CENERGY II LLC dba MEGA COOP
WI	ELLSWORTH	1520707	COUNTRYSIDE COOP - ELLSWORTH CENEX	610 E MAIN STREET	54011	715-273-4363	COUNTRYSIDE COOPERATIVE
WI	ELMWOOD	1112406	COUNTRYSIDE COOP	404 E OMAHA	54740-0158	715-639-2761	COUNTRYSIDE COOPERATIVE
WI	FAIRCHILD	1066274	FAIRCHILD C STORE	W 13007 US HWY 10	54741-0000	715-334-5901	FEDERATION COOPERATIVE
WI	FLORENCE	1520824	FLORENCE MINI MART	869 CENTRAL AVE	54121	715-528-4880	LAFAIVE OIL CO INC.- FLORENCE
WI	GILMAN	1520840	GILMAN C-STORE	485 W MAIN STREET	54433	715-447-5746	RIVER COUNTRY CO-OP
WI	GLENWOOD CITY	1519209	COUNTRYSIDE COOP	525 1ST ST	54013	715-265-4439	COUNTRYSIDE COOPERATIVE
WI	GREENWOOD	1198214	HEARTLAND COOP	414 S MAIN ST	54437	715-267-6105	HEARTLAND CO-OP
WI	HAYWARD	1521066	LCO CONVENIENCE CENTER	13803 WEST COUNTY RD B	54843	715-934-5400	LAC COURTE OREILLES TRIBE dba
WI	HOLCOMBE	1519915	HEARTLAND COOP HOLCOMBE	26473 STATE HWY 27	54745-5503	715-595-4112	HEARTLAND CO-OP
WI	HOLCOMBE	1520928	12 MILE STORE	N 275 HWY 27	54745	715-532-9654	HEARTLAND CO-OP
WI	JIM FALLS	1519272	RIVER COUNTRY COOP JIM FALLS	19786 139TH AVE	54748	715-382-4554	RIVER COUNTRY CO-OP
WI	KEWASKUM	1515868	MARSHALLS CORNER STORE	9294 HIGHWAY 144	53040	262-692-2772	MARSHALLS GAS N GOODS
WI	LAC DU FLAMBEAU	1322216	LAKE OF THE TORCHES CASINO	510 OLD ABE RD	54538	715-588-7070-640	LAKE OF THE TORCHES FED. DEV. CORP
WI	LODI	1516617	LODI KWIK MART	430 N MAIN ST	53555	608-592-5929	JAX ENTERPRISES, INC

WI	LUCK	1521064	COUNTRYSIDE COOPERATIVE - LUCK	2527 STATE RD 35	54853	715-472-8393	COUNTRYSIDE COOPERATIVE
WI	MADISON	854279	HILLDALE SHELL	3401 UNIVERSITY AVE	53705-0000	608-238-1448	B&A INC
WI	MARENGO	1520429	JACKS STORE	41661 WISCONSIN 13	54855	360-773-6973	JACKSON KYSAR dba JACK'S STORE
WI	MAZOMANIE	966425	MAZO MOBILE MART	W 10 COMMERCIAL	53560	608-795-2803	JAX ENTERPRISES, INC
WI	MERRILLAN	1519208	DOUBLE T QUICK STOP	302 N WASHINTON	54754	715-333-7650	FEDERATION COOPERATIVE
WI	MIDDLETON	1106280	CENEX CONVENIENCE STORE	1755 PLEASANT VIEW DR	53562-0348	608-831-8215	CENEX CONVENIENCE STORE
WI	MISHICOT	775914	COUNTRY VISIONS - MISHICOT	114 E MAIN ST	54228-0068	920-755-4800	COUNTRY VISIONS COOPERATIVE
WI	MONDOVI	970009	COUNTRYSIDE COOP	801 E MAIN	54755-0000	715-926-5774	COUNTRYSIDE COOPERATIVE
WI	NEW AUBURN	1521055	NEW AUBURN C-STORE	11403 COUNTY HWY M	54757	715-967-2171	RIVER COUNTRY CO-OP
WI	NEW BERLIN	1520597	QUICK MART	19400 W COLLEGE AVE	53146	262-710-4006	QUICKNSAVE LLC (LAKE GENEVA)
WI	NEW GLARUS	1520414	CENEX - NEW GLARUS	1401 HWY 69 SOUTH	53574	608-527-2112	BLANCHARDVILLE COOP. OIL ASSOC.
WI	OCONTO	1519020	WAGNER SHELL FOOD MART	517 SMITH AVE	54153-0166	920-834-5711	WAGNER OF OCONTO, INC.
WI	OSHKOSH	873814	OSHKOSH PANTRY 41	3700 JACKSON DR	54901	920-232-3501	OSHKOSH PANTRY 41
WI	OWEN	1326359	CREEKSIDE CONVENIENCE	132 WEST 3RD STREET	54460	715-229-4870	CREEKSIDE CONVENIENCE LLC
WI	PITTSVILLE	1519018	PROVISION PARTNERS - PITTSVILLE	8315 HWY 13	54466	715-884-2501	PROVISION PARTNERS COOPERATIVE
WI	PLYMOUTH	930442	MARSHALLS EXPRESS	1232 COUNTY ROAD O	53073	920-892-2655	MARSHALLS GAS N GOODS
WI	PRAIRIE FARM	1520839	RIVER COUNTRY COOP - PRAIRIE FARM	310 RIVER AVE S	54762	715-455-1490	RIVER COUNTRY CO-OP
WI	PULASKI	1140058	PULASKI SHELL LLC	113 S WISCONSIN ST	54162-9208	920-822-8303	PULASKI SHELL LLC
WI	REEDSVILLE	130917	COUNTRY VISIONS - REEDSVILLE	525 MAIN ST	54230	920-754-4466	COUNTRY VISIONS COOPERATIVE
WI	SAUKVILLE	1519924	TRI PAR QWIK STOP	305 W DEKORA RD	53080	262-284-6100	TRI PAR OIL CO INC
WI	SEYMOUR	130444	TRACKSIDE GAS & CONV INC	234 N MAIN	54165-0158	920-833-7790	TRACKSIDE GAS & CONV INC
WI	SHEBOYGAN FALLS	969184	PETRO CENTER #7	1010 FOND DU LAC AVE	53085	920-467-6586	SHEBOYGAN OIL
WI	SHELL LAKE	1520650	SHELL LAKE CONVENIENCE STORE	331 HWY 63	54871	715-468-2302	UNITED AG COOPERATIVE
WI	SIREN	775522	HOLIDAY STATIONSTORE #119 SIREN	24096 STATE RD 35 & 70	54872	715-349-2410	HOLIDAY STATIONSTORES, INC.
WI	SLINGER	1519751	TRI PAR QWIK STOP	651 E WASHINGTON	53086	262-644-6336	TRI PAR OIL CO INC
WI	SOMERSET	775548	HOLIDAY STATIONSTORE #228 SOMERSET	121 MAIN ST	54025-0340	715-247-3863	HOLIDAY STATIONSTORES, INC.
WI	STRATFORD	1520072	STRATFORD CONVENIENCE STORE	100 E FIR STREET	54484	715-687-3217	PROVISION PARTNERS COOPERATIVE
WI	STRUM	1519920	COUNTRYSIDE COOP	107 W BALSAM ST	54770-7815	715-695-3128	COUNTRYSIDE COOPERATIVE
WI	SUPERIOR	1367635	HOLIDAY STATIONSTORE #229 SUPERIOR	4827 EAST 2ND ST	54880	715-398-6306	HOLIDAY STATIONSTORES, INC.
WI	TURTLE LAKE	1521029	LAKER COUNTY SPORT & CONVENIENCE	630 US HWY 8 & 63	54889	715-986-4750	UNITED AG COOPERATIVE
WI	WAUPUN	1515436	MARSHLAND TRAVEL MART	1001 E MAIN ST	53963	920-324-6045	TRAVEL MART INC.
WI	WAUSAUKEE	1520938	WAUSAUKEE AMOCO	828 MAIN STREET	54177	715-856-5731	LAFAIVE OIL CO INC.- FLORENCE
WI	WEYERHAEUSER	1519938	HEARTLAND COOP WEYERHAUSER	W 14336 HWY 8	54895	715-353-2612	HEARTLAND CO-OP
WI	WHITEHALL	1520465	COUNTRYSIDE COOP	36537 MAIN STREET	54773	715-538-2203	COUNTRYSIDE COOPERATIVE
WI	WRIGHTSTOWN	1520540	BRIDGEPORT SHELL	525 MAIN STREET	54180	920-532-0224	SAI KRUPA LLC dba BRIDGEPORT SHELL
WV	BRUCETON MILLS	1326297	BFS FOODS #10	94 FUEL DRIVE	26525	304-379-3804	BFS FOODS INC
WV	DANVILLE	1520544	HATFIELD MCCOY QUICK STOP	384 PRICHARD ROAD	25053	304-369-2090	KESARI & SONS INC.
WV	DAVIS	1519879	BFS FOODS #18	22 BLACKWATER FALLS ROAD	26260	304-259-4641	BFS FOODS INC
WV	LENORE	1324870	LENORE MARATHON	HWY 65 & MAIN ST	25676	304-475-4771	LENORE CHEVRON
WV	MYRTLE	969266	ONE STOP	RT 119	25670	304-475-4711	TURNOUTZ LLC
WV	PARKERSBURG	1520318	MARATHON FOOD CENTER #150	116 POINT DRIVE	26101	304-422-1576	MASON COUNTY E COOP
WV	POINT PLEASANT	1520752	CAMP CONLEY MART #174	3442 OHIO RIVER ROAD	25550	304-675-6467	MASON COUNTY E COOP
WV	SOUTH CHARLESTON	1519435	CORRIDOR G TIGER MART #185	278 SAND PLANT ROAD	25309	304-756-3005	MASON COUNTY E COOP
WV	TERRA ALTA	1519929	BFS FOODS #40	1200 E STATE AVE	26764	304-789-5950	BFS FOODS INC
WV	WILLIAMSTOWN	845201	MINI GIANTS #2	13135 EMERSON AVE	26187	304-464-5264	MINI GIANTS INC
WY	BUFFALO	1520579	BIG HORN COOP	107 US HWY 16E	82834	307-684-9561	BIG HORN COOP
WY	CHEYENNE	1521210	SPF SUPERPUMPER FUEL	3306 W COLLEGE DRIVE	82007	307-638-1500	SUPERPUMPER INC
WY	GUERNSEY	1521153	FAST STOP 1132	550 WEST WHALEN	82214	307-836-3155	FAST STOP 1132
WY	LOVELL	130745	ROSE CITY LANES	127 E 3RD ST	82431-2027	307-548-2888	RICHARD EADES dba ROSE CITY LANES

WY	LOVELL	1064332	COUNTRY STORE #1	575 E MAIN ST	82431-0216	307-548-7110	COUNTRY STORE #1
WY	LUSK	1516466	FRESH START	301 SOUTH MAIN	82225	307-334-2248	FRESH START CONVENIENCE STORES, INC
WY	MOORCROFT	775715	COFFEE CUP FUEL STOP #5	506 E. CONVERSE ST.	82721-0000	307-756-3493	COFFEE CUP FUEL STOP
WY	RIVERTON	1519504	BIG HORN COOPERATIVE	1157 N FEDERAL BLVD	82501	307-856-3785	BIG HORN COOP
WY	SHOSHONI	957293	FAST LANE INC	110 W 2ND ST	82649-0000	307-876-2787	FAST LANE INC
WY	SUNDANCE	1516481	FRESH START	522 EAST CLEVELAND STREET	82729	307-283-2320	FRESH START CONVENIENCE STORES, INC
WY	WORLAND	776331	BIG HORN ONE STOP	400 W BIG HORN	82401-0037	307-347-4281	BIG HORN COOP+H937

Orion Food Systems, LLC *FY17 Closed Franchise Units*

Cust: Stat	Cust: City	Customer #	Cust: Name 1	Cust: Street	Cust: ZIP	Cust: Tel.	Owner Name 1
KS	PRATT	1519084	** PASO JUNCTION LLC	1900 EAST 1ST STREET	67124	620-672-2501	PASO JUNCTION LLC
SD	PLATTE	1520214	** 44 ROADSTOP	21 WEST 7TH STREET	57369	605-337-3304	** 44 ROADSTOP
MN	CLEAR LAKE	1519515	** S & S PIT STOP	7988 FRONT STREET	55319	320-743-4638	S & S PIT STOP
ID	REXBURG	1520701	** ARCHER GENERAL STORE	7875 S 1800 W	83440	208-745-2479	RICHARD HOLLIDAY dba ARCHER GENERAL
IN	INDIANAPOLIS	1520769	** INDY FUEL MART	2801 MASSACHUSETTS AVE	46218	317-636-7850	S & D FUEL INC.
MO	HOLLAND	1515909	** CARMAC'S	950 HIGHWAY O	63853	573-720-8567	** CARMAC'S
IA	ORANGE CITY	1519453	** THE HUB @ N DUB	208 8TH STREET SW	51041	712-707-7476	SODEXO CAMPUS SERVICES
IN	ALEXANDRIA	1518666	** RICKER'S #12	1707 S STATE ROAD 9	46001	765-724-0355	RICKER OIL COMPANY INC
MO	ADRIAN	1520633	** R & C'S BLACKHAWK STATION	101 S MCCOLLOH	64720	816-297-4111	R & C SALES LLC
KS	MOUNDRIDGE	1514557	** CONVENIENCE MART	100 S. CHRISTIAN	67107	620-345-2633	FOOD MART MIDWEST, LLC
IA	DUBUQUE	1520130	** KWIK STOP #68	1200 CEDAR CROSS ROAD	52001	563-582-5313	RAINBO OIL COMPANY
WI	OCONTO FALLS	1519630	** SOOCH INC DBA MOBILE 22	710 COUNTY ROAD B	54154	920-846-4779	** SOOCH INC DBA MOBILE 22
ND	ELLENDALE	1466995	** SOUTHSIDE DELI	323 1ST ST SOUTH	58436	701-349-2535	** SOUTHSIDE DELI
NE	PAPILLION	1519360	XPRESS SHOPPE	11400 S 72ND ST	68046	402-331-4645	XPRESS SHOPPE
MO	PERRYVILLE	1516363	** RHODES 101 #335	2020 LAKE DR.	63775	573-517-7871	PAJCO INC. DBA RHODES 101 STOP
WI	MENOMONIE	1520367	** CENEX EAST	2021 STOUT ROAD	54751	715-232-6219	CEDAR COUNTRY COOPERATIVE
AR	DARDANELLE	878573	** KAS ENTERPRISES	201 S UNION ST	72834	479-229-2232	KAS ENTERPRISES LLC
WA	MARYSVILLE	1520759	** MARINE DRIVE 76	3323 MARINE DRIVE	98271	360-659-3676	SYB HOLDING CO. INC
KY	CENTRAL CITY	1520226	** ALWAYS OPEN	200 E EVERLY BROTHERS BLVD	42330	270-754-5333	ALWAYS OPEN PROPERTIES INC.
SC	ROCK HILL	1520485	** FAST & FRIENDLY QUICK STOP	2650 WEST MAIN STREET	29732	803-324-3051	KAMERAN ENTERPRISES
MS	RIPLEY	1520115	** EXXON	105 CITY AVE N	38663	662-380-2802	A & Y LLC
MT	BOULDER	1519707	** BOULDER RIVER PIZZA AND SUBS	105 N MAIN STREET	59632	406-225-9100	BOULDER RIVER HOLDINGS LLC
MO	SCOTT CITY	1519013	** RHODES 101 #790	3508 NASH ROAD	63780	573-334-6811	PAJCO INC. DBA RHODES 101 STOP
IA	FOREST CITY	130479	** SIDS GAS & GROCERY	1116 HWY 69 S	50436-0000	641-585-2030	** SIDS GAS & GROCERY
KY	HAZARD	1520716	** CAMPBELLS BP	38 LOST CREEK ROAD	41701	606-435-0500	CAMPBELLS BP INC.
WI	LAKE GENEVA	1520075	** QUICKNSAVE	1231 GRANT STREET	53147	262-248-1988	QUICKNSAVE LLC (LAKE GENEVA)
MN	NEW RICHLAND	130070	** NEW RICHLANDS ONE STOP	415 2ND STREET SE	56072-0452	507-465-8531	** NEW RICHLANDS ONE STOP
MO	ELLINGTON	889067	** DON'S PLACE INC	107 HIGHWAY Y	63638-9304	573-663-2888	** DON'S PLACE INC
IL	BIG ROCK	1519614	** CMC FOOD & LIQUOR INC	48W230 US HWY 30	60511-9381	630-556-3841	CMC FOOD & LIQUOR INC
SC	GASTON	1519492	** BAPAJI, INC.	2584 HWY 6	29053	803-755-9104	** BAPAJI, INC.
VA	RICHMOND	1520501	** GRAB N GRUB	5600 JEFFERSON DAVIS HWY	23234	804-275-3000	GRAB N GRUB LLC
LA	RINGGOLD	1520815	** PARTAINS GRAB & GEAUX	4098 BIENVILLE ROAD	71068	318-894-9198	PARTAIN AND PARTAIN
OK	WAYNOKA	776237	** JIFFY TRIP	1730 SANTA FE	73860	580-824-9661	HAMMER WILLIAMS CO
TX	BLUE RIDGE	1515102	** TIGER EZ MART	105 S BUSINESS RTE 78	75424	972-752-9095	*** LOUIES SUPER FOODS
TX	HONEY GROVE	1516804	** HONEY GROVE GAS & GROCERY	407 WEST MAIN STREET	75446	903-378-7112	GULMOHAR ENTERPRISES INC
KS	OVERBROOK	1520306	** OVERBROOK GAS & CONVENIENCE	403 E 8TH STREET	66524	785-665-7082	FAWL FAMILY INVESTMENTS
TX	ANSON	1519956	** SKINNYS 7-ELEVEN #17	631 COMMERCIAL AVE	79501-3409	325-823-3622	ALON BRANDS INC
WI	GRANTSBURG	1319320	** MINIT MART TA 507 GRANTSBURG	639 W STATE RD 70	54840	715-463-5000	TA OPERATING LLC
WI	LUCK	130430	** MINIT MART TA 502 LUCK	106 HWY 35N	54853	715-472-8653	TA OPERATING LLC
WI	WEBSTER	969339	** MINIT MART TA 504 WEBSTER	26354 LAKELAND AVE	54893	715-866-7046	TA OPERATING LLC
MO	RAYMORE	1520709	** GULF EXPRESS	715 W FOXWOOD DRIVE	64083	816-331-1590	COMBANC DEVELOPMENT I LLC
KS	MANHATTAN	1518097	** DARA'S FAST LANE #9	5321 TUTTLE CREEK BLVD	66502	785-320-6633	DARAS FAST LANE INC
WI	BALSAM LAKE	775832	** MINIT MART TA 503 BALSAM LAKE	101 MAIN ST	54810	715-485-3558	TA OPERATING LLC
MN	ELLENDALE	1514561	** GO-PHER STOP NORTH	3598 WEST HIGHWAY 30	56026	507-684-2118	NOAJAX INC.
WI	NEILLSVILLE	776154	** HEARTLAND COOP	608 E DIVISION ST	54456	715-743-4678	HEARTLAND CO-OP

MO	JACKSON	776510	** RHODES 101 #150	101 W JACKSON BLVD	63755-2045	573-243-8637	PAJCO INC. DBA RHODES 101 STOP
OK	ADA	1520437	** LATTA TRUCK & TRAVEL STOP	1600 HWY 1 W	74820	580-279-1600	LATTA TRUCK & TRAVEL STOP INC.
KS	GARDEN CITY	1520969	** U-PUMP IT #217	1521 E FULTON STREET	67846	620-275-9794	TOMMY'S PROPERTIES #202
SD	HERMOSA	1516141	** FLYING J HERMOSA DELI	25 HEARTLAND EXPRESS WAY STE 104	57744	605-255-4555	M.G. OIL COMPANY
IN	DUGGER	947352	** COUNTRY PORCH	7541 E STATE ST	47848	812-648-3116	COUNTRY PORCH CONV STORE, LLC
MI	MORENCI	1520647	** MORENCI DELI	216 W MAIN STREET	49256	517-458-6112	BAL PETROLEUM LLC dba MORENCI DELI
IL	THORNTON	1520026	** MOBIL MART	123 N WILLIAMS STREET	60476	708-877-6440	DIYA OM SHAKTI 1INC
OK	CYRIL	688259	** BUBBA'S QUICK MART	206 N 2ND	73029-0147	580-464-3188	BUBBA'S QUICK MART LLC
AK	BIG LAKE	1518743	** BIG LAKE SUPER STORE	14991 W BIG LAKE ROAD	99652	907-892-8000	RMB LLC
AK	WASILLA	1519340	** KNIK SUPER STORE	5721 S KNIK GOOSE BAY ROAD	99654	907-357-2400	RMB LLC
ND	Enderlin	1519967	**CITY VIEW FUELS	13635 54th Street Southeast Suite B	58027-9553	701-437-3835	FRAEDRICH, DWIGHT

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

EXHIBIT F

LIST OF STATE ADMINISTRATORS

EXHIBIT F
List of State Franchise Administrators

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

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

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

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

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

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

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

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

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

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

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

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

Washington Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033

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

EXHIBIT G

ORION EDUCATION STAFF INFORMATION

EXHIBIT G
ORION Education Staff Information

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

Robert Boyd: Mr. Boyd has been a National Franchise Business Consultant for ORION from September 2011 through the present and an employee of ORION for the same period of time.

Kurt DeAngelis: Mr. DeAngelis has been an Educational Support Manager for ORION since March 2013. He served as a Franchise Business Consultant for ORION from June 2008 to April 2010, as a Director of Operations for ORION from April 2010 through December 2010, and as a Franchise Business Manager for ORION from January 2011 to February 2013.

Randy Hansen: Mr. Hansen has been an Educational Support Manager for ORION since March 2013. He served as a Franchise Training Specialist for ORION from June 2012 to February 2013. He previously held the position of Franchise Business Consultant. He has been an employee of ORION since June 2007.

Brant Miller: Mr. Miller has been a National Franchise Business Consultant for ORION from August 2013 through the present, a Franchise Business Consultant from March 2013 to August 2013 and a Franchise Training Specialist for ORION from September 2011 through February 2013 and an employee of ORION since September 2011.

John Olson: Mr. Olson has been a Franchise Training Specialist for ORION from August 2009 through the present. He previously held the positions of Research and Development Manager, Training and Education Operations Specialist, Director of National Pilot Programs, West Region Marketing Director and Brand Manager with ORION. He has been an employee of ORION since March 1992.

Vonnie Reed: Ms. Reed has been a Franchise Training Specialist for ORION from June 2015 through the present. She previously held similar positions with ORION from March 2010 through July 2011, March 2006 through February 2009, July 2005 through January 2006, and July 2002 through December 2002. Ms. Reed was not an employee of ORION during the intervals of her service with the ORION Training Department.

Chris Sievert: Mr. Sievert has been a Franchise Training Specialist for ORION from February 2016 through the present, and an employee of ORION since February 2016.

Pam Marlow: Ms. Marlow has been a Franchise Training Specialist for ORION from November 2016 through the present, and an employee of ORION since November 2016.

EXHIBIT H

ORION DEVELOPMENT REPRESENTATIVES INFORMATION

EXHIBIT H
ORION Development Representatives Information

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

Kyle Adams, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Devon Clark, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Jeff D'Autremont, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Kurt DeAngelis, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

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

Paul Foley, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

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

Adam Harp, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Scott Heilman, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

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

Michael Johnson, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

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

Tom Kaspar, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Ronnie Kerr, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Ricky Kimmel, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Bill Koepp, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Deana Kruger, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Tim Lawrence, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

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

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

Carl Pecora, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Paul Petrie, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Rachel Quintanilla, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Michelle Rhead, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

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

Tim Schendel, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Dale Scherling, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Jason Schreiber, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

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

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

Lisa Steinhouse, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Gregg Thompson, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

EXHIBIT I

AGENTS FOR SERVICE OF PROCESS

EXHIBIT I
Agents for Service of Process

STATE	NAME AND ADDRESS OF REGISTERED AGENT
Alabama	The Corporation Company 2000 Interstate Park Drive, Suite 204 Montgomery, AL 36109
Alaska	C T Corporation System 9360 Glacier Highway, Suite 202 Juneau, AK 99801
Arizona	C T Corporation System 2394 East Camelback Road Phoenix, AZ 85016
Arkansas	The Corporation Company 124 West Capitol Avenue, Suite 1400 Little Rock, AR 72201
California	Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 C T Corporation System 818 West 7th Street Los Angeles, CA 90017
Colorado	The Corporation Company 1675 Broadway, Suite 1200 Denver, CO 80202
Connecticut	C T Corporation System One Corporate Center, Floor 11 Hartford, CT 06103
Delaware	The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801
District of Columbia	C T Corporation System 1015 15th Street, N.W., Suite 1000 Washington, D.C. 20005
Florida	C T Corporation System 1200 South Pine Island Road Plantation, FL 33324
Georgia	C T Corporation System 1201 Peachtree Street, N.E. Atlanta, GA 30361
Hawaii	The Corporation Company, Inc. 900 Fort Street Mall, Suite 1800 Honolulu, HI 96813
Idaho	C T Corporation System

STATE	NAME AND ADDRESS OF REGISTERED AGENT
	1111 West Jefferson, Suite 530 Boise, ID 83702
Illinois	C T Corporation System 208 S. LaSalle Street, Suite 814 Chicago, IL 60604
Indiana	C T Corporation System 251 East Ohio Street, Suite 1100 Indianapolis, IN 46204
Iowa	C T Corporation System 2222 Grand Avenue Des Moines, IA 50312
Kansas	The Corporation Company, Inc. 515 South Kansas Avenue Topeka, KS 66603
Kentucky	C T Corporation System Kentucky Home Life Building Louisville, KY 40202
Louisiana	C T Corporation System 5615 Corporate Boulevard, Suite 400B Baton Rouge, LA 70808
Maine	C T Corporation System One Portland Square Portland, ME 04101
Maryland	The Corporation Trust Incorporated 300 East Lombard Street Baltimore, MD 21202
Massachusetts	C T Corporation System 155 Federal Street, Suite 700 Boston, MA 02110
Michigan	The Corporation Company 30600 Telegraph Road, Suite 2345 Bingham Farms, MI 48025
Minnesota	C T Corporation System 100 South Fifth Street, Suite 1075 Minneapolis, MN 55402
Mississippi	C T Corporation System 645 Lakeland East Drive, Suite 101 Flowood, MS 39232
Missouri	C T Corporation System 120 South Central Avenue Clayton, MO 63105
Montana	C T Corporation System 17 North Front Street

STATE	NAME AND ADDRESS OF REGISTERED AGENT
	Cascade, MT 59421
Nebraska	C T Corporation System 301 South 13th Street Lincoln, NE 68508
Nevada	The Corporation Trust Company of Nevada 6100 Neil Road, Suite 500 Reno, NV 89511
New Hampshire	C T Corporation System 9 Capitol Street Concord, NH 03301
New Jersey	The Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628
New Mexico	C T Corporation System 123 East Marcy Street Santa Fe, NM 87501
New York	C T Corporation System 111 Eighth Avenue New York, NY 10011
North Carolina	C T Corporation System 225 Hillsborough Street Raleigh, NC 27603
North Dakota	C T Corporation System 314 East Thayer Avenue Bismarck, ND 58501
Ohio	C T Corporation System 1300 East 9th Street Cleveland, OH 44114
Oklahoma	The Corporation Company 735 First National Building Oklahoma City, OK 73102
Oregon	C T Corporation System 388 State Street, Suite 420 Salem, OR 97301
Pennsylvania	C T Corporation System 100 Pine Street, Suite 325 Philadelphia, PA 17101
Rhode Island	C T Corporation System 10 Weybosset Street Providence, RI 02903
South Carolina	C T Corporation System Two Insignia Financial Plaza, 75 Beattie Place Greenville, SC 29601

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

EXHIBIT J

SYSTEM MANUAL

EXHIBIT J
System Manual

OPERATIONS MANUAL

	Number of Pages Devoted to Subject Matter
Table of Contents and Introduction	2 of 38
Food Safety and Sanitation	5 of 38
Food Cooking and Holding	2 of 38
Food Storage	1 of 38
Cleaning and Sanitizing	6 of 38
Customer Service	5 of 38
Administration	1 of 38
Equipment Opening and Closing	6 of 38
Pizza Order Taking	3 of 38
Emergency Food Service Response	7 of 38

OPERATIONS MANUAL CHARTS

	Number of Pages Devoted to Subject Matter
Opening and Closing Checklist	1 of 13
Build-To Chart	1 of 13
Baking Chart	1 of 13
6" Sub, Wrap, Croissant Portion Chart	1 of 13
12" Sub Portion Chart	1 of 13
Personal Size Pan Pizza Portion Chart	1 of 13
Bakery and Breakfast Ingredient Preparation Chart	1 of 13
Pizza Ingredient Preparation Chart	1 of 13
Lunch and Dinner Ingredient Preparation Chart	1 of 13
Phat Burrito and Nacho Ingredient Preparation Chart	1 of 13

PRODUCT PROCEDURES MANUAL

	Number of Pages Devoted to Subject Matter
Bakery Procedures	2 of 48
Breakfast Procedures	6 of 48
Lunch/Dinner Procedures	12 of 48
Pizza Procedures	7 of 48
Take & Bake	2 of 48
Sub Procedures	19 of 48

EXHIBIT K

STATE ADDENDUM

EXHIBIT K

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

Item 17 of the Disclosure Document is amended by adding the following language:

California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 - 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043).

California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Neither ORION, any person nor franchise broker in Item 2 or Exhibit H of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in any association or exchange.

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires application of the laws of South Dakota. This provision may not be enforceable under California law.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.)

We will comply with all appropriate laws governing any direct financing offered by us to the franchisee including, if applicable, the California Finance Lenders Law.

Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

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

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the state of California.

Orion advertises on the internet. Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

These franchises have been registered under the Franchise Investment Law of the state of California. Such registration does not constitute approval, recommendation or endorsement by the Commissioner of Business Oversight nor a finding by the Commissioner that the information provided herein is true, complete and not misleading.

In the event California law is determined to apply, the maximum interest rate permitted under California law for any loan or forbearance varies, but is generally 10% per annum, subject to various exceptions (including an exception for credit sales).

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

Registered Agent in California authorized to receive service of process: Department of Business Oversight, 320 West 4th Street, Suite 750, Los Angeles, California 90013-2344, telephone 1-866-275-2677.

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Orion Food Systems, L.L.C., ("ORION") offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with or make a payment to ORION or its affiliates in connection with the proposed franchise sale.

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

I have received a Disclosure Document dated _____, 2017, for the State of California, that included the following Exhibits:

A. Franchise Agreement	F. List of State Administrators
B. Equipment Agreement	G. ORION Education Staff Information
C. IGNG License Agreement	H. ORION Development Representatives Information
D. Financial Statements	I. Agents for Service of Process
E. List of Franchisees and Former Franchisees	J. System Manual
	K. State Addendum

PROSPECTIVE FRANCHISEE – If a Business Entity

_____
(Print or type name of corporation or partnership)

PROSPECTIVE FRANCHISEE – If an Individual

_____
(Print or type name of individual)

	Name (Print or type)	Signature	Title	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Potential Unit City and State: _____

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

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

Franchise Seller:

- ☐ Devon Clark, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961
- ☐ Tom Kaspar, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961
- ☐ Dennis Norley, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961
- ☐ Dale Scherling, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Franchise Seller Signature: _____

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

_____

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Orion Food Systems, L.L.C., ("ORION") offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with or make a payment to ORION or its affiliates in connection with the proposed franchise sale.

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

I have received a Disclosure Document dated _____, 2017, for the State of California, that included the following Exhibits:

A. Franchise Agreement	F. List of State Administrators
B. Equipment Agreement	G. ORION Education Staff Information
C. IGNG License Agreement	H. ORION Development Representatives Information
D. Financial Statements	I. Agents for Service of Process
E. List of Franchisees and Former Franchisees	J. System Manual
	K. State Addendum

PROSPECTIVE FRANCHISEE – If a Business Entity

_____
(Print or type name of corporation or partnership)

PROSPECTIVE FRANCHISEE – If an Individual

_____
(Print or type name of individual)

	Name (Print or type)	Signature	Title	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Potential Unit City and State: _____

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

ORION FOOD SYSTEMS, L.L.C.
2930 WEST MAPLE STREET
SIOUX FALLS, SD 57107

Franchise Seller:

☐ Devon Clark, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961
☐ Tom Kaspar, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961
☐ Dennis Norley, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961
☐ Dale Scherling, Orion Food Systems, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Franchise Seller Signature: _____

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

_____