FRANCHISE DISCLOSURE DOCUMENT

ORION FOOD SYSTEMS, L.L.C.
a South Dakota limited liability company
2930 West Maple Street
Sioux Falls, South Dakota 57107
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Email: inforequest@orionfoods.com
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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 $5,500 to $66,000 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 G) 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 G.

~~Date Issued: June 7, 2018, as amended on November 21, 2018~~
Date Issued: July 19, 2019

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 G 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. 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: ~~July 19, 2018~~

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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 Holdco").

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.

In April 2019, ORION Holdco acquired Land Mark Products, Inc. ("Land Mark"). Land Mark has offered non-franchise licenses for certain food (including pizzas, sandwiches, appetizers, burritos, breakfast croissants and biscuit sandwiches) and associated products, primarily under the "Piccadilly Circus Pizza" brand, since 1977. As of March 30, 2019, Land Mark had approximately 600 non-franchise licensed locations. Land Mark also produces and distributes other food and associated products, primarily under the "Day'N Night Bites" brand. Land Mark's principal place of business is 1007 Milford, Iowa 51351.

ORION and its predecessors and affiliates do not offer, and have not offered, franchises in any other line of business. ORION may reacquire franchise units from time to time. In November, 2011, ORION reacquired a franchise unit located in Sioux Falls, South Dakota. ORION no longer operates such franchise unit. The South Dakota agent for service of process for ORION is CT Corporation System, 319 South Coteau Street, Pierre, South Dakota 57501-3108. A list of all agents for service of process is located within Exhibit J 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, 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 or Land Mark programs described above in the food service industry. Your business also will be affected by its location, including location and visibility of the Unit within the premises in which it is situated, the locations of competing food service businesses, your financial and managerial capabilities, your promotion of the Unit, availability of labor, changes that may occur in market traffic patterns, demographic or cultural conditions, consumer values and behavior and other factors.

Before training begins, you must obtain, and at all times during the term of the franchise you must keep in force, all necessary licenses and permits required by public authorities. You must comply with all federal, state, and local restaurant, food safety and handling, sanitation, menu and food labeling, public accommodations, building codes, fire safety, labor and all other laws, rules, and regulations regulating the Franchise, the Unit, and the business operated from it. You should also familiarize yourself with federal, state and local laws of a more general nature, which may affect the operation of your franchise.

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

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

Chairman of the Board of Directors ~~and Chief Executive Officer~~: Frank Orfanello

Mr. Orfanello was appointed as Chairman of the Board of Directors of ORION in December 2014 ~~and~~. He served as Chief Executive Officer ~~in~~from September 2018 until March 2019. 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.

Director: Steve Watkins

Mr. Watkins has been a Director of ORION since February 2002. He was Chief Executive Officer of ORION from March 2014 to September 2018, 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.

~~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,~~ Director and Chief Executive Officer: Keith Kinsey

Mr. Kinsey has been Chief Executive Officer and a Director of ORION since April 2019. He served as CEO, President and a Director of Portillo's Restaurants in Chicago, Illinois from June 2015 to October 2018. He held several positions at Noodles and Company in Denver, Colorado from May 2005 to May 2015, including Director and Chief Operating Officer from May 2008 to May 2015, Chief Financial Officer from May 2005 to April 2012, and President from May 2012 to May 2015.

~~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.

Vice President: Doug George

Mr. George has been a Vice President of ORION since June 2019. He held several positions in his nearly 21 years with Chipotle Mexican Grill of Denver, Colorado, including serving as Director of Purchasing from June 2012 to October of 2018.

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 actions, no litigation is required to be disclosed in this Item.

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 (if required by ORION) (see Items 8 and 11). You must pay all costs for the services of a general contractor you hire, or labor costs for actual installation of such items at the Unit. You must pay all freight costs for such items shipped to you by ORION. ORION also charges 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 may, in limited circumstances, choose to waive or reduce the Installation Assistance 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 described above) will range from $20,000 to $50,000 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 ~~$6,979~~4,664 being the average for such Units opened during our fiscal year ending March ~~31, 2018~~30, 2019). 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 ~~$8,701~~9,741 being

the average for such Units opened during our fiscal year ending March ~~31, 2018~~30, 2019). Except as described above, all fees are uniformly imposed and not refundable under any circumstances.

6. OTHER FEES

OTHER FEES

(1) Name of Fee	(2) Amount	(3) Due Date	(4) Remarks
Sales Promotion Costs	Cost for all marketing materials you are 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. If you renew the Franchise Agreement, you are required to complete reasonable upgrading and refurbishment of your Unit by the beginning of such renewal term. The fee includes 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). 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 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. You 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 you shall be billed for these other means of delivery. ORION also reserves the right to implement fuel or other delivery-related fees, charges or surcharges for orders of less than $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.

Except as described in the above Table, 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.

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

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Training Expenses[A]	$5,500 to $11,000 (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, H]	$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)
Security Deposits, Utility Deposits, Business Licenses and other Prepaid Expenses[E]	(See Note E)	(See Note E)	(See Note E)	(See Note E)
Insurance[F]	$1,500 to $5,000	Lump sum	Before opening	Insurance carriers
Additional Funds (for three months' operations)[G]	$26,000 to $51,000	As incurred	As incurred	ORION, Vendor, Employees, Suppliers, Utilities
TOTAL	$59,500 to			(See Note I)

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(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
	$140,000			

Notes to Table, above:

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

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

C. Before training begins, you must acquire and install in the Unit equipment, signage, fixtures, furnishings and related items you purchase from ORION or other approved sources that meets ORION's specifications in accordance with ORION's standards. ORION estimates that the total cost of such items will range from $20,000 to $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 may be required to 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. Installation of your Unit at a retail facility you own or lease should require no additional security deposits, utility deposits or business licenses, but may require you to obtain a food permit if you do not already have one. The costs to obtain a food permit will likely vary dramatically depending on the state, county and city where you are located, and we have no way of providing a single estimate of such costs, if applicable.

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

G. This estimates your total expenses, including labor costs, food and supply costs (less initial inventory), promotional expenses, and quality control expenses, over 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. ORION has relied upon its more than 20 years of experience in the business to compile these estimates.

H. 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.

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

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8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase from ORION or its affiliate your entire requirement of available Ingredients and Supplies for preparation of Products, and certain packaging and sales promotion materials, for your Unit. ORION or its affiliates will initially set and retains the right to periodically change prices for Ingredients and Supplies. Prices may vary by region and/or in some instances additional distribution charges or purchase surcharges may be added to your orders. See Item 6. To assure uniformity, and common standards of trademark usage, throughout the System, you must purchase all signage and cabinetry which bears ORION's Trademarks or otherwise incorporates ORION's trade dress from sources ORION expressly authorizes in advance, which may include ORION or its affiliates. ORION may, in its sole discretion, require you to use the IGNG System at your Unit. If ORION requires you to use the IGNG System at your Unit, you must purchase the hardware and software related to the IGNG System that that allows you to track customer traffic at each public entrance to the Host Facility, scan and report all items made, discarded, and sold at the Unit, and report such other designated business information ORION requires, all in accordance with the IGNG System and that meets the standards and specifications ORION establishes and is from such sources as ORION designates, which may include ORION or its affiliates. If ORION requires you to use the IGNG System, 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 ~~31, 2018~~30, 2019, ORION's revenues from required purchases from all franchisees in all of its programs were $79,~~190,328~~740,255 or ~~81.2~~83.1% of its total revenues of ~~$97,532,162~~96,000,618 during that period. ORION's affiliates did not receive any revenue from direct franchisee purchases and leases during such fiscal year. ORION estimates that your expense for required purchases (including Ingredient costs, Supplies, and required advertising materials) will account for up to 85% of the total expenses to establish your Unit, and 43% to 59% of the total ongoing expenses to operate your Unit on an ongoing basis. Your ongoing expenses include expenses for labor, utilities, equipment depreciation, supplies, insurance, and services (among others) in addition to required purchases. There are currently no purchasing or distribution cooperatives.

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

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

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

scheduled, you must pay ORION's expenses, if any, caused by the delay and your franchise may be terminated.

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.

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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
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 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. ORION does not charge you interest or finance charges for your use of such portion of the Equipment Package or require you to grant any security interest to ORION, and no person (other than you) is required to guarantee your obligations under the Equipment

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

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

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

In select cases where ORION, in its sole discretion, deems it advantageous, ORION may offer equipment procurement assistance under its "Equipment Into Food" program 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 equipment procurement assistance under its "Equipment Into Food" program is identical to that described for the "Free on Loan" program listed above. If ORION, in its sole discretion, elects to offer equipment procurement assistance under its "Equipment Into Food" program, ORION will determine what portion of the equipment will be purchased under the "Equipment Into Food" program. If you are a "Equipment Into Food" franchisee, you must purchase the portion of the equipment subject to the "Equipment Into Food" program and sign an

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Equipment Purchase Agreement (see Exhibit C). "Equipment Into Food" franchisees must purchase the entire requirement of available ~~Orion~~ORION Ingredients, packaging, Products and Supplies required for the Unit at a cost equal to ORION's standard prices for similarly-situated customers with similar conditions and operating parameters, plus an additional $0.50 surcharge for each Personal Size Dough Disk/Doughball/Finished Pizza purchased from ORION, and an additional $1.00 surcharge for each Medium Size and Large Size Dough Disk,/Doughball/Finished Pizza purchased from ORION, which such surcharges will be used as repayment of the equipment purchase price. In addition, any rebates such franchisee may earn from ORION shall also be credited towards the outstanding balance of the equipment purchase price until the equipment purchase price has been paid in full. Upon receipt of payment in full of the equipment purchase price, ORION will remove the above-described surcharges and return the franchisee to the appropriate Ingredient, packaging, Product and Supply pricing applicable to the Unit. The equipment purchase price will be payable in full if the Equipment Purchase Agreement or the Franchise Agreement for the Unit is terminated. All expenses concerning the establishment of the Unit including any other additional equipment you may purchase, all fees, and all leasehold improvement expenses, are solely the franchisee's responsibility. ORION does not charge franchisees interest or finance charges for any equipment purchased pursuant to the "Equipment Into Food" program or require such franchisees to grant any security interest to ORION, and no person (other than the franchisee) is required to guarantee the obligations under the Equipment Purchase Agreement. Franchisees must pay the Installation Assistance Fee and all other installation fees to establish a Unit participating in the "Equipment Into Food" program, and must pay for all freezers and coolers, tile work, sinks and smallware utensils required by ORION. Franchisees are also solely responsible for all leasehold improvement work for the "Equipment Into Food" Unit, including all expenses incurred, plus the timely scheduling and completion of the work by qualified contractors. The Equipment Purchase Agreement provides that the franchisee will be responsible for maintaining such equipment in good and substantial repair. Upon any default under the Equipment Purchase Agreement and/or Franchise Agreement, ORION may terminate the Equipment Agreement and/or Franchise Agreement, upon which franchisee must pay ORION the then-current outstanding balance of the equipment purchase price within 10 days of the termination date.

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 and/or "Equipment Into Food" 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) Your right to establish and operate an ORION Franchise is granted for a specific Host Facility which is described in the introductory paragraph of the Franchise Agreement before it is signed. Prior to entering into a Franchise Agreement, ORION will conduct a site survey of the proposed Host Facility where the Unit will be located and evaluate your application and the site survey to determine if the site is awarded an ORION Franchise, 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. All equipment, signage, fixtures, furnishings and related items must be acquired from ORION or other approved sources, and must meet ORION's specifications and be in accordance with ORION's standards. See Items 5 and 7. ORION will typically notify you whether the Host Facility is awarded an ORION Franchise within 39 days of completing the site survey. If the proposed Host Facility is not approved by ORION, then you will not be awarded an ORION Franchise for the proposed Host Facility. ORION does not assist you with locating a Host Facility for the operation of a Unit, nor does it assist you with the negotiating of a purchase or a lease for a Host Facility site. In reviewing the proposed Host Facility, ORION considers, among other items, the following factors: location, visibility, surrounding businesses, current business needs, population, zoning, and the condition of the property and facilities. 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 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 ORION Ingredients, Supplies or Products, using the ORION System. 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 and supplies – Franchise Agreement, Section 11. The initial inventories and supplies must be acquired from ORION or its affiliates in accordance with ORION's specifications. See Items 5 and 7;

(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

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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. Trainings for franchisees opening multiple sites may be conducted at one Unit. A list of ORION's Education staff may be found on Exhibit H.

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,

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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 K.

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,

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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 may, in our sole discretion, require you to use the IGNG System at your Unit. If we require you to use the IGNG System at your Unit, we will grant to you a non-exclusive, non-transferable license to use the IGNG System and related components and software pursuant to a separate license agreement (the "IGNG License Agreement") (see Exhibit D), and you must enter into the IGNG License Agreement and utilize the IGNG System in connection with your operation of the Unit. If we require you to use the IGNG System at your 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). If we require you to use the IGNG System at your Unit, 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 ~~77.8~~80 days (with ~~77.8~~81.3 days being the average for Units opened during our fiscal year ending March ~~31, 2018~~30, 2019). 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, territorial protections against competition or any other exclusive rights. You may face competition from other franchisees, from units that we own, or from other channels of distribution or competitive Brands that we control.

ORION and its affiliates may use or license others to use the System, Trademarks and Brands, including those listed in Attachment A of your Franchise Agreement, at any other location (including in your market area). ORION in the past has offered franchises and/or non-franchise licenses under variations of the Brands listed in this Disclosure Document, as well as other Brands including "Moose Bros.," "Pizza Patrol," "Stone Willy Pizza House," "Mean Gene's Pizza," and "MacGregor's Market". Some of these franchises are still in operation, but none is owned by ORION. ORION has offered non-franchise licenses for very small-scale fully assembled frozen food Products with very limited support from ORION under the "Hot Stuff Foods Xpress" Brand from February 2010 through October 2011. ORION and its affiliates also currently sells and intends to continue selling certain Brands of its pizza, sandwich, bakery, and associated Products through brokers and distributors, and through joint marketing arrangements with other food product providers. ~~ORION and its affiliates~~

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 (including your market area). One or more of these competing outlets may already be located in proximity to your proposed Unit. The principal business address for these other concepts is the same as ORION's principal business address stated in Item 1. ORION does not currently maintain or plan to maintain physically separate offices or training facilities for these other concepts.

Land Mark (an affiliate of ORION) also licenses others to sell its food (including pizzas, sandwiches, appetizers, burritos, breakfast croissants and biscuit sandwiches) and associated products from outlets under other brands, including the "Piccadilly Circus Pizza" brand. Land Mark and its affiliates also currently sells and intends to continue selling its food and associated products under other brands, including "Day'N Night Bites", through brokers and distributors. These food items and associated products may compete with your Unit in the food service industry (including your market area), and may already be sold from outlets or locations located in proximity to your proposed Unit. The principal business address for Land Mark's operations is 1007 Okoboji Avenue, Milford, Iowa 51351.

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

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

~~ORION also franchises/licenses others to operate outlets under other brands, including the "Pääve'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. 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.

You 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

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Trademark	Registration Number	Registration Date
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
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
GOURMET GRUB HOT STUFF PIZZA	5,287,949	9/12/17
CHOPZ BY HOT STUFF	5,392,855	1/30/18

In October 2017, ORION applied for federal registration of the trademark "IMPULSE SMOOTHIES." The United States Patent and Trademark Office assigned this application serial number 87/645034, 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.

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

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

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. If ORION requires you to use the IGNG System at your Unit, 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.

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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.

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

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 one additional

Provision		Section in Franchise or Other Agreement	Summary
			term of five years on the five-year anniversary of the Commencement Date if you are not in breach of the Franchise Agreement (or any related agreement) and neither ORION nor you has given written notice of termination at least 90 days prior to the renewal date. The Franchise may also be extended under a new and possibly different form of agreement (which may be substantially different from the original agreement), but only by mutual consent. ORION may refuse to renew or extend
c.	Requirements for you to renew or extend	Sections 3, 7	Renewal or extension requires agreement of both parties. You must be in compliance 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

Provision	Section in Franchise or Other Agreement	Summary
		Franchise Agreement; removing the Unit or any Brands operating from it or any of its Equipment from the Host Facility; failure to operate Unit for three or more consecutive days; failure to order or receive deliveries of supplies or food ingredients from ORION for 45 or more days; performing an unauthorized transfer; misrepresentations or omission of material information on your franchise application; should the Unit and/or its Host Facility be destroyed or rendered unusable by wind, fire, flood, or other natural or man-made calamity; you become insolvent or bankrupt; you, any manager of the Unit or any of your employees fail to successfully complete any required training; you (or one of your principal officers, directors, managers, partners, members or shareholders) are convicted or plead guilty or no contest to any charge or violation of any law relating to the Unit or of any felony; or you perform any act, or fail to take an action, that impairs or threatens to impair the goodwill of ORION, its system, brand or trademarks

Provision		Section in Franchise or Other Agreement	Summary
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 (unless otherwise agreed to by ORION) 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)
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

Provision		Section in Franchise or Other Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s.	Modification of the agreement	Section 19	Agreement cannot be modified by conduct of parties; can be modified only by writing signed by both parties
t.	Integration/merger clause	Section 19	Franchise Agreement provides that it supersedes and cancels all other understandings or agreements. 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 and costs of goods records received from franchisees, Table 1 below sets forth financial performance information based on the unaudited information provided during ~~ORION's~~the 2018 ~~fiscal~~calendar year ~~(March 26, 2017 to March 31, 2018)~~ by ~~471~~502 U.S.A. eligible reporting ORION Units. As of ~~May 23, 2018~~June 20, 2019, a total of ~~471~~502 of ~~989~~1,108 total possible Units provided usable sales and costs of goods sold records to ORION for ~~ORION's~~the 2018 ~~fiscal~~calendar year. The information provided by these ~~471~~502 reporting Units were used to develop the information for this Item 19. The ~~989~~1,108 total possible Units include all ORION Units operational as of ~~March~~December 31, 2018~~, the end of ORION's 2018 fiscal year~~, other than the franchise units operating under ORION's "Päävo's Pizza" franchise program, and other than those operating on US Military Bases both domestic and foreign, and those that closed during ~~ORION's~~the 2018 ~~fiscal~~calendar year (~~63~~94 Units closed during ~~ORION's~~the 2018 ~~fiscal~~calendar year; of these ~~63~~94 Units, ~~6~~3 Units closed after being open less than 12 months). The information provided in this Item 19 also does not include any information related to any licenses or products offered or sold by Land Mark (including under the "Piccadilly Circus Pizza" and "Day'N Night Bites" brands). None of the Units included in Table 1 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 eligible reporting Unit opened for business in ~~March~~December 2018; not all eligible reporting Units were therefore operational during the entirety of ~~ORION's~~the 2018 ~~fiscal~~calendar year. The ~~471~~502 eligible reporting Units consist of the Units that utilized ~~a~~ORION's IGNG 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~~the 2018 ~~fiscal~~calendar year. Not all Units utilized this system during ~~ORION's~~the 2018 ~~fiscal~~calendar year, and the financial performance information included in Table 1 below does not include financial performance information for any Units that did not utilize this system during ~~ORION's~~the 2018 ~~fiscal~~calendar year. The ~~471~~502 eligible reporting Units submitted ~~126,164~~151,467 daily sales and cost of goods sold reports for ~~ORION's~~the 2018 ~~fiscal~~calendar year utilizing ~~this~~the IGNG system. These sales and costs of goods sold reports were compiled and summarized to obtain the financial performance information for each reporting Unit during ~~ORION's~~the 2018 ~~fiscal~~calendar year. A total of ~~179~~217 of the ~~471~~502 eligible reporting Units (~~38~~43%) achieved or surpassed the stated (average) annual Gross Profit percentage of ~~58.9~~55.3%. A total of ~~130~~383 of the ~~471~~502 eligible reporting Units (~~27.6~~76%) achieved or surpassed the stated (median) monthly annual Gross Profit percentage of ~~59.7~~53.2%.

Note that, as described in further detail herein, the financial performance information included in Table 1 below is based on sales and cost of goods sold information provided to ORION by the reporting Units. Accordingly, the financial performance information set forth in Table 1 below is based solely upon the sales and costs of goods sold information uniformly made available to ORION and the methodologies described in the notes to the table. There is likely additional financial performance information that was

F2019-B HS PIZZA CA FDD

not uniformly reported or otherwise made available to ORION that could materially and adversely affect the financial performance information reported on Table 1. As a result, the financial performance information set forth in Table 1 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 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 1 and the notes to such table, together with additional qualifying information and disclosures, follow below.

Table 1 –
Hot Stuff ~~FY2019~~FY2020-A FDD
Financial Performance Representations
All Eligible Reporting Units ~~- Orion FY2018~~ 2018 Calendar Year Data

	Annualized -------- 471502 Units ------				Monthly -------- 471502 Units ------			
	Annual. Average For All Reporting Units	% of Total Revenue (Average)	Annual Median For All Reporting Units	% of Total Revenue (Median)	Monthly Average For All Reporting Units	% of Total Revenue (Average)	Monthly Median for All Reporting Units	% of Total Revenue (Median)
Retail Revenue[1]	$152,454177,580	100.0%	$127,881137,420	100.0%	$12,70414.798	100.0%	$10,65711.452	100.0%
Cost of Goods Sold[2]	$62,72979,381	41.144.7%	$51,50664,372	40.346.8%	$5,2276,615	41.144.7%	$4,2925,364	40.346.8%
Gross Profit[3]	$89,72598,199	58.955.3%	$76,37673,049	59.753.2%	$7,4778,183	58.955.3%	$6,365087	59.753.2%

	Annualized -------- 471502 Units ------	Monthly -------- 471502 Units -----
Highest Retail Revenue[1]	$913,563717,006	$76,13059,751
Lowest Retail Revenue[1]	$1,064553	$24346

Neither costs (other than costs of goods sold) 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 Yearcalendar year 2018 performance data supplied by Units operating within Convenience Stores, Grocery Stores and other facilities. See additional notes in Item 19 for other information concerning this table.

Table 1 Notes

Table 1 above refers to ~~463~~495 eligible reporting Convenience Store Units, and 87 eligible reporting Grocery Store Units or those operating in other facilities, of ~~989~~1,021 total Units possible.

Table 1 represents the reported average/median annualized and monthly performance for the ~~471~~502 Units in the overall group, as well as the reported highest/lowest annualized and monthly Retail Revenue for the ~~471~~502 Units in the overall group.

(1) Retail Revenue:

We believe that all revenue information supplied on Table 1 includes only revenues derived by the reporting Units from the sale of ORION Products during ~~ORION's~~the 2018 ~~fiscal~~calendar 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 reported average/median monthly or annualized values for Retail Revenue for the reporting Units. The highest Retail Revenue and lowest Retail Revenue included for the reporting Units is also shown on the tables.

(2) Cost of Goods Sold:

The stated values on Table 1 is the reported average/median monthly or annualized Cost of Goods Sold for the reporting Units shown on the table during ~~ORION's~~the 2018 ~~fiscal~~calendar 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.

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 financial performance representations will be made available to the prospective franchisee upon reasonable request.

The table above reflects reported average/median financial performance information 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 table. Your individual results may differ. There is no assurance that you'll achieve the results from operations stated in the table.

Factors such as the accessibility, visibility, traffic flows, structure, physical layout, design and location of the Host Facility will affect your business performance. Similar factors pertaining to the location of the Unit within the Host Facility, the commitment and capabilities of the management of the Host Facility and the Unit's local competitive circumstances and market share, and other factors are unique to each Unit and may significantly impact the financial performance of the Unit and the contribution from ORION's marketing programs. Seasonality may be a factor for some franchisees.

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 table 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 Tim Schendel, 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 ~~31, 2018,~~ 30, 2019, under all of these programs (other than ORION's "Päävo's Pizza" franchise program, which is offered under a different Disclosure Document listing ~~9~~11 operating Units as of March ~~31, 2018~~30, 2019) approximately 1,~~081~~108 licensed units were open for business (~~942~~972 franchised Units listed in this disclosure document, and ~~139~~136 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. The tables below do not include any information related to any licenses or products offered or sold by Land Mark (including under the "Piccadilly Circus Pizza" and "Day'N Night Bites" brands).

Table 1. ORION's Systemwide Outlet Summary
For Years FY ~~2016~~2017 to FY ~~2018~~2019

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 ~~2016~~2017	~~829~~882	~~882~~917	~~53~~35
	FY 2018	917	942	25
	FY 2019	942	972	30
Company Owned	FY 2017	0	0	0
	FY 2018	0	0	0
	FY 2019	0	0	0
Total Outlets	FY 2017	882	917	35
	FY 2018	917	942	25
~~Company Owned~~	~~FY 2016~~	~~0~~	~~0~~	~~0~~
	~~FY 2017~~	~~0~~	~~0~~	~~0~~
-	~~FY 2018~~	~~0~~	~~0~~	~~0~~
~~Total Outlets~~	~~FY 2016~~	~~829~~	~~882~~	~~53~~
-	~~FY 2017~~	~~882~~	~~917~~	~~35~~
	FY ~~2018~~2019	~~917~~942	~~942~~972	~~25~~30

Note: A list of all franchisees and the addresses and telephone numbers of all of their Units are included in this Disclosure Document as Exhibit F. Included in this Disclosure Document as Exhibit F is a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of the ~~118~~ franchisees who had a Unit transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during ORION's most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. Exhibit F also lists such information for those outlets for which a Franchise Agreement has been signed, but were not yet operational at the end of ORION's most recently completed fiscal year or that were never opened, but for which a Franchise Agreement had been signed. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Table 2. Transfer of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years FY ~~2016~~2017 to FY ~~2018~~2019

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	F2017~~F2016~~	~~1~~0
-	~~F2017~~	~~0~~

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	F2018	1
~~Alaska~~	~~F2016~~F2019	~~0~~2
Alaska-	F2017	2
	F2018	0
~~Arizona~~	~~F2016~~F2019	0
Arizona-	F2017	1
	F2018	1
~~Arkansas~~	~~F2016~~F2019	~~3~~1
Arkansas-	F2017	3
	F2018	3
~~Colorado~~	~~F2016~~F2019	~~1~~0
-Colorado	F2017	1
	F2018	0
~~Florida~~	~~F2016~~F2019	~~0~~1
Florida-	F2017	0
	F2018	1
~~Georgia~~	~~F2016~~F2019	0
Georgia-	F2017	1
	F2018	0
~~Idaho~~	~~F2016~~F2019	0
Idaho-	F2017	0
	F2018	1
~~Illinois~~	~~F2016~~F2019	~~2~~0
Illinois-	F2017	3
	F2018	1
~~Indiana~~	~~F2016~~F2019	0
Indiana-	F2017	1
	F2018	0
~~Iowa~~	~~F2016~~F2019	0
-Iowa	F2017	2
	F2018	0
~~Kansas~~	~~F2016~~F2019	~~2~~1
Kansas-	F2017	1
	F2018	0
~~Kentucky~~	~~F2016~~F2019	~~1~~00
Kentucky-	F2017	0
	F2018	2
~~Louisiana~~	~~F2016~~F2019	0
	~~F2017~~	~~0~~
	~~F2018~~	~~0~~
Michigan	F2017~~F2016~~	~~2~~1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
-	~~F2017~~	~~1~~
	F2018	0
	F2019	0
Minnesota	F2017~~F2016~~	~~45~~
-	~~F2017~~	~~5~~
	F2018	4
	F2019	7
Mississippi	F2017~~F2016~~	~~32~~
-	~~F2017~~	~~2~~
	F2018	0
	F2019	1
Missouri	F2017~~F2016~~	~~01~~
-	~~F2017~~	~~1~~
	F2018	0
	F2019	0
Montana	F2017~~F2016~~	~~12~~
-	~~F2017~~	~~2~~
	F2018	2
	F2019	0
Nebraska	F2017~~F2016~~	~~42~~
-	~~F2017~~	~~2~~
	F2018	1
~~Nevada~~	~~F2016~~F2019	~~13~~
-	~~F2017~~	~~0~~
-	~~F2018~~	~~0~~
New Mexico	F2017~~F2016~~	0
	~~F2017~~	~~0~~
	F2018	0
~~North Carolina~~	~~F2016~~F2019	~~01~~
	~~F2017~~	~~0~~
	~~F2018~~	~~0~~
North Dakota	F2017~~F2016~~	~~13~~
-	~~F2017~~	~~3~~
	F2018	2
~~Ohio~~	~~F2016~~F2019	1
Ohio-	F2017	0
	F2018	1
	F2019	0
Oklahoma	F2017~~F2016~~	~~12~~
-	~~F2017~~	~~2~~
	F2018	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	F2019	1
South Carolina -	F2017~~F2016~~	~~0~~1
	~~F2017~~	~~1~~
	F2018	1
	F2019	0
South Dakota -	F2017~~F2016~~	~~2~~6
	~~F2017~~	~~6~~
	F2018	2
~~Texas~~	~~F2016~~F2019	~~3~~10
Texas- 	F2017	1
	F2018	1
	F2019	8
Virginia	F2017~~F2016~~	~~5~~0
	~~F2017~~	~~0~~
	F2018	0
	F2019	0
Washington -	F2017~~F2016~~	~~2~~1
	~~F2017~~	~~1~~
	F2018	1
	F2019	0
West Virginia -	F2017~~F2016~~	1
	~~F2017~~	~~1~~
	F2018	0
	F2019	1
Wisconsin -	F2017~~F2016~~	~~7~~3
	~~F2017~~	~~3~~
	F2018	6
	F2019	6
Wyoming	F2017~~F2016~~	0
	~~F2017~~	~~0~~
	F2018	1
~~Total~~	~~F2016~~F2019	~~57~~2
Total- 	F2017	46
	F2018	32
	F2019	46

Table 3. Status of Franchise Outlets
For Years FY ~~2016~~2017 to FY ~~2018~~2019

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
~~Alabama~~	~~F2016~~	~~24~~	~~4~~	~~0~~	~~1~~	~~0~~	~~0~~	~~27~~
-Alabama	F2017	27	5	0	0	0	0	32
	F2018	32	2	0	0	0	1	33
~~Alaska~~	~~F2016~~F2019	~~12~~33	~~0~~9	0	~~0~~1	0	1	~~11~~40
Alaska-	F2017	11	0	0	1	0	1	9
	F2018	9	0	0	1	0	1	7
~~Arizona~~	~~F2016~~F2019	~~13~~7	0	0	0	0	0	~~13~~7
Arizona-	F2017	13	1	0	0	0	0	14
	F2018	14	1	0	1	0	0	14
~~Arkansas~~	~~F2016~~F2019	~~9~~14	~~1~~4	~~0~~1	0	0	~~0~~1	~~10~~16
Arkansas-	F2017	10	0	0	0	0	1	9
	F2018	9	0	0	0	0	1	8
~~California~~	~~F2016~~F2019	~~2~~8	1	0	0	0	~~0~~2	~~3~~7
California -	F2017	3	1	0	0	0	0	4
	F2018	4	1	0	0	0	0	5
~~Colorado~~	~~F2016~~F2019	~~9~~5	~~1~~3	0	0	0	0	~~10~~8
-Colorado	F2017	10	0	0	0	0	0	10
	F2018	10	0	0	0	0	3	7
~~Florida~~	~~F2016~~F2019	7	~~0~~4	0	0	0	~~2~~1	~~5~~10
Florida-	F2017	5	1	0	0	0	0	6
	F2018	6	2	2	0	0	0	6
~~Georgia~~	~~F2016~~F2019	~~8~~6	~~3~~1	0	~~2~~0	0	0	~~9~~7
Georgia-	F2017	9	5	0	0	0	0	14
	F2018	14	10	1	0	0	0	23
~~Idaho~~	~~F2016~~F2019	~~21~~23	~~4~~6	~~0~~1	0	0	1	~~24~~27
Idaho-	F2017	24	1	0	0	0	1	24
	F2018	24	0	0	0	0	1	23
~~Illinois~~	~~F2016~~F2019	~~25~~23	~~2~~1	0	0	0	~~1~~4	~~26~~20
-Illinois	F2017	26	2	1	0	0	1	26
	F2018	26	1	1	4	0	2	20
~~Indiana~~	~~F2016~~F2019	20	~~3~~1	0	~~1~~3	0	2	~~20~~16
Indiana-	F2017	20	4	1	0	0	2	21
	F2018	21	4	0	0	0	1	24

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
~~Iowa~~	~~F2016~~F2019	~~19~~24	~~3~~1	0	~~2~~0	0	~~1~~5	~~19~~20
Iowa	F2017	19	4	0	1	0	2	20
	F2018	20	3	0	1	0	2	20
~~Kansas~~	~~F2016~~F2019	~~25~~20	~~0~~3	0	0	0	0	~~25~~23
Kansas	F2017	25	1	0	0	0	5	21
	F2018	21	3	0	0	0	1	23
~~Kentucky~~	~~F2016~~F2019	~~11~~23	~~6~~1	0	0	0	1	~~16~~23
Kentucky	F2017	16	4	0	0	0	2	18
	F2018	18	1	0	0	0	1	18
~~Louisiana~~	~~F2016~~F2019	~~4~~18	2	0	~~0~~2	0	~~1~~3	~~5~~15
Louisiana	F2017	5	3	0	0	0	1	7
	F2018	7	1	0	0	0	0	8
~~Maryland~~	~~F2016~~F2019	~~0~~8	~~0~~1	0	0	0	~~0~~2	~~0~~7
Maryland	F2017	0	0	0	0	0	0	0
	F2018	0	1	0	0	0	0	1
~~Michigan~~	~~F2016~~F2019	~~19~~1	~~2~~0	0	~~1~~0	0	0	~~20~~1
Michigan	F2017	20	0	1	0	0	0	19
	F2018	19	0	0	0	0	4	15
~~Minnesota~~	~~F2016~~F2019	~~88~~15	~~6~~1	0	~~3~~5	0	0	~~91~~11
Minnesota	F2017	91	5	0	1	0	2	93
	F2018	93	7	0	2	0	2	96
~~Mississippi~~	~~F2016~~F2019	~~16~~96	~~3~~7	0	2	0	~~2~~5	~~15~~96
Mississippi	F2017	15	4	0	0	0	1	18
	F2018	18	2	0	0	0	0	20
~~Missouri~~	~~F2016~~F2019	~~27~~20	~~6~~8	0	~~4~~0	0	~~0~~1	~~29~~27
Missouri	F2017	29	5	0	3	0	4	27
	F2018	27	0	0	1	0	0	26
~~Montana~~	~~F2016~~F2019	~~30~~26	~~1~~0	0	0	0	~~0~~1	~~31~~25
Montana	F2017	31	1	1	0	0	0	31
	F2018	31	2	0	0	0	0	33
~~Nebraska~~	~~F2016~~F2019	~~31~~33	~~7~~1	0	~~0~~1	0	~~1~~0	~~37~~33

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
Nebraska-	F2017	37	3	0	1	0	0	39
	F2018	39	2	0	2	0	3	36
~~Nevada~~	~~F2016~~F2019	~~1~~36	~~0~~3	0	0	0	~~0~~2	~~1~~37
Nevada-	F2017	1	1	0	0	0	0	2
	F2018	2	1	0	0	0	0	3
~~New~~	~~F2016~~F2019	~~5~~3	~~1~~0	0	0	0	0	~~6~~3
New ~~Mexico~~	F2017	6	1	0	0	0	0	7
Mexico	F2018	7	0	0	0	0	0	7
~~North~~	~~F2016~~F2019	~~21~~7	~~3~~0	0	0	0	0	~~24~~7
North ~~Carolina~~	F2017	24	3	0	0	0	0	27
Carolina	F2018	27	0	0	0	0	0	27
~~North~~	~~F2016~~F2019	~~75~~27	~~5~~3	0	~~0~~2	0	0	~~80~~28
North ~~Dakota~~	F2017	80	9	0	0	0	1	88
Dakota	F2018	88	8	0	1	0	0	95
~~Ohio~~	~~F2016~~F2019	~~14~~95	~~0~~8	0	~~0~~3	0	~~0~~1	~~14~~99
Ohio-	F2017	14	0	0	0	0	0	14
	F2018	14	1	0	0	0	0	15
~~Oklahoma~~	~~F2016~~F2019	~~28~~15	~~5~~1	0	0	0	~~0~~1	~~33~~15
Oklahoma -	F2017	33	2	0	1	0	2	32
	F2018	32	1	0	0	0	3	30
~~Oregon~~	~~F2016~~F2019	~~2~~30	~~0~~4	0	0	0	~~0~~4	~~2~~30
Oregon-	F2017	2	0	0	0	0	0	2
	F2018	2	0	0	0	0	0	2
~~Pennsylvania~~	~~F2016~~F2019	~~1~~2	0	0	0	0	0	~~1~~2
Pennsylvania-	F2017	1	0	0	0	0	0	1
	F2018	1	0	0	0	0	0	1
~~South~~	~~F2016~~F2019	~~18~~1	~~2~~0	0	~~1~~0	0	0	~~19~~1
South ~~Carolina~~	F2017	19	1	1	0	0	1	18
Carolina	F2018	18	4	0	0	0	1	21
~~South~~	~~F2016~~F2019	~~75~~21	~~5~~1	0	0	0	~~1~~2	~~79~~20
South	F2017	79	6	0	2	0	0	83

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
~~Dakota~~								
Dakota	F2018	83	12	0	3	0	3	89
~~Tennessee~~	~~F2016~~F2019	~~5~~89	~~0~~4	0	~~1~~0	0	~~0~~2	~~4~~91
Tennessee	F2017	4	1	0	0	0	0	5
	F2018	5	1	0	0	0	0	6
~~Texas~~	~~F2016~~F2019	~~47~~6	~~5~~0	~~1~~0	~~7~~0	0	~~4~~0	~~40~~6
Texas	F2017	40	5	2	0	0	1	42
	F2018	42	4	3	1	0	2	40
~~Utah~~	~~F2016~~F2019	~~2~~40	~~0~~7	0	0	0	~~0~~1	~~2~~46
Utah	F2017	2	0	0	0	0	0	2
	F2018	2	1	0	0	0	0	3
~~Virginia~~	~~F2016~~F2019	~~14~~3	~~2~~0	0	0	0	~~1~~0	~~15~~3
Virginia	F2017	15	1	1	0	0	0	15
	F2018	15	1	0	0	0	0	16
Washington	~~F2016~~F2019	~~19~~16	~~3~~1	0	~~0~~4	0	~~0~~1	~~22~~12
Washington	F2017	22	3	0	0	0	1	24
	F2018	24	0	0	0	0	0	24
~~West~~	~~F2016~~F2019	~~9~~24	~~0~~2	0	0	0	~~0~~1	~~9~~25
West ~~Virginia~~	F2017	9	1	0	0	0	0	10
Virginia	F2018	10	1	0	0	0	2	9
~~Wisconsin~~	~~F2016~~F2019	~~64~~9	~~5~~1	0	0	0	~~1~~0	~~68~~10
Wisconsin	F2017	68	13	1	0	0	7	73
	F2018	73	8	1	3	0	0	77
~~Wyoming~~	~~F2016~~F2019	~~9~~77	~~1~~13	0	~~1~~2	0	~~0~~2	~~9~~86
Wyoming	F2017	9	1	0	0	0	0	10
	F2018	10	1	0	0	0	0	11
~~Total~~	~~F2016~~F2019	~~829~~11	~~92~~1	~~1~~0	~~26~~0	0	~~20~~0	~~874~~12
Total	F2017	874	98	9	10	0	36	917
	F2018	917	87	8	20	0	35	942
	F2019	942	104	2	25	0	47	972

Table 4. Status of Company-Owned Outlets
For Years FY ~~2016~~2017 to FY ~~2018~~2019

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Total	F2017~~F2016~~	0	0	0	0	0	0
	F2018~~F2017~~	0	0	0	0	0	0
	~~F2018~~F2019	0	0	0	0	0	0

Table 5. Projected New Franchised Outlets
As of March ~~31, 2018~~30, 2019 End of Orion FY ~~2018~~2019

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	~~1~~2	~~4~~6	0
Arizona	0	6	0
California	~~0~~3	~~6~~9	0
Colorado	0	~~8~~1	0
Florida	0	~~3~~4	0
Georgia	~~5~~1	~~10~~7	0
Idaho	0	~~2~~1	0
Illinois	1	~~11~~4	0
Indiana	0	~~6~~2	0
Iowa	~~0~~1	6	0
~~Kansas~~	~~0~~	~~6~~	~~0~~
Kentucky	~~0~~1	~~6~~3	0
Louisiana	0	~~4~~2	0
~~Michigan~~	~~1~~	~~1~~	~~0~~
Minnesota	~~1~~0	~~8~~1	0
Mississippi	~~0~~4	~~4~~6	0
Missouri	0	~~8~~7	0
~~Montana~~	~~1~~	4	~~0~~
Nebraska	0	~~3~~2	0
North Carolina	~~5~~0	~~19~~4	0
North Dakota	0	~~6~~7	0
~~Ohio~~	~~1~~	~~2~~	~~0~~
Oklahoma	~~1~~0	~~6~~5	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
~~Oregon~~	~~0~~	~~2~~	~~0~~
South Carolina	0	~~10~~ 2	0
South Dakota	~~1~~ 2	~~5~~ 1	0
Tennessee	0	~~8~~ 1	0
Texas	~~3~~ 1	~~16~~ 5	0
~~Utah~~Virginia	0	1	0
Washington	0	2	0
Wisconsin	~~1~~ 0	~~8~~ 7	0
Wyoming	1	~~6~~ 2	0
Total	~~23~~ 17	~~197~~ 107	0

1) The figures provided in Table 5 are as of March ~~31, 2018~~30, 2019, and the projections are for ORION's newly-established fiscal year that begins on ~~April 1, 2018~~March 31, 2019 and ends 364 days thereafter on March ~~30, 2019~~28, 2020.

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

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

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

Our audited financial statements for the period from March ~~29, 2015 to March 26, 2016, and the period from March~~ 27, 2016 to March 25, 2017, ~~and~~ the period from March 26, 2017 to March 31, 2018, and the period from April 1, 2018 to March 30, 2019 prepared according to United States Generally Accepted Accounting Principles, and related report of our independent public accountants are included in Exhibit E.

~~The unaudited balance sheet and income statement of ORION for the period ended October 27, 2018 are also included in Exhibit E. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.~~

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, a sample Equipment Purchase Agreement is included at Exhibit C, and a sample IGNG License Agreement is included at Exhibit D.

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: _____

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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 ("Ingredients") and packaging ("Packaging") items and certain materials ("Supplies") used to prepare and package a distinctive and proprietary line of prepared food items ("Products") for resale to the public at a station or facility (the "Unit") typically located within a host business or other facility ("Host Facility"). 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) We reserve all rights not specifically granted to you in this Agreement. You will not receive an exclusive territory, any territorial protections or any other exclusive rights pursuant to this Agreement. You may face competition from other third-party brands and chains, from other ORION franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

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 one additional renewal term of five years on the Initial Expiration Date, if and only if you are not in breach of this Agreement (or any related agreement) at the Initial Expiration Date, and if neither of us has given the other written notice at least 90 days before the Initial Expiration Date that it does not wish to renew this Agreement. A successor agreement may be executed at the conclusion of the initial term only by our mutual consent and using the form of Agreement we are then using 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. Subject to ORION's approval, you may set your hours of operation, such hours to include all dayparts for the Brand(s) listed in Attachment A.

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 certain Units (the "Intelligent Grab n Go System" or "IGNG System"). We may, in our sole discretion, require you to use the IGNG System at your Unit. If we require you to use the IGNG System at your Unit, we will grant to you a non-exclusive, non-transferable license to use the IGNG System and related components and software pursuant to a separate license agreement (the "IGNG License Agreement"), and you must enter into the IGNG License Agreement and utilize the IGNG System in connection with your operation of the Unit. You must report all information collected by the IGNG System to us as provided in Section 12(b).

(d) 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.

(e) 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.

(f) If this Agreement is renewed for an additional five-year term pursuant to Section 3(b), you must complete reasonable Brand upgrades and refurbishments to your Unit,

as we may designate, by the beginning of such renewal term. 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. Deliveries will generally be made every other week and dates and times of delivery may be subject to change.

(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 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 will not be required to pay us a fee for this initial training, but you must bear any costs incurred by you in connection with this training. You, 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) If we require you to use the IGNG System at your Unit, 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 (unless otherwise agreed to by us) 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); and

(c) pay us all sums you then owe us.

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

BREAKFAST	LUNCH	DINNER
Products as Periodically Specified by ORION	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
	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
	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 Products as Periodically Specified by ORION	Other Products as Periodically Specified by ORION

ATTACHMENT B-5

CHIX CHICKEN XPRESS BRAND MENU

BREAKFAST	LUNCH	DINNER
Products as Periodically Specified by ORION	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

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 I 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 operating expenses, or other costs or expenses (other than costs of goods sold) 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 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.

Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A

LIST OF EQUIPMENT

EXHIBIT C

EQUIPMENT PURCHASE AGREEMENT

EQUIPMENT PURCHASE AGREEMENT

This **EQUIPMENT PURCHASE AGREEMENT** dated _____, is made between ORION FOOD SYSTEMS, L.L.C., ("Orion" or "Franchisor,"), located at 2930 West Maple Street, Sioux Falls, SD 57107, and _____ ("_____" or "Franchisee") located at _____, collectively "the parties".

Orion and Franchisee are parties to an Orion Franchise Agreement (the "Franchise Agreement') for a food service business located at _____ (the "Unit").

In consideration of the mutual promises contained in this Agreement, Orion hereby sells to Franchisee, and Franchisee purchases, the equipment described in Appendix A ("Equipment"), for the total purchase price set forth therein, subject to any change orders agreed to by Franchisee and Orion and subject to the following:

1. **Title, Possession and Responsibilities.**

   (a) Subject to the terms of this Agreement, Orion sells, and Franchisee purchases the Equipment as of the date the Equipment is delivered to Franchisee.

   (b) Franchisee takes ownership of the Equipment and assumes responsibility for the operation and maintenance of the Equipment from the date the Equipment is delivered to Franchisee in good and working order. Franchisee shall be responsible for all upkeep and maintenance of the Equipment after delivery. Franchisee will be solely responsible to the public and to all regulatory agencies having jurisdiction over the operation of the Equipment for compliance with any applicable laws, taxes or regulations.

   (c) During the term of the Franchisee Agreement, Franchisee will use the Equipment primarily for the purpose of operating Franchisee's business under the Franchise Agreement at the Unit.

2. **Payment.** The "Payment Period" of this Agreement is a period beginning on the delivery date of the Equipment and ending when the Equipment Purchase Price is paid in full. For purposes of this Agreement, the Equipment Purchase Price, means the total purchase price of the Equipment described in Appendix A, supplemented by any change orders agreed to by Franchisee and Orion. During the Payment Period, Franchisee will purchase from Orion the entire requirements of available Orion Ingredients, Packaging, Products, and Supplies (as defined in the Franchise Agreement) required for the Unit at a cost equal to Orion's standard prices for similarly-situated customers with similar conditions and operating parameters (which may differ from other Orion customers) of Orion Ingredients, Packaging, Products, and Supplies (as published periodically by Orion) plus an additional $0.50 surcharge for each Personal Size Dough Disk/Doughball/Finished Pizza purchased from Orion, and an additional $1.00 surcharge for each Medium Size and Large Size Dough Disk,/Doughball/Finished Pizza purchased from Orion, such surcharges shall be payment for the Equipment Purchase Price of the Equipment described herein. For purposes of clarification, Orion and Franchisee agree that only the revenue received from the above-described surcharges shall be used to pay the Equipment Purchase Price. Until the outstanding balance of the Equipment Purchase Price has been paid by Franchisee to Orion in full, any rebates Franchisee may earn from Orion shall also be credited towards the outstanding balance of the Equipment Purchase Price. Franchisee may also terminate the Payment Period through payment to Orion of the then remaining outstanding balance of the Equipment Purchase Price. Upon receipt of payment in full of the Equipment Purchase Price, Orion shall remove the above-described surcharges and return Franchisee to the appropriate Ingredient, Packaging, Product, and Supply pricing applicable to this Unit.

3. **Performance Obligations.**

   (a) Franchisee agrees that its continuing rights under this Agreement are conditioned upon Franchisee's compliance with the Franchise Agreement and with Orion's System. Failure to abide by these terms and conditions are grounds for termination of this Agreement and/or the Franchise Agreement for good cause by Orion, with all the consequences thereto.

(b) If this Agreement or the Franchise Agreement is terminated by either party before the Payment Period expires or is terminated early in accordance with Section 3, Franchisee will, purchase the Equipment at the then current outstanding balance of the Equipment Purchase Price with payment due within 10 days of the termination date.

4. **Condition and Maintenance of Equipment.** The Equipment will be in good and functional operating condition upon delivery, and Franchisee will, at its sole expense, keep and maintain the Equipment in good and substantial repair.

5. **Observance of Laws.** Franchisee will observe all safety rules and other requirements of regulatory bodies having jurisdiction with respect to the Equipment and will pay all fines that may be duly and lawfully imposed or assessed by reason of the Franchisee's failure to comply with these rules, regulations and orders.

6. **Substitution of Equipment.** If the Equipment becomes worn out, damaged by accident, or rendered unusable for the purposes stated herein and in the Franchise Agreement, then Franchisee must replace the Equipment at Franchisee's expense, and Franchisee's obligations under this Agreement will remain unchanged. The replacement Equipment is automatically added to Appendix A.

7. **Warranties.** Orion passes along any and all applicable manufacturer's warranties for the Equipment described herein.

8. **Governing Law and Dispute Resolution.** This Agreement is made in South Dakota and shall be governed by South Dakota law. 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. Each party consent to personal and subject matter jurisdiction in the courts defined in this paragraph and waives any objection on any basis to jurisdiction or venue in such courts.

Each undersigned individual represents and warrants that he/she is authorized to execute this Agreement as an Orion officer or as an authorized representative of Franchisee. This Agreement is not effective until it is fully executed.

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

APPENDIX A: EQUIPMENT LIST

See Attached

EXHIBIT D

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**.

(a) Licensee agrees to purchase and install, at Licensee's expense, all equipment, components and software required by ORION to operate the IGNG System in accordance with the standards and specifications established from time to time by ORION, including without limitation, such equipment, components and software needed for Licensee to track customer traffic at each public entrance to the Host Facility, scan and report all items made, discarded, and sold at the Unit, and report such other designated business information ORION requires from time to time. All such equipment, components and software must meet the standards and specifications ORION establishes and/or be from sources ORION designates. ORION may sell these items to Licensee at a profit, and prices are subject to change. All such equipment, components and software must be installed and maintained by competent contractors, at Licensee's expense. Licensee will operate and maintain such equipment, components and software strictly in accordance with the standards and specifications established by ORION, and Licensee agrees to install any upgrade or change to such equipment, components or software that ORION may periodically specify, at Licensee's expense. Licensee must also purchase and maintain, at Licensee's expense, such data communication services (including, but not limited to, an internet connection and/or cellular service) that are needed to operate the IGNG System and that allow Licensee to transmit the information collected thereby to ORION, all in accordance with the standards and specifications ORION establishes and/or from sources ORION designates.

(b) Licensee agrees that the IGNG System is ORION's exclusive and valuable property. Licensee agree that ORION has established trademark rights to various forms of the IGNG name and/or name and design. Licensee agrees that 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")

Sig._____

Name: _____

Title: _____

Date:_____

_____
("Licensee")

Sig._____

Name: _____

Title: _____

Date: _____

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EXHIBIT E

FINANCIAL STATEMENTS

Financial Statements and Independent Auditor's Report

Orion Food Systems, L.L.C.

March 30, 2019, March 31, 2018 and March 25, 2017

Contents

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Independent Auditor's Report

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

Report on the Financial Statements
We have audited the accompanying financial statements of Orion Food Systems, L.L.C. (a South Dakota Limited Liability Company) which comprise the balance sheets as of March 30, 2019, March 31, 2018 and March 25, 2017 and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Orion Food Systems, L.L.C. as of March 30, 2019, March 31, 2018 and March 25, 2017 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.

Sioux Falls, South Dakota
May 17, 2019

FINANCIAL STATEMENTS

Orion Food Systems, L.L.C.

BALANCE SHEETS

(In thousands)

	March 30, 2019	March 31, 2018	March 25, 2017
ASSETS			
Current assets			
Cash and cash equivalents	$ 545	$ 971	$ 940
Restricted cash	-	98	188
Accounts receivable, net	4,117	3,804	3,747
Inventories	4,768	5,787	4,899
Prepaid expenses	552	349	1,254
Total current assets	9,982	11,009	11,028
Property, plant and equipment, net	16,788	17,326	18,727
Intangible assets, net	5,017	5,483	5,950
Goodwill, net	3,792	4,451	5,111
Total assets	$ 35,579	$ 38,269	$ 40,816
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)			
Current liabilities			
Accounts payable	$ 6,483	$ 7,171	$ 6,166
Accrued expenses	1,225	1,458	2,187
Current portion of capital lease obligations	622	583	585
Current portion of long-term debt	500	2,104	1,714
Total current liabilities	8,830	11,316	10,652
Long-term debt, less current portion and unamortized debt issuance costs	18,727	17,837	19,855
Capital lease obligations, less current portion	2,146	2,155	2,087
Total liabilities	29,703	31,308	32,594
Member's equity			
Contributed capital	15,025	15,025	15,025
Accumulated deficit	(9,149)	(8,064)	(6,803)
Total member's equity	5,876	6,961	8,222
Total liabilities and member's equity	$ 35,579	$ 38,269	$ 40,816

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

Orion Food Systems, L.L.C.

STATEMENTS OF OPERATIONS

(In thousands)

	Year ended March 30, 2019	Year ended March 31, 2018	Year ended March 25, 2017
Net sales	$ 96,041	$ 97,144	$ 91,681
Cost of sales	59,629	60,704	56,664
Gross margin	36,412	36,440	35,017
Operating expenses			
Selling and distribution expenses	24,997	25,511	25,960
General and administration expenses	8,873	8,708	8,041
Amortization of intangible assets and goodwill	1,125	1,127	1,126
Management fees and other	266	266	266
Total operating expenses	35,261	35,612	35,393
Income (loss) from operations	1,151	828	(376)
Other income (expense)			
Interest expense	(2,241)	(2,170)	(2,104)
Other income (expense), net	6	81	342
Loss before income taxes	(1,084)	(1,261)	(2,138)
Income tax expense	(1)	-	-
Net loss	$ (1,085)	$ (1,261)	$ (2,138)

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

Orion Food Systems, L.L.C.

STATEMENTS OF MEMBER'S EQUITY

(In thousands)

	Contributed Capital	Accumulated Deficit	Total Member's Equity
Balance at March 26, 2016	$ 15,025	$ (4,665)	$ 10,360
Net loss	-	(2,138)	(2,138)
Balance at March 25, 2017	15,025	(6,803)	8,222
Net loss	-	(1,261)	(1,261)
Balance at March 31, 2018	15,025	(8,064)	6,961
Net loss	-	(1,085)	(1,085)
Balance at March 30, 2019	$ 15,025	$ (9,149)	$ 5,876

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

Orion Food Systems, L.L.C.

STATEMENTS OF CASH FLOWS

(In thousands)

	Year ended March 30, 2019	Year ended March 31, 2018	Year ended March 25, 2017
Cash flows from operating activities			
Net loss	$ (1,085)	$ (1,261)	$ (2,138)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities			
Depreciation	4,051	4,771	5,185
Amortization of intangibles and goodwill	1,125	1,127	1,126
Amortization of deferred financing costs	196	119	126
Payment-in-kind interest	94	117	91
(Gain) loss on disposal of property, plant and equipment	(6)	1	290
Changes in operating assets and liabilities			
Restricted cash	98	90	131
Accounts receivable, net	(312)	(58)	423
Inventories	1,060	(835)	(328)
Prepaid expenses	(202)	904	(49)
Accounts payable	(599)	922	1,156
Accrued expenses	(234)	(729)	(80)
Net cash provided by operating activities	4,186	5,168	5,933
Cash flows from investing activities			
Purchases of property, plant and equipment	(3,102)	(2,814)	(2,592)
Proceeds from sale of property, plant and equipment	114	69	43
Net cash used in investing activities	(2,988)	(2,745)	(2,549)
Cash flows from financing activities			
Payments on long-term debt	(2,104)	(3,064)	(3,811)
Borrowings on capex loan	1,100	1,200	700
Principal payments on capital lease obligations	(620)	(528)	(486)
Net cash used in financing activities	(1,624)	(2,392)	(3,597)
Net increase (decrease) in cash and cash equivalents	(426)	31	(213)
Cash and cash equivalents			
Beginning of period	971	940	1,153
End of period	$ 545	$ 971	$ 940
Supplemental cash flow information			
Cash paid for interest	$ 1,904	$ 2,190	$ 1,886
Cash paid for taxes	-	-	-
Supplemental schedule of noncash financing activities			
Property, plant and equipment acquired through capital leases	$ 680	$ 712	$ 603

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

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Orion Food Systems, L.L.C. (the "Company") is a subsidiary of Orion Food Systems Holdings, L.L.C., and is a franchisor and licensor of retail food service concepts, and manufactures and distributes products for sale in retail food service locations under its own brands as well as for others. Additionally, the company manufactures food products for sale by others under private label, licensing and contract manufacturing agreements.

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

Cash and Cash Equivalents

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

Restricted Cash

Pursuant to the December 2014 debt agreement, the Company was required to maintain a restricted cash account in the amount of future capital lease interest payments as established at the time of the agreements. As a result of the subsequent refinancing discussed in Note I, the restricted cash was released.

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 30, 2019, March 31, 2018 and March 25, 2017.

Inventories

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

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 D.

Long-Lived Assets Impairment Assessments

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

Goodwill

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

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Deferred Financing Costs

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

Revenue Recognition

Revenue is primarily derived from the sale 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 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.

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 $600, $653 and $695 for the years ended March 30, 2019, March 31, 2018 and March 25, 2017. Advertising costs are included as a component of selling and distribution expenses in the statements of operations.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs of $832, $853 and $621 are included within general and administration expenses in the statements of operations for the years ended March 30, 2019, March 31, 2018 and March 25, 2017.

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 statements of operations. Shipping and handling costs in cost of sales were $499, $146 and $185 for the years ended March 30, 2019, March 31, 2018 and March 25, 2017. Shipping and handling costs included within selling and distribution expenses were $8,099, $7,481 and $7,357 for the years ended March 30, 2019, March 31, 2018 and March 25, 2017.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Income Taxes

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

Orion Food Systems Holdings, L.L.C. follows the asset and liability method of accounting for income taxes whereby deferred tax assets and deferred tax liabilities are recognized for the effects of taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. The deferred taxes, income tax receivable (liability) and related benefit (expense) are reflected in the financial statements as if the Company filed federal and state tax returns separately from the consolidated group. There is no reserve for uncertain tax positions recorded on the Company's financial statements as of March 30, 2019, March 31, 2018 and March 25, 2017.

Fair Value of Financial Instruments

The Company considers that the carrying amounts of financial instruments, including accounts receivable, accounts payable and accrued liabilities, approximate 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 financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The Company evaluated its March 30, 2019 financial statements for subsequent events through May 17, 2019, the date the financial statements were available to be issued. Other than the events described in Note I, the Company is not aware of any subsequent events which would require recognition or disclosure in the financial statements.

NOTE B – INVENTORIES

Inventories consist of the following:

	March 30, 2019	March 31, 2018	March 25, 2017
Raw materials	$ 856	$ 801	$ 720
Finished goods	2,785	3,673	2,823
Equipment	1,127	1,313	1,356
	$ 4,768	$ 5,787	$ 4,899

NOTE C – PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	March 30, 2019	March 31, 2018	March 25, 2017
Buildings and improvements	$ 6,115	$ 6,115	$ 6,115
Equipment	14,365	12,319	10,503
Store furniture and fixtures	9,344	9,081	8,481
Automobiles	1,271	1,171	1,087
Tractors, trailers and copiers under capital leases	5,505	4,921	4,330
	36,600	33,607	30,516
Less accumulated depreciation	(19,812)	(16,281)	(11,789)
	$ 16,788	$ 17,326	$ 18,727

Accumulated amortization on equipment under capital leases at March 30, 2019, March 31, 2018 and March 25, 2017 was $3,123, $2,216 and $1,466. Amortization expense is included within depreciation expense and is recorded in the statements of operations based on the nature of the asset.

NOTE D – GOODWILL AND INTANGIBLE ASSETS

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, $660 and $659 for the years ended March 30, 2019, March 31, 2018 and March 25, 2017. The amounts and accumulated amortization of goodwill are as follows:

	March 30, 2019	March 31, 2018	March 25, 2017
Goodwill	$ 6,595	$ 6,595	$ 6,595
Accumulated amortization	(2,803)	(2,144)	(1,484)
Goodwill, net	$ 3,792	$ 4,451	$ 5,111

NOTE D – GOODWILL AND INTANGIBLE ASSETS – Continued

Trademarks/tradenames and franchise agreements

	March 30, 2019			
	Gross carrying value	Accumulated amortization	Book value	Weighted average useful life
Trademarks/tradenames	$ 3,300	$ (935)	$ 2,365	15 Years
Franchise agreements	3,700	(1,048)	2,652	15 Years
Total intangible assets	$ 7,000	$ (1,983)	$ 5,017	

	March 31, 2018			
	Gross carrying value	Accumulated amortization	Book value	Weighted average useful life
Trademarks/tradenames	$ 3,300	$ (715)	$ 2,585	15 Years
Franchise agreements	3,700	(802)	2,898	15 Years
Total intangible assets	$ 7,000	$ (1,517)	$ 5,483	

	March 25, 2017			
	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	

Amortization expense was $466, $467 and $467 for the years ended March 30, 2019, March 31, 2018 and March 25, 2017. At March 30, 2019 future estimated amortization expense related to goodwill and intangible assets, by fiscal year, are as follows:

2020	$ 1,126
2021	1,126
2022	1,126
2023	1,126
2024	1,126
Thereafter	3,179
Total	$ 8,809

NOTE E – FINANCING ARRANGEMENTS

Long-term debt consists of the following:

	March 30, 2019	March 31, 2018	March 25, 2017
Term Loan A	$ 3,460	$ 4,685	$ 5,865
Second Amendment Term Loan	4,200	4,950	5,663
Capex Term Loan B	-	-	171
Capex Term Loan D	771	900	-
Capex Term Loan E	1,400	-	-
Capex Draw Loan	-	300	1,000
Senior Subordinated Term Loan	9,396	9,302	9,185
Deferred financing costs, net	-	(196)	(315)
	19,227	19,941	21,569
Less current maturities of long-term debt	(500)	(2,104)	(1,714)
Total long-term debt	$ 18,727	$ 17,837	$ 19,855

As a result of the Company entering into a subsequent financing agreement as discussed in Note I, the Company is excluding the short-term obligation of the prior debt facilities from current liabilities.

Term Loan A

In December of 2014, the Company executed a term loan with a lender in the amount of $9,800. The term loan was payable in quarterly installments beginning April 1, 2015 until due on December 24, 2019. Interest on the term loan was variable and was 8.50% at March 30, 2019.

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. In February of 2016, the Company executed this option through an amendment to the loan agreement. This term loan was payable in quarterly installments beginning July 1, 2016 until due on December 24, 2019. Interest on this term loan was variable and was 9.00% at March 30, 2019.

Capex loans

The Company had the option to draw funds up to $4,000 pursuant to capex loans until December 31, 2018 in which the lender would make one or more advances to the Company for capital expenditures. Any such advances on capex loans were to be interest only for advances made in the respective calendar year. The principal amount of the capex loan converted to a new term loan on the last day of each respective calendar year and was payable in equal monthly installments over seven years. Interest was variable on the capex loans and was 8.5% at March 30, 2019. As of March 30, 2019, the Company had borrowed $3,500 on the capex loan since the inception of the credit agreement. The capex loans were to mature on December 24, 2019, at which time any remaining principal would have been due.

NOTE E – FINANCING ARRANGEMENTS – Continued

Revolving Credit Agreement

In December of 2014, the Company entered into a revolving credit agreement with a lender. The revolving credit agreement allowed for maximum borrowings of $5,000, subject to a defined borrowing base that was based on accounts receivable and inventories. There was no balance on the revolving credit agreement as of March 30, 2019. Interest on this revolving credit agreement was at the Company's option of Prime + 2.5% or LIBOR + 3.5%. Any amounts outstanding on the revolving credit agreement would have been due in full on December 24, 2019.

The Company had the option to post letters of credit from the revolving loan commitment as defined in the agreement. As of March 30, 2019, there are no issued letters of credit outstanding.

The Term Loan A, Second Amendment Term Loan, Capex loans and Revolving Credit Agreement were collateralized by substantially all assets of the Company and contained covenants that required the Company to maintain certain financial levels and ratios.

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. Interest on the loan was 10% cash interest and 1% deferred interest. The deferred interest was compounded quarterly and capitalized as principal on the first business day of each calendar quarter during the term of the note. The principal balance of the loan, plus accrued and unpaid interest, was payable on June 23, 2020. The senior subordinated note was unsecured and was subject to certain required financial levels and ratios.

Subsequent Financing Agreement

To finance the acquisition discussed in Note I, the Company executed a financing agreement on April 1, 2019 with a lender consisting of a term loan in the amount of $50,000 and a revolving credit facility in a principal amount not to exceed $7,000. On April 1, 2019, $500 was advanced from this revolving credit facility. In addition to financing this acquisition, these funds were used for refinancing all existing indebtedness of the Company. The term loan is payable in quarterly installments of $125 beginning June 28, 2019 until maturity on April 1, 2024. Interest on the term loan shall be variable. The term loan agreement requires an annual prepayment of 50% of the Company's excess cash flow until the term loan is repaid in full as defined in the agreement. Each mandatory prepayment is due 3 days following the delivery of the audited financial statements to the lender for the prior fiscal year beginning with the fiscal year ending March 28, 2020. The mandatory prepayments are to be applied to the outstanding balance of the term loan. This financing agreement is collateralized by substantially all assets of Orion Food Systems Holdings, L.L.C. and its subsidiaries and contains covenants that requires Orion Food Systems Holdings, L.L.C. to maintain certain financial levels and ratios. In accordance with the terms of the financing arrangement, this term loan and revolving credit facility have been pushed down to Orion Food Systems, L.L.C.

NOTE E – FINANCING ARRANGEMENTS – Continued

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

2020	$ 500
2021	500
2022	500
2023	500
2024	500
2025	48,000
Total	$ 50,500

NOTE F – INCOME TAXES

Components of the net deferred tax assets and liabilities at March 30, 2019, March 31, 2018 and March 25, 2017 are as follows:

	2019	2018	2017
Deferred tax assets (liabilities)			
Net operating loss carryforwards	$ 1,456	$ 1,219	$ 1,738
Intangible assets	(10)	(9)	(15)
Goodwill	318	258	316
Prepaid expenses	(136)	(87)	(450)
Property, plant and equipment	(233)	(200)	(227)
Accrued compensation and benefits	12	48	98
Allowance for excess or obsolete inventories	24	30	41
Other	117	95	89
Transaction costs	382	422	685
Valuation allowance	(1,930)	(1,776)	(2,275)
	$ -	$ -	$ -

At March 30, 2019, the Company had net operating loss carryforwards for U.S. federal income tax purposes of $5,883 which will expire during fiscal years 2035 through 2039. A valuation allowance has been recorded with respect to net deferred tax assets, including net operating loss carryforwards, as future realization of benefits is uncertain. On December 22, 2017, the Tax Cuts and Jobs Act was enacted into law, which reduced the federal corporate income tax rate to 21% for tax years beginning after December 31, 2017. This change in the federal tax rate decreased the Company's net operating loss carryforwards, but had no effect on the balance sheets, statements of operations or statements of cash flows of the Company.

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 30, 2019, March 31, 2018 and March 25, 2017. 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 30, 2019, March 31, 2018 and March 25, 2017, the Company did not recognize any expense for interest and penalties on uncertain tax positions.

NOTE G – EMPLOYEE BENEFIT PLANS

Defined Contribution 401(k) Plan

The Company has a defined contribution 401(k) plan available to all employees meeting the plan's eligibility requirements. The plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Contributions are made by participating employees and at the option of the Company. Participants may contribute up to 100% of their eligible monthly compensation, subject to annual IRS limitations. The Company makes a matching contribution equal to 50% of participating employee contributions, 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 $155, $169 and $142 for the years ended March 30, 2019, March 31, 2018 and March 25, 2017.

NOTE H – COMMITMENTS AND CONTINGENCIES

Purchase Commitments

At March 30, 2019, the Company has commitments to purchase raw materials and equipment totaling $1,423 with certain vendors during the year ending March 28, 2020. The Company has also entered into a naming rights agreement for $25 annually through 2026.

Litigation, Disputes and Claims

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

Operating Leases

The Company is obligated under a warehouse building and certain tractor operating leases. Lease expense was $1,024, $1,006 and $1,126 for the years ended March 30, 2019, March 31, 2018 and March 25, 2017. Future minimum rental payments under non-cancelable operating leases as of March 30, 2019, by fiscal year, are as follows:

2020	$ 156
2021	11
Total	$ 167

NOTE H – COMMITMENTS AND CONTINGENCIES – Continued

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 30, 2019, by fiscal year, are as follows:

2020	$	860
2021		748
2022		436
2023		645
2024		505
Thereafter		305
Total	$	3,499
Less amounts representing interest		(731)
Present value of net minimum lease payments	$	2,768
Current portion of capital lease obligations		(622)
Capital lease obligation, less current portion	$	2,146

NOTE I – SUBSEQUENT EVENTS

On April 1, 2019, Orion Food Systems Holdings, L.L.C., the parent company of Orion Food Systems, L.L.C., entered into an agreement to purchase 100% of the issued and outstanding ownership interests of Land Mark Products, Inc. (LMI), with the intent of continuing operations. The purchase accounting related to the acquisition has not been completed as the estimated fair market value of the assets and liabilities has not yet been determined by the Company. To finance this acquisition, the Company executed a financing agreement with a lender consisting of a term loan in the amount of $50,000 and a revolving credit facility in a principal amount not to exceed $7,000. On April 1, 2019, $500 was advanced from this facility. In addition to financing the acquisition of LMI, these funds are to be used for refinancing all existing indebtedness of the Company, for general working capital purposes and to pay the fees and expenses related to the transaction.

EXHIBIT F

LIST OF FRANCHISEES AND FORMER FRANCHISEES

Orion Food Systems, LLC

Open Franchise Units as of 3/30/19

Cust: St	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 (Petro Star - Sourdough)	561 Salmon Way	99692	907-581-2151	Petro Star Inc. / Sourdough Fuel Inc.
AK	Fairbanks	969787	Sourdough Fuel - Farmers Loop (Petro Star)	245 Farmers Loop Road	99712	907-457-4663	Petro Star Inc. / Sourdough Fuel Inc.
AK	Fairbanks	1158184	Sourdough Fuel - Danby (Petro Star)	1371 Wembley	99701	907-458-0419	Petro Star Inc. / Sourdough Fuel Inc.
AK	Fairbanks	1515030	Sourdough Fuel - Van Horn (Petro Star)	1561 Van Horn	99701	907-456-7798	Petro Star Inc. / Sourdough Fuel Inc.
AK	Fairbanks	1515031	Sourdough Fuel - Airport (Petro Star)	1688 Airport Way	99701	907-452-2379	Petro Star Inc. / Sourdough Fuel Inc.
AK	North Pole	1158183	Sourdough Fuel Beaver Brook (Petro Star)	3330 Badger Road	99705-6119	907-488-2894	Petro Star Inc. / Sourdough Fuel Inc.
AK	Seward	1519410	Essential 1	1801 Seward Highway	99664	907-224-8041	Shoreside Petroleum, Inc.
AL	Alabaster	1520518	Chevron Highway 119 (Plus Investments)	7645 Highway 119 South	35007	205-620-1441	Plus Investments / Plus Holding
AL	Atmore	1521848	Diamond #6	1322 East Nashville Avenue	36502	251-368-5501	Diamond Gasoline Stations, Inc.
AL	Birmingham	1520530	Marathon Lake Shore	200 Frankfurt Circle	35211	205-203-4532	Radhika II, LLC
AL	Boligee	1520287	Xpress Lane #901	17619 County Road 20	35443	205-336-8080	Mississippi Investment Group, LLC / Interstate Foods, Inc.
AL	Butler	969102	GoCo's #1	800 South Mulberry Highway 17	36904	205-459-5775	GOC LTD (GOCO)
AL	Centreville	1520393	Shell	907 Birmingham Road	35042	205-926-9805	Rabbit Express, Inc.
AL	Chatom	788754	GoCo's #4	17050 Jordan Street	36518	251-847-3858	GOC LTD (GOCO)
AL	Clanton	1520673	Exxon Mitchell	942 Lake Mitchell Road	35045	205-755-8811	NAHYAN, Inc.
AL	Coffeeville	1057587	GoCo's #206	1003 Highway 84	36524	251-276-0090	GOC LTD (GOCO)
AL	Daphne (Spanish Fort)	1520626	Chevron Malbis (Hoven)	29805 Highway 181	36691	207-625-3080	Hoven Oil Company, Inc.
AL	Demopolis	1519988	Chevron Demopolis (Parr)	510 Highway 80 East	36732-3072	334 289-3126	Parr's Inc.
AL	Dora	1322167	Texaco Cresview	7656 Highway 78	35062	205-648-9944	Cresview Foods LLC
AL	Dothan	928923	Hobo Pantry #20	3090 Denton Road	36301	334-677-4401	Home Oil Co., Inc.
AL	Eutaw	1520973	Greenetrack Casino Bingo	524 County Road 208	35462	205-372-9318	Greenetrack, Inc.
AL	Gilbertown	969321	GoCo's #2	13620 Choctaw Avenue	36908	251-843-2100	GOC LTD (GOCO)
AL	Greensboro	1519936	Chevron Greensboro (Parr)	1305 State Street	36744-2014	334-624-0887	Parr's Inc.
AL	Holly Pond	1519069	Holly Pond Jet Pep #1	10480 US Highway 278	35083	256-796-5450	Holly Pond Jet Pep
AL	Jackson	1322399	GoCo's #8	322 Commerce Street	36545	251-246-0027	GOC LTD (GOCO)
AL	Jasper	1521721	Chevron Highway 195	3022 Highway 195	35504-3837	205-302-0335	Cresview Foods LLC
AL	Kellyton	1521779	Exxon Kellyton Express	186 US Highway 280 East	35089-3508	256-234-3285	Smiles Unlimited LLC
AL	Livingston	969411	Shell Food Mart #17 (Burns & Burns)	100 South Washington & North Street	35470	205-652-2525	Burns & Burns Oil Inc
AL	Millbrook	1521024	Circle K #2709068	1167 Highway 14	36054	334-290-0494	Circle K Stores, Inc.
AL	Millport	1520552	South Lamar Fuel Center	14025 Highway 96	35576	205-662-1010	South Lamar Fuel Center, LLC
AL	Mobile	1521251	Bebo's Express #6	6377 Old Shell Road	36608-3208	251-308-8339	Klyce Enterprises, Inc.
AL	Montevallo	1521638	Shell Montevallo (Plus Investments)	4640 Highway 25	35115	205-665-2528	Jam Jar, LLC
AL	Opelika	1521013	M&M Grocery	2010 State Highway 169	36804-8755	334-742-9605	R & Y, Inc.

Cust: St	Cust: City	Customer #	Cust: Name 1	Cust: Street	Cust: ZIP	Cust: Tel.	Owner Name 1
AL	Opelika	1521796	JK Foodmart	2420 Lafayette Parkway	36801	334-705-7152	HETVI LLC
AL	Pelham	1520514	Chevron Crossroad(Plus Investments)	3229 Highway 52 West	35124	205-621-6448	Plus Investments
AL	Perdido	1521871	Diamond #18	21480 County Road 47	36562	251-580-3177	Diamond Gasoline Stations, Inc.
AL	Ranburne	1518903	Country Boys	21030 Main Street	36273	256-568-9600	C & D Enterprises, LLC
AL	Reform	1279038	Sprint Mart #4111	101 1st Avenue East	35481	205-375-6301	Victory Marketing, LLC / Sprint Mart
AL	Shelby	1520568	Shelby Country Corner	4155 Highway 47 South	35143	205-669-3550	Hemin International, Inc.
AL	Silas	1520838	Chevron GoCo's #203	6165 Highway 17	36919	251-542-9646	GOC LTD
AL	Sweet Water	969740	GoCo's #5	31516 Alabama Highway 10	36782	334-994-3808	GOC LTD (GOCO)
AL	Thomasville	1520167	Chevron Thomasville (Parr)	34390 Highway 43	36784	334-636-0889	Parr's Inc.
AL	Tuscumbia	1521911	Sprint Mart #40	21731 Highway 72	35674	256-320-1026	Victory Marketing, LLC / Sprint Mart
AL	Wedowee	1520971	Main Street Food Mart	444 North Main Street	36278	256-357-9170	Jay Brahmani, LLC
AL	Wetumpka	1520230	Kwik Sack	597 Coosa River Parkway	36092	334-414-4458	Jai Kru LLC
AL	York	1521134	York Truck Stop	17702 Highway 17 North	36925	205-392-7400	York Truck Stop, LLC
AL	York	1521767	Piggly Wiggly of York	205 Main Street	36925	205-392-4721	Tombigbee Development Group, LLC
AR	Cherry Valley	1326184	Exxon Circle N (Nimocks)	3806 Highway 1	72324	870-588-4273	Nimocks Oil Co., Inc.
AR	Colt	1066364	Exxon Circle N (Nimocks)	8924 Highway 1 North	72326	870-630-2390	Nimocks Oil Co., Inc.
AR	Crawfordsville	1520451	Exxon Circle N (Nimocks)	7611 Highway 64	72327	870-823-5312	Nimocks Oil Co., Inc.
AR	Fort Smith	1270007	Pic N Tote #5	5000 Midland	72904	479-494-0205	Pic N Tote #5
AR	Fort Smith	871403	Pic N Tote #4	8400 Highway 71 South	72903	479-646-2244	Pic N Tote #4
AR	Fort Smith	1324844	Pic N Tote #6	6600 Phoenix	72903	479-478-9192	Pic N Tote Self Serve Stores Inc.
AR	Jonesboro	1520810	Exxon Circle N (Nimocks)	6367 Highway 1 South	72404	870-268-8484	Nimocks Oil Co., Inc.
AZ	Buckeye	1521741	Fast Market #8124 (Empire)	1520 North Varrado Way	85396	623-853-8591	Empire Petroleum Partners LLC (Quik-Way Retail Associates II)
AZ	Cameron	1516611	Speedy's Convenience 101 (Spartin)	Highway 89 & 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	Chevron Old Route 66	1785 South Railroad Springs Boulevard	86001-2492	928-773-8676	Flagstaff Butler Chevron LLC
AZ	Kingman	1518637	Station 66	4115 Thompson Avenue	86409	928-681-8256	Station 66, Inc.
AZ	Lupton (Sanders)	1516614	Speedy's Convenience (Spartin)	I-40 Exit 359 & Grant Road	86508	928-688-2775	Spartin Investments, LLC / Zinget Stores, LLC
AZ	Mesa	1521743	Fast Market #8133 (Empire)	7542 East Sourthern Avenue	85208	480-832-2087	Empire Petroleum Partners LLC (Quik-Way Retail Associates II)
AZ	Phoenix	1521329	7th Street Hotspot Café & Market	16220 North 7th Street	85022	602-942-1037	G&V Investments, LLC
AZ	Phoenix	1521789	Saratoga Market	14600 East Bell Road	85022	480-435-1904	G&V Investments Saratoga
AZ	Pine	883631	Texaco Uncle Tom's	4108 Highway 87	85544-1390	928-476-3535	Uncle Toms Shell (Pine, AZ)
AZ	San Tan Valley	1521744	Fast Market #8141 (Empire)	37657 North Gantzel Road	85140	480-783-3056	Empire Petroleum Partners LLC (Quik-Way Retail Associates II)
AZ	Sanders	1514757	Mustang #7203 (Giant)	36750 Highway 191 South, Unit #1	86512	928-688-2445	Giant Industries Arizona, Inc. / Western Refining Southwest, Inc.

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AZ	Tucson	1514783	Quik Mart #33 (Alvernon)	5642 South Alvernon Way	85706-1931	520-889-0699	Quik Mart Stores, Inc. / Vail Convenience Market LLC
AZ	Tucson	1518490	Quik Mart #27 (Irvington)	10265 East Irvington Road	85730	520-722-1691	Quik Mart Stores, Inc. / Vail Convenience Market LLC
AZ	Tucson	1520512	Shell Oracle Sal Restaurant 1 (Oracle)	5960 North Oracle Road	85704	520-887-6471	Sal Restaurant 1 (Oracle)
AZ	Vail	1514550	Quik Mart #11 / Vail Convenience Market	13142 East Colossal Cave Road	85641	520-762-1009	Quik Mart Stores, Inc. / Vail Convenience Market LLC
CA	El Centro	948834	McNeece Mart #23	478 East Main Street	92244-1280	760-337-2323	McNeece Bros Oil Co
CA	Firebaugh	1521325	Chevron Firebaugh Travel Plaza	15838 Paul Negra Road	93622	209-364-6437	Grand Petroleum, Inc.
CA	Lindsay	1521923	City Food Mart	206 East Honolulu Street	93247	559-562-6523	City Food Mart
CA	San Jose	1521864	Silver Creek Valley Shell (AU Energy Vintners)	5801 Silver Creek Place	95138	408-238-7348	AU Energy, LLC
CA	San Jose	1521865	Capital Shell (AU Energy Vintners)	1601 North Capital Avenue	95132	408-259-7816	AU Energy, LLC
CA	San Luis Obispo	1520797	Conserv Fuel #6103 (Santa Roda)	254 Santa Rosa Street	93405	805-784-0700	Moller Retail, Inc. (Conserv Fuel)
CA	Santa Maria	1520802	Conserv Fuel #6113 (Betteravia)	910 East Betteravia Street	93454	805-314-2966	Moller Retail, Inc. (Conserv Fuel)
CA	Thornton	1514632	J.D. Service Station	9015 Walnut Grove Road	95686	209-794-8993	J.D. Service Stations, Inc.
CO	Alamosa	1521605	Alta #5601	1601 Main Street	81101	303-910-7507	Pester Marketing Company
CO	Bayfield	1393150	Shell Bayfield Truck & Auto Shop	2400 US Highway 160 B	81122	970-884-4094	Pester Marketing Company
CO	Bennett	1515789	Conoco Bennett Travel Shoppe (Service Oil)	1210 South First Street	80102	303-644-3738	The Service Oil Co., Inc.
CO	Burlington	1517065	Travel Shoppe #4 (Service Oil)	415 South Lincoln	80807	719-346-8515	The Service Oil Co., Inc.
CO	Center	1521607	Alta #5111	2006 East 8th Street	81125	719-754-2105	Pester Marketing Company
CO	La Jara	1521606	Alta #5320	320 Spruce Street	81140	719-274-4180	Pester Marketing Company
CO	Monte Vista	1519528	Cenex Ampride Monte Vista Cooperative	1901 US Highway 160 East	81144-9344	719-852-5181	Monte Vista Cooperative
CO	Sterling	1518882	Eagle Convenience #2 (Colorado Retail) (Hwy. 6)	20974 US Highway 6	80751	970-522-8258	Eagle - Colorado Retail Ventures Services, LLC
CO	Wray	1518883	Eagle Convenience #6 (Colorado Retail)	233 North Dexter	80751	970-332-0972	Eagle - Colorado Retail Ventures Services, LLC
CO	Yuma	1518964	Eagle Convenience #5 (Colorado Retail)	600 East Highway 34	80759	970-848-2107	Eagle - Colorado Retail Ventures Services, LLC
FL	Bradenton	1518717	Chevron Bradenton Lakewood Walk (West Coast)	5920 Lakewood Ranch Boulevard	34211	941-739-5300	West Coast Oil, LLC
FL	Callahan	1521742	Fast Market #8176 (Empire)	542322 US Highway 1	32011	904-879-0480	Empire Petroleum Partners LLC (Quik-Way Retail Associates II)
FL	Clearwater	1519927	49th St. Rally	12602 49th Street North	33762	727-573-4428	49th St. Rally, LLC
FL	Edgewater	1521355	Shell Edgewater (Kavya)	3300 South Ridgewood Avenue	32141	386-427-9540	Kavya 1, LLC
FL	Jensen Beach	1521441	Rush Jensen Beach	3245 Federal Highway	34957	772-934-6693	Rush Jensen Beach, LLC
FL	Ocala	1515832	Sunoco Ocala Pit Stop	2711 West Silver Springs Boulevard	34475	352-629-6595	Ocala Pit Stop, Inc.
FL	Tallahassee	1521217	Bradfordville Susie Q's	1500 Bannerman Road	32312-5092	850-894-9912	Suzie Q's (Baldev Bannerman LLC)
GA	Adel	1520706	Quick Change #8 (Susie Q's)	1006 South Elm Street	31620	229-896-2331	Susie Q's (Heny Enterprises, Inc.)

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GA	Appling	1064455	Circle K Store #5586	8125 Appling Harlem Road	30802	706-541-9247	Circle K Stores, Inc.
GA	Athens	1521304	Circle K #2723346	290 US Highway 29 North	30601	706-353-6624	Circle K Stores, Inc.
GA	Augusta	1521305	Circle K 2703174	1947 Gordon Highway	30909	706-738-0079	Circle K Stores, Inc.
GA	Cairo	1521422	Susie Q's #30	45 US Highway 84 East	39828	229-377-1099	Susie Q's (AVA Development LLC)
GA	Camilla	1521425	Susie Q's #70	8 US Highway 19 South	31730	229-336-0099	Susie Q's (AVA Development LLC)
GA	Cohutta	1521504	Circle K #2723612	4187 Highway 2	30710	706-694-2230	Circle K Stores, Inc.
GA	Colquitt	1520879	Ron Cam Food Mart	701 North 4th Street	39837	912-758-6070	Ramapir Krupa LLC
GA	Cumming	1518887	Mobil Quick Stop	3715 Browns Bridge Road	30028	678-513-0084	Marvik 1 Group, LLC
GA	Dallas	1518811	Chevron Bala Food Mart	8806 Cartersville Highway	30132	770-445-5434	Shree Bala, LLC
GA	Dalton	1521582	Circle K #2723604	1200 Cleveland Highway	30721	706-271-0797	Circle K Stores, Inc.
GA	Duluth	1521518	Friendship Mart	4450 Satellite Boulevard	30096	706-217-2734	NRJK, LLC
GA	Fort Gaines	1521674	Georgia Giant Foods	204 Eufaula Road	39851	229-768-2921	Vani Pramukh 2017 Inc.
GA	Griffin	53349	AM PM Express	1601 Williamson Road	30223	770-228-4240	Moheb, Inc.
GA	Grovetown	1521306	Circle K 2701875	3003 Gordon Highway	30813	706-210-9190	Circle K Stores, Inc.
GA	Jackson	1521220	BP Interstate	3128 Highway 36 West	30233-6107	770-775-1194	Royal BP Corp.
GA	Kennesaw	1520536	Swifty Save	1025 Chastain Road Northwest	30144	678-213-2570	Faiz, LLC
GA	Macon	1521462	Circle K #2706771	4001 Northside Drive	31210	478-477-5566	Circle K Stores, Inc.
GA	Moultrie	1521391	Susie Q's #32	1607 Camilla Highway	31768	229-890-1809	Susie Q's (Lloyd Management, LLC)
GA	Nashville	1519445	Shell (Four Guys Convenience LLC - Anderson Oil Co.)	405 South Davis Street	31639	229-543-1418	WF Anderson Oil Co. / Four Guys Convenience, LLC (Operator)
GA	Ringgold	1521491	Circle K #2723615	6855 Battlefield Parkway	30736	706-937-5417	Circle K Stores, Inc.
GA	Rome	1521505	Circle K #2723659	1425 Turner McCall Boulevard	30161	706-291-8176	Circle K Stores, Inc.
GA	Savannah	1521633	Circle K #2705346	2402 Dean Forest Road	31405	919-966-0568	Circle K Stores, Inc.
GA	Stockbridge	1520977	Mobil Food Mart	3441 Mount Zion Road	30281	678-289-4756	Arsh Food & Gas, Inc.
GA	Summerville	1521581	Circle K #2723658	10935 Commerce Street	30747	706-857-3509	Circle K Stores, Inc.
GA	Thomasville	1521083	Susie Q's #20	1334 West Jackson Street	31792	229-226-4473	Susie Q's (AVA Development LLC)
GA	Unadilla	1521181	Reanna Food Mart	991 Second Street	31091	478-627-2703	Kasumbal Food, LLC
IA	Algona	1521286	Chrome Truck Stop, Inc.	211 Highway 18 East	50511	515-295-9191	Chrome Truck Stop, Inc. (Algona, IA)
IA	Arlington	1521813	6 Corners Gas N Grub	300 East Street	50606-9734	563-633-5118	Valley Pines Enterprises, LLC
IA	Clarence	1520936	Sundstop #4	902 Lombard Street	52216	563-452-3535	Sundstop II LLC
IA	Council Bluffs	1521861	Dual Stop 25th	1305 North 25th Street	51501	712-328-9281	NK Corporation
IA	Dubuque	891222	Kwik Stop #72 - Kerper (Rainbo)	2255 Kerper Boulevard	52001-2219	563-582-8803	Rainbo Oil Company
IA	Dubuque	961546	Kwik Stop #78 - Northwest (Pennsylvania) (Rainbo)	4039 Pennsylvania	52002	563-589-0009	Rainbo Oil Company
IA	Dubuque	1520866	Kwik Stop #86 (Twin Valley)	2150 Twin Valley Drive	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	Cenex Ampride	215 North Commercial	50533	515-603-6412	W&H Cooperative Oil Co.

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IA	Eldridge	873816	Big 10 Mart #25 (Molo)	121 South 14th Avenue	52748-0062	563-285-5211	Molo Oil Company
IA	Hiawatha	1101381	Big 10 Mart #19 (Molo)	1225 Boyson Road	52233	319-294-2921	Molo Oil Company
IA	Holstein	1521438	A & A Food & Fuel	203 North Main Street	51025	712-368-9663	A & A Food & Fuel, LLC
IA	Kanawha	130789	Yesway #1036	102 North Main	50447	641-762-3240	Yesway Convenience Stores
IA	Lamoni	1514724	Sodexo @ Graceland College Unit #1	700 College Avenue	50140	641-784-5234	Sodexo, Inc. / Sodexo America, LLC
IA	Lamoni	1519531	Sodexo @ Graceland College Unit #2 Commons	1 University Place	50140	515-419-3445	Sodexo, Inc. / Sodexo America, LLC
IA	Larchwood	811012	Larchwood Mini Mart	836 Holder Street	51241	712-477-2121	Larchwood Mini Mart
IA	Martelle	1520935	Sundstop #1	400 South 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 (Rainbo)	185 Peosta Street	52068	563-582-2466	Rainbo Oil Company
IA	Renwick	1520207	Cenex Renwick Fastway	101 York Avenue	50577	515-824-3400	W&H Cooperative Oil Company
IA	Rock Valley	595001	Pump N Pak	1004 Main Street	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, Inc.
IA	Swea City	1521870	Yesway #1198	101 4th Avenue West	50590	515-870-8181	Yesway Convenience Stores
ID	Arco	1520321	NC Quickstop	216 South Front Street	83213	208-527-3402	NC Quickstop LLC
ID	Ashton	1516640	Ashton Quick Stop	921 North Highway 20	83420	208-538-9088	Acme, Inc.
ID	Buhl	1520625	Oasis Stop N Go #6	102 Clear Lakes Road	83316	208-543-4724	Oasis Stop 'N Go, LLC
ID	Cascade	1064445	Harpo's (Intermountain)	823 South Highway 55	83611-1096	208-382-5023	Intermountain Food Stores, Inc
ID	Challis	1520523	The Village Square	600 Highway 93 South	83226	208-879-4650	TLC Village Square, LLC
ID	Dubois	755786	Phillips 66 Ike's 66	424 West Main Street	83423-0026	208-374-5380	Ike's
ID	Firth	1249382	Hard Times Quick Stop	220 South Main	83236	208-346-4227	Hard Times Quick Stop, LLC
ID	Heyburn	926786	Hub 66	600 West 332 South	83336-0797	208-679-2122	Bailey Oil Co Inc
ID	Idaho Falls	1520743	Sunnyside Travel Plaxa	3365 Outlet Boulevard	83402	208-525-6055	John C Berry & Sons, Inc.
ID	Mackay	1520262	Sammy's Mini Mart / Garden Patch Pizza	318 West Custer Street	83251	208-720-8862	Sammy's Mini Mart LLC
ID	Mountain Home	1521769	Key Mart Corner Store	2392 Canyon Creek Road	83647	208-580-9922	Key Mart, Inc.
ID	Mud Lake	963450	Ike's	1092 East 1500 North	83450-0027	208-663-4441	Ike's
ID	Oakley	1514608	Searle's	106 North Center	83346	208-862-7887	Searle's Market
ID	Paul	1519158	Oasis Stop N Go #15	9 West Ellis	83347	208-438-5314	Oasis Stop 'N Go, LLC
ID	Payette	1514806	Campo's Fast & Easy	931 South Main	83661	208-642-2272	Campo Oil Co., Inc.
ID	Potlatch	1251837	Cenex Four Star Supply Potlatch	120 6th Street	83855	208-875-1251	Four Star Supply, Inc.
ID	Salmon	1519525	Texaco Buddy's	609 Riverfront Drive	83467	208-756-3630	Everette Jones dba Buddy's Texaco
ID	Shelley	951911	The Food Plaza	174 North State	83274	208-357-5152	Hard Times Quick Stop, LLC
ID	Shoshone	1160862	Cenex Valley Wide Cooperative	103 North Rail Street	83352	208-886-7557	Valley Wide Cooperative (Shoshone, ID)
ID	Twin Falls	1520571	Oasis Stop N Go #4	659 Addison Avenue West	83301	208-733-4476	Oasis Stop 'N Go, LLC
IL	Anna	1519928	Rhodes 101 #410	148 Leigh Avenue	62906	618-833-5433	PAJCO, Inc. dba Rhodes 101 Stop
IL	Arenzville	1518842	Ayerco #32 Convenience Center	205 South Henrietta Street	62611	217-997-5560	Illinois Ayers Oil Co.
IL	Astoria	1520314	Klide's Fast Stop	304 West Broadway	61501	309-329-2929	Klide's Inc.

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IL	Aurora	1519958	BP	1207 North Eola Road	60502	630-236-0745	Patel - Shrigi, LLC
IL	Dallas City	776021	Circle K Store #1248	237 West 3rd Street	62330	217-852-3210	Circle K Stores, Inc.
IL	Davis	695560	Shell Express Lane Gas & Food	504 Route 75	61019	815-865-5312	Johnson Oil dba Expresslane Gas & Food Mart
IL	East Dubuque	1516695	Big 10 Mart #6 (Molo)	448 Sinsinawa Ave	61025	815-747-2313	Molo Oil Company
IL	East Moline	1112298	Big 10 Mart #21 (Molo)	1301 13th Avenue	61244-1741	309-755-4315	Molo Oil Company
IL	Grafton	776442	Amoco Food Shop	200 East Main Street	62037	618-786-3417	Medford Oil Co
IL	Henry	1393043	Henry's Phillips 66	1045 University Street	61537	309-364-4555	Ghanshym, Inc.
IL	Hickory Hills	1520169	Shell	8702 South 88th Avenue	60457	708-430-2955	Allmarie, Inc.
IL	Kirkland	1382411	Quick Stop	411 West Main	60146	815-522-3510	Blake Oil Company
IL	Morton	1521469	Morton Food Mart	1800 North Morton Street	61550	847-650-1398	Morton Food Mart, Inc.
IL	Naperville	1519960	BP	901 North Washington Street	60563	630-548-0889	Patel - Diya Om Shakti 1, Inc.
IL	Naperville	1521139	Brookdale Petroleum	1983 Brookdale Road	60563-2077	630-416-4569	Brookdale Petroleum, Inc.
IL	White Hall	685225	Scottys Convenience	201 South Main Street	62092	217-374-2421	Scottys Convenience Inc
IN	Clayton	1519365	Marathon Belleville	1766 East US Highway 40	46118	317-539-6818	Nanak Durbar Corporation
IN	Elkhart	1521008	Gas N Go	2701 West Lexington Avenue	46514	574-333-3098	Gas N Go, LLC
IN	Elkhart	1521377	Mobil Jim Town	2906 County Road 20	46517	574-333-2265	SUM Midwest Petoleum, Inc.
IN	Flora	1179382	Marathon Flora	508 West Columbia	46929	574-967-4830	Flora Maramart
IN	Fort Wayne	1382082	Pride C-Store	3730 Engle Road	46802	260-436-8838	Pride C-Stores Inc.
IN	Greensburg	1521513	D&G Petro	227 West Main Street	47240-1604	317-407-9073	D&G Petro, Inc.
IN	Highland	1515907	Pilot Travel Center #031	8150 Indianapolis Boulevard	46322	219-923-6405	Pilot Corporation (Pilot Travel Centers LLC)
IN	Indianapolis	1520099	Phillips 66 Kentucky Avenue	4375 Kentucky Avenue	46221	347-247-5385	Five Star Oil Inc.
IN	Marion	1516038	BP Marion	4922 South Western Street	46953	765-674-9149	Sweetser Food Mart, Inc.
IN	Middlebury	1520818	Snappy Food Mart	53031 State Road 13	46540	574-532-7585	BOM Petroleum Incorporated
IN	Mishawaka	1516365	BP Twin Branch	4116 Lincolnway East	46544	574-255-4326	Citgo Quik Mart and A Enterprises
IN	Monrovia	1519849	IGA Fraberg's	490 North Chestnut Street	46157-9549	317-996-2587	Fraberg's IGA, Inc.
IN	North Liberty	969911	S&R Lucky Mart	203 North Main Street	46554	574-656-3638	S&R Lucky Mart
IN	Osceola	1521447	Smith Food Mart	30949 Old US Highway 33	46561	574-674-0078	RPM Smith Food Mart, Inc.
IN	Ossian	1520129	Ossian Deli	404 North Jefferson Street	46777	260-622-7499	Schindler & Pursley, Inc.
IN	Plainfield	1521455	Plainfield Oil	1101 West Main Street	46168-9406	317-406-3490	Plainfield Oil, Inc.
IN	Sellersburg	1521085	7 Star Food Mart	492 North Indiana Avenue	47172	812-246-0478	Radhey Krishna Inc.
IN	South Bend	1520548	Country Cupboard	26395 State Road 2	46619	574-287-1990	BBB Petroleum
IN	Wakarusa	1520117	Wakarusa Petroleum	914 East Waterford Street	46573	574-862-1500	Wakarusa Petroleum, Inc.
IN	Worthington	1518111	Country Porch Convenience Store #8	203 South Commercial	47471	812-384-5878	Country Porch Convenience Store, LLC
KS	Colby	1514331	Oasis Travel Plaza	700 West Horton Avenue	67701	785-460-0044	WWWW Inc. Oasis Travel Center
KS	Downs	1516868	Myers Sporting & Supply	267 West US Highway 24	67437	785-454-3520	Myers Sporting & Supply, LLC

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KS	Garden City	1435506	J-Mart #3	3020 Jones Avenue	67846	620-275-0258	J-J Oil Co.
KS	Garden City	1520303	U Pump It #212 Campus Crossing (Tommy's)	2001 East Mary Street	67846	620-276-3308	Tommy's Market (Magic Corner, LLC)
KS	Garden City	1521646	U Pump It #203 (Kansas) (Tommy's)	410 West Kansas Avenue	67846	620-272-0933	Tommy's Market (Magic Corner, LLC)
KS	Goodland	1519665	Cowboy Corner Xpress	1631 Main Street	67735	785-890-7728	WWWW Inc. Cowboy Corner Xpress, LLC
KS	Hoxie	1521559	Stop 2 Shop	1017 Oak Avenue	67740	785-675-3909	Hoxie Stop 2 Shop, LLC
KS	Jetmore	130737	The Pantry (Circle K former Presto)	222 North Main	67854-0368	620-357-8369	Circle K Stores, Inc.
KS	Johnson	1517610	Eagle Convenience #8 (Colorado Retail)	402 East Vanmeter	67855	620-492-1638	Eagle - Colorado Retail Ventures Services, LLC
KS	Lakin	1178102	Tommy's Market	220 East Santa Fe Trail	67860	620-355-7152	Tommy's Market
KS	Leoti	776540	Eagle Convenience #13 (Colorado Retail)	101 South 4th Street	67861	620-375-2290	Eagle - Colorado Retail Ventures Services, LLC
KS	Mayetta	1521230	Nation Station	12285 150th Road	66509	785-966-2719	NS FOODS, LLC (Prairie Band of Potawatomi Entertainment Corporation)
KS	Oakley	1327357	Oakley Heartland Foods	127 Converse	67748	785-672-3205	J.M.P. Co, Inc.
KS	Oakley	1516287	J-J Oil #6	465 US Highway 83	67748	785-672-3900	J-J Oil Co.
KS	Oberlin	1322486	Crossroad's Express	602 East Frontier Parkway	67749	785-475-1075	Fowlers Llc
KS	Phillipsburg	130736	Mac's Kwik Stop	1390 State Street	67661	785-540-4100	Mac's Kwik Stop, Inc.
KS	Pratt	1367705	Cenex Ampride (Kanza)	916 South Main	67124	620-672-6761	Kanza Coop
KS	Saint Francis	918193	Eagle Convenience #12 (Colorado Retail)	2530 Highway 36	67756-0628	785-332-3222	Eagle - Colorado Retail Ventures Services, LLC
KS	Stafford	1287953	Cenex Ampride (Kanza)	433 Martin	67578	620-234-6143	Kanza Coop
KS	Stockton	776007	J Mart Hot Stuff Pizzeria	324 South 2nd	67669-1961	785-425-7062	J-J Oil Co.
KS	Sublette	1520179	U Pump It / The Stockade (Tommy's)	1887 North US Highway 83	67877	620-675-8166	Tommy's Market (Magic Corner, LLC)
KS	Syracuse	1519978	Eagle Travel Stop #11 (Colorado Retail)	204 West Avenue A	67878	620-384-5033	Eagle - Colorado Retail Ventures Services, LLC
KS	Tribune	1518884	Eagle Convenience #7 (Colorado Retail)	117 West Kansas	67879	620-376-2311	Eagle - Colorado Retail Ventures Services, LLC
KY	Booneville	1520739	Valero Tri-State Petroleum #3	110 North Mulberry Street	41314	606-593-7111	Tri-State Petroleum, LLC
KY	Butler	1519606	Shell Butler	10216 Highway 27 North	41006	859-472-6361	Butler Shell Food Mart, LLC
KY	Campton	969992	Apple Market #5011 (GPM)	30 South Kentucky Highway 15	41301	606-668-9500	GPM Investments, LLC
KY	Erlanger	1520325	BP Common Wealth	506 Commonwealth Avenue	41018	859-727-6550	Erlanger Market, Inc.
KY	Flemingsburg	1519699	Apple Market #5012 (GPM)	1103 Elizaville Road	41041	606-845-4100	GPM Investments, LLC
KY	Frankfort	1521705	Skyview Mart	40 Steadmanton Lane	40601	832-382-3920	Chaksi - Skyview Mart LLC
KY	Harrodsburg	1520205	Apple Market #5020 (GPM)	344 South College Street	40330	859-734-4236	GPM Investments, LLC
KY	Hazard	1520223	Super Mart	7351 Highway 15 North	41701	606-439-3936	SuperMart, LLC

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KY	Lexington	1520988	BP Skyline	1065 Newtown Pike	40511	859-624-2944	Chaksi - Skyline BP, LLC
KY	Liberty	1520844	Sallie's Food Mart #2	6544 West State Highway 70	42539	606-787-5686	Patel - Om Jay Jagdish, Inc.
KY	Maysville	1520862	Maysville Smart Stop	4248 AA Highway	41056	606-883-3265	Viking Food Mart, Inc.
KY	McKee	1325183	Apple Market #5003 (GPM)	US Highway 421 North	40447	606-287-8443	GPM Investments, LLC
KY	Paris	1520424	Apple Market #5008 (GPM)	338 East Main Street	40361	859-987-0580	GPM Investments, LLC
KY	Richmond	1521530	Shell WOW Foodmart	1001 Interstate Drive	40475	513-532-8959	Chaksi - WOW! Foodmart, LLC
KY	Sebree	1520854	Eagles	489 Highway 41 North	42455	270-213-2015	AARYA BC Corporation
LA	Denham Springs	1521485	Chevron Juban	27750 Juban Road	70726	225-667-2334	B&B Petroleum, LLC
LA	DeRidder	1246937	Sunshine Exxon Tiger Mart #8	2217 US Highway 171 North	70634	337-462-1319	Sunshine Stores, Inc.
LA	Duson	1520252	Roady's Lucky Deuces Travel Plaza	3002 Daulat Drive	70529	337-873-5400	Cedar Holly Investments, LLC
LA	Kilbourne	1520746	Kilbourne Deli Mart	373 Kilbourne Avenue	71253	318-428-5400	Kilbourne Deli Mart, LLC
LA	Plaquemine	1520887	V & C Grocery	58720 Bellview Road	70764	225-687-2557	Caro's LLC
LA	Ponchatoula	1521144	Chevron LA Sportsman's Paradise	42763 Highway 445	70454-5534	985-345-5001	SJA Properties, LLC
LA	Shreveport	1521734	Swoops #91 (PEL State Oil Co.)	109 East Bert Kouns Loop	71106	318-688-9663	PSO LLC, Pel State Oil Co,
MD	Glenn Dale	1521316	Chesapeake Market ECMA #2258 (PMG)	12300 Annapolis Road	20769-9181	301-352-0266	E & C Mid-Atlantic Ventures, Inc.
MI	Bruce Crossing	1393247	Marathon Settler's Cooperative	14043 US Highway 45	49912	906-827-3515	Settler's Cooperative, Inc.
MI	Casnovia	823329	Home Town Convenience Store	17984 Apple Avenue	49318	616-675-4222	Home Town Convenience Store
MI	Dowagiac	1517207	Marathon Judge Convenience	51012 Michigan Highway 51 North	49047	269-782-6884	Judge Convenience
MI	Dowagiac	1521579	Steinham Shell Mart	102 North Front Street	49047	269-782-8958	Steinman Shell Mart / RPM Smith Food Mart Inc.
MI	Edwardsburg	969288	Marathon Gas Station	26404 US Highway 12	49112	269-663-8655	Judge Convenience
MI	Harrison	1326982	Quik Stop	235 North Clare Avenue	48625	989-539-1269	K-D Quik Stop
MI	Hart (Mears)	926238	Wilsons General Store	2430 North 56th Avenue Unit 2	49436	231-873-2497	Wilsons General Store
MI	Portage	1518960	Citgo Sprinkle Road (American Gas)	7025 Sprinkle Road	49002	269-329-1270	American Gas & Oil, Inc.
MI	Sagola	1520566	Sagola Mini Mart (LaFaive)	North 10096 Michigan Highway 95	49881	906-542-7272	LaFaive Oil Co., Inc. (LaFaive Sagola Corp.)
MI	Saint Joseph	1517293	Citgo Downtown (American Gas)	220 North Main Street	49085	269-983-5521	American Gas & Oil, Inc.
MI	Traverse City	969306	Village Pantry (GPM)	2001 North Garfield	49686-5121	231-947-1202	GPM Investments, LLC (Next Door Operations, LLC)
MN	Ada	1519752	Petro Serve USA #??	13 East Thorp Avenue	56510	218-784-7859	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
MN	Aitkin	807932	Holiday Stationstore #452	1 Minnesota Avenue South	56431	218-927-1986	Holiday Stationstores, Inc.
MN	Akeley	1518760	T&M Express	85 Broadway Street East	56433	218-652-3676	Luetgers Oil Co., Inc.
MN	Annandale	775551	Holiday Stationstore #234	115 Elm Street West	55302-0118	320-274-5657	Holiday Stationstores, Inc.
MN	Appleton	1520095	Ascheman Uni-Mart & Deli	224 North Munsterman Street	56208	320-289-2110	Ascheman Uni-Mart & Deli Corp.

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MN	Ashby	1521842	T&B Short Stop	201 West County Highway 82	56309	218-747-2901	T&B Short Stop, Inc.
MN	Audubon	1520245	Orton's Audubon Tesoro	129 South 2nd Street	56511	218-439-6670	Orton Motor, Inc.
MN	Aurora	775535	Holiday Stationstore #184	5495 Highway 100	55705	218-229-3883	Holiday Stationstores, Inc.
MN	Babbitt	851017	Clark Short Stop	37 Central Boulevard	55706	218-827-3731	C&B Warehouse Distributing Inc. (Babbitt, MN)
MN	Bagley	1520666	Cenex Bagley Coop C-Store	1309 Central Street West	56621	218-694-6214	Bagley Coop Association (Bagley, MN)
MN	Baudette	775544	Holiday Stationstore #212	109 Main Street East	56623-0828	218-634-2193	Holiday Stationstores, Inc.
MN	Belle Plaine	1520638	Cenex Convenience Store	840 East Main Street	56011-2204	952-873-3344	Ag Partners Coop (Belle Plaine, MN)
MN	Bemidji	1519737	Petro Serve USA #57	2470 Paul Bunyan Drive Northwest	56601	218-751-7504	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
MN	Bemidji	1521445	Tesoro Orton's Bemidji	555 Paul Bunyan Drive Northwest	56484	218-751-6913	Orton Motor, Inc.
MN	Bemidji	1521656	Northdale Oil South	2202 Division Street West	56601	218-444-7500	Northdale Oil, Inc.
MN	Bemidji	1521661	Northdale Oil North	8001 Irvine Avenue	56601	218-444-8000	Northdale Oil, Inc.
MN	Benson	775512	Holiday Stationstore #33	315 South 14th Street	56215	320-843-2018	Holiday Stationstores, Inc.
MN	Blackduck	695084	Timberline Sports-N-Convenience	209 Summitt Avenue Southwest	56630	218-835-4636	Timberline Sports, Inc.
MN	Bowlus	1521386	Bowlus Gas & Grocery (Rahn)	292 Main Street	56314	320-584-5603	Rahn's Oil & Propane, Inc.
MN	Breckenridge	1520550	Blazer Express	1020 Highway 75 North, Suite 3	56520	218-643-2521	Z's Express, Inc.
MN	Browns Valley	1519772	Cenex Browns Valley (Fisher)	521 West Broadway	56219	320-695-2452	Fisher Enterprises, Inc.
MN	Cass Lake	776117	Cass Lake Mini Mart (Town)	203 Aspen Avenue Northwest	56633	218-335-2027	JVT Ltd Partnership
MN	Cass Lake	1517990	Orton's Cass Lake Cenex	6864 US Highway 2 North	56633	218-335-2655	Orton Motor, Inc.
MN	Cokato	1520898	Jack's of Cokato	620 US Highway 12 Southwest	55321	320-286-0009	Jack's of Cokato, Inc.
MN	Cook	626145	Clark Country Store	320 South Highway 53	55723-1088	218-666-2272	Country Store (Cook, MN)
MN	Cottonwood	671687	Cenex Cottonwood Co-Op Oil Co.	147 Barstad Road	56229-0318	507-423-6282	Cottonwood Co-Op Oil Co. (Cottonwood, MN)
MN	Cromwell	1514160	Cromwell Self Serve	1302 Highway 73 South	55726	218-644-1114	Cromwell Spur, Inc.
MN	Crookston	1520350	Sodexo Regal's (fka Eagles Nest) @ University of Minnesota Crookston	2900 University Avenue	56716	218-281-8538	Sodexo, Inc. / Sodexo America LLC
MN	Crookston	1520476	Sodexo Regal's South (fka Evergreen Grill) @ University of Minnesota Crookston	2900 University Avenue	56716	218-281-8538	Sodexo, Inc. / Sodexo America LLC
MN	Crosby	1518645	CI Convenience	1029 Oak Street	56441-1147	218-546-7300	LnF Stores LLC
MN	Deerwood	130924	Holiday Stationstore #450	23736 Front Street	56444-0336	218-534-2966	Holiday Stationstores, Inc.
MN	Detroit Lakes	1519456	Cenex Community Coop	911 East Highway 34	56501	218-847-3190	Community CoOp of Lake Park, MN
MN	Dilworth	1286266	Petro Serve USA #50	1701 Highway 10 West	56529	218-287-2208	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
MN	East Grand Forks	1521199	Valley Dairy #12 (Petro Serve #58)	308 17th Street Northwest	56721	218-773-7252	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN

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MN	Eden Valley	1521116	Jack's of Eden Valley	169 Meeker Avenue East	55329	320-453-6560	Jack's of Eden Valley, Inc.
MN	Emily	958324	Holiday Stationstore #451	21004 County Road 1	56447	218-763-4411	Holiday Stationstores, Inc.
MN	Erskine	1518949	BP Win-E-Mac Travel Center	22248 347th Street Southeast	56535	218-687-4444	Dean's Bulk Service
MN	Fertile	1519017	Tesoro JT's Station	101 South Mill Street	56540	218-945-3333	JT's Station, LLC
MN	Frazee	57547	All In All	103 South Lake Avenue	56544-0277	218-334-3336	All In All (Frazee, MN)
MN	Freeport	1521224	Freeport Gas & Grocery (Rahn)	203 Main Street East	56331	320-836-7152	Rahn's Oil & Propane, Inc.
MN	Gaylord	1516895	Shell Gaylord	19 Main Avenue East	55334-2299	507-237-2385	B&M Store, LLC
MN	Glenwood	1521749	Cenex Fuel Express	1220 East State Highway 28	56334	320-424-2106	Fuel Express, Inc.
MN	Glyndon	1519736	Petro Serve USA #54	11 State Street Northeast US Highway 10	56547	218-498-0224	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
MN	Hallock	969845	Cenex Convenience Store	16 South Atlantic	56728	218-843-2695	Johnson Oil of Hallock
MN	Hawley	1286599	Express Lane	1102 Hobart Street	56549-0357	218-486-5000	Leahy - 1 Speed, LLC
MN	Hector	775764	Cenex Convenience Store	100 Highway Avenue East	55342-0488	320-848-2286	Central Region Cooperative (Hector, MN)
MN	Herman	1520403	AJ Gas & Grocery	417 Atlantic Avenue	56248	320-808-1229	AJ's Gas & Grocery, Inc.
MN	Houston	922648	River Valley Convenience Store	103 East Cedar Street	55943-8619	507-896-3221	River Valley Convenience Store, Inc. (Houston, MN)
MN	International Falls	1399379	Bootleggers Fuel & Liquor	401 3rd Avenue	56649	218-283-9148	Keep Enterprise, Inc.
MN	Karlstad	1101385	Super America Karlstad Korner	102 South Main	56732	218-436-2567	Super America (Karlstad, MN)
MN	Lake Benton	775590	Express Way Lake Benton	117 East Benton, Highway 75	56149-0329	507-368-4204	Staples Enterprises, Inc.
MN	Lake Crystal	1516866	Kevin's Market (Staples)	334 North Main Street	56055	507-726-6868	Staples Enterprises, Inc.
MN	Lake Park	787557	Cenex Community CoOp	14583 US Highway 10 West	56554	218-238-5911	Community CoOp of Lake Park, MN
MN	Lakefield	775577	Express Way Lakefield	402 North Highway 86	56150	507-662-6233	Staples Enterprises, Inc.
MN	Le Center	1520750	Cenex Convenience Store	290 West Derrynane Street	56057	507-357-6800	Ag Partners Coop (Belle Plaine, MN)
MN	Little Falls	1521384	Ripley 1 Stop (Rahn)	21586 Grouse Road	56345	320-632-2899	Rahn's Oil & Propane, Inc.
MN	Long Prairie	775518	Holiday Stationstore #55	14 South Lake Street	56347	320-732-6721	Holiday Stationstores, Inc.
MN	Longville	788014	One Stop	5006 Highway 84 Northeast	56655-0174	218-363-2252	Jerry's One Stop Inc. (Longville, MN)
MN	Mahnomen	723100	Cenex Community Coop Pump 24	1452 State Highway 200	56557	218-935-9040	Community CoOp of Lake Park, MN
MN	Maple Lake	130306	BP Maple Lake	300 Highway 55 West	55358-0267	320-963-6555	DHT LLC
MN	Marshall	888422	Cenex Ampride (Prairie Pride Country Club Drive)	401 Country Club Drive	56258	507-532-3110	Prairie Pride Cooperative (Marshall, MN)
MN	McGregor	1156897	Holiday Stationstore #453	200 West Highway 210	55760	218-768-4444	Holiday Stationstores, Inc.
MN	Melrose	1521231	Melrose 1 Stop (Rahn)	423 2nd Avenue Southeast	56352	320-256-6519	Rahn's Oil & Propane, Inc.
MN	Menahga	883635	Cenex Lakes Area Coop	13 Main Street Northeast	56464-0220	218-564-5264	Lakes Area Cooperative
MN	Motley	1520243	BP Motley (Orton)	16 Highway 10 South	56466	218-352-6756	Orton Motor, Inc.

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MN	Norwood Young America	130128	Sinclair Food Mart	503 North Faxon Road North	55368-0187	952-467-2640	RE Smith Oil & Tire Co.
MN	Onamia	1521707	Mille Lacs Super Stop	38668 US Highway 169	56359	320-738-1402	Adahway, LLC
MN	Ottertail	1519407	Cenex Lakes Area Coop	245 North Highway 78	56571	218-367-3626	Lakes Area Cooperative
MN	Park Rapids	1519408	Cenex Lakes Area Coop	810 North Main	56570	218-237-2667	Lakes Area Cooperative
MN	Park Rapids	1519455	T&M Express	1104 1st Street East	56470	218-732-8853	Luetgers Oil Co., Inc.
MN	Paynesville	969259	Cenex Farmers Union Coop Oil Co	419 Business Highway 23 East	56362	320-243-4800	Cenex Farmers Union CoOp Oil Co of Paynesville, MN
MN	Perham	923637	Cenex Lakes Area Coop	43937 Fort Thunder Road	56573	218-346-7810	Lakes Area Cooperative
MN	Pine River	775528	Holiday Stationstore #164	300 Front Street	56474	218-587-2821	Holiday Stationstores, Inc.
MN	Plainview	775615	Cenex High Plains Coop	615 North Wabasha	55964	507-534-2144	High Plains Coop (Plainview, MN)
MN	Plummer	1521616	Cenex Red River Ag. Convenience Store	530 US Highway 59 South	56748	218-465-4215	Red River Ag. LLC
MN	Red Lake Falls	1112386	Eagle Square	405 Bridge Street	56750	218-253-2995	KST Corporation
MN	Renville	1517940	Cenex C-Store Renville	712 East Park Avenue	56284	320-329-3411	Farmers Coop Oil Company of Renville, MN
MN	Richmond	1521006	Jack's of Richmond	30 4th Street Southwest	56368	320-597-2173	Jack's of Richmond, Inc.
MN	Rollingstone	1327112	Cenex Rollingstone Mini-Mart	555 West Highway 248	55969	507-689-4484	Moua Yang, Inc.
MN	Roseau	775540	Holiday Stationstore #193	503 3rd Street Northwest	56751-0156	218-463-1496	Holiday Stationstores, Inc.
MN	Saint Bonifacius	1519592	Holiday Stationstore #260	8720 Minnesota Highway 7	55375-0738	952-446-9125	Holiday Stationstores, Inc.
MN	Saint Cloud	941449	Cenex Convenience Store #18	1030 33rd Street South	56301	320-240-7990	Federated CoOp Inc
MN	Silver Lake	1520302	Cenex Corner Market	6532 Highway 7	55381	320-587-3079	Hutchinson Co-op
MN	Thief River Falls	448423	Northdale Oil Pennington Square	100 Pennington Avenue	56701	218-681-4552	Northdale Oil, Inc.
MN	Thief River Falls	929501	Northdale Oil Pennington Main	220 South Main	56701	218-681-8888	Northdale Oil, Inc.
MN	Thief River Falls	1521433	Northdale Oil Pennington Concepts Digi Key	701 Brooks Avenue	56701	218-681-8888	Northdale Oil, Inc.
MN	Ulen	1521556	Petro Serve	205 1st Street Southwest, PO Box 368	56585-0368	218-596-8828	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
MN	Vergas	1518779	Vergas 66	121 Linden Street	56587	218-342-3663	Olson Oil Co. (Steve Olson)
MN	Wabasha	1518260	BP River Crossing	825 Pembroke Avenue	55981	651-565-4502	River Crossing Enterprises, Inc. (Feils Oil Company, Inc.)
MN	Walker	775538	Holiday Stationstore #191	712 Minnesota Avenue West	56484-0638	218-547-3009	Holiday Stationstores, Inc.
MN	Walker	1520029	BP Orton's Y-Mart	6854 Y Frontage Road Northwest	56484	218-547-1334	Orton Motor, Inc.
MN	Warren	1287747	Cenex C-Store (Ewing)	125 East Johnson	56762	218-745-5971	Ewing Oil, LLC
MN	Warroad	775552	Holiday Stationstore #235	203 North State Street	56763-0578	218-386-3409	Holiday Stationstores, Inc.
MN	Waterville	19206	Phil Mart	437 East Main Street	56096	507-362-4848	Phil Mart (Waterville, MN)
MN	Watkins	799885	Jack's of Watkins	241 Veterans Drive	55389	320-764-5345	Jack's of Watkins, Inc.
MN	Worthington	946267	Holiday Worthington Travel Plaza (Howes / I-90)	2411 Highway 60 Northeast	56187-2079	507-376-4848	Howes Oil / I-90 Fuel Services, Inc.
MO	Bloomfield	1516145	C-Mart (Chrisman)	405 South Highway 25	63825	573-568-4507	Chrisman LP Gas

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MO	Bowling Green	1520336	Ayerco #35 (Ayers Oil Co.)	18048 Highway 161	63334	573-324-3006	Ayers Oil Co.
MO	Canton	1520909	Ayerco #32 (Ayers Oil Co.) (Oak)	1700 Oak Street	63435	573-288-0378	Ayers Oil Co.
MO	Cape Girardeau	1323192	Rhodes 101 #195 (Sprigg)	1126 North Sprigg	63701	573-334-3468	PAJCO, Inc. dba Rhodes 101 Stop
MO	Cape Girardeau	1516221	Rhodes 101 #170 (Kings Highway)	1610 North Kings Highway Street	63701	573-334-6070	PAJCO, Inc. dba Rhodes 101 Stop
MO	Chaffee	969865	Rhodes 101 #220	12124 State Highway 77	63740	573-887-3711	PAJCO, Inc. dba Rhodes 101 Stop
MO	Dexter	1382161	Rhodes 101 #275	905 Business Highway 60 West	63841	573-624-5708	PAJCO, Inc. dba Rhodes 101 Stop
MO	Fordland	1521127	Shop N Go	262 East Main Street	65652-7418	417-738-2288	JDG Fuel Marts, LLC
MO	Fruitland	1269991	Rhodes 101 #160	5040 Highway 61 North	63755	573-243-7444	PAJCO, Inc. dba Rhodes 101 Stop
MO	Garden City	1520390	Dominator	29505 Old Highway 7	64747	816-773-6266	Samson Petroluem, LLC
MO	Hannibal	1520335	Ayerco #22 (Ayers Oil Co.) (Mark Twain)	1208 Mark Twain Avenue	63401	573-221-5292	Ayers Oil Co.
MO	Humansville	1519152	C-Store Operations South #104	301 West Tilden	65674	417-754-2239	Jump Oil Company, Inc. / Lakhani Commercial Corp.
MO	Jackson	1516690	Rhodes 101 #155 (Starlight Highway 72)	4638 State Highway 72	63755	573-243-3442	PAJCO, Inc. dba Rhodes 101 Stop
MO	Kahoka	1520337	Ayerco #21 (Ayers Oil Co.)	442 South Johnson Street	63445	660-727-3613	Ayers Oil Co.
MO	Mineral Point	1520719	B&M Quickstop	13348 East State Highway 8	63660	573-438-4052	B&M Quickstop LLC
MO	Moscow Mills	1521176	Moscow Crossing / VP Fuel	125 John Deere Lane	63362	636-356-4444	GMG Enterprises LLC
MO	Perryville	20883104	Rhodes 101 #350 (Highway 61)	1314 North Perryville Boulevard	63775	573-547-7777	PAJCO, Inc. dba Rhodes 101 Stop
MO	Sainte Genevieve	1520652	Rhodes 101 Stop Convenience Store	598 Sainte Genevieve Boulevard	63670	573-883-5306	PAJCO, Inc. dba Rhodes 101 Stop
MO	Scott City	813392	Rhodes 101 #210 (Main)	2100 Main Street	63780	573-264-2376	PAJCO, Inc. dba Rhodes 101 Stop
MO	Shelbina	1521190	Ayerco #36 (Ayers Oil Co.)	301 North Center	63468	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	Smalleys Convenience	705 Main Street	63965	573-323-8245	M & R Dazey, Inc.
MO	Wappapello	1327013	Rhodes 101 #270	Highway D & Peoples Creek	63966	573-222-7132	PAJCO, Inc. dba Rhodes 101 Stop
MO	Waynesville	1520688	Interstate Food Mart	26075 Highway 17	65583	573-774-2973	LMC Convenience Store, LLC
MO	Waynesville	1520848	LMC Convenience	1302 Historic Route 66 West	65583	573-774-2300	LMC Convenience Store, LLC
MS	Belden	776531	Sprint Mart #37	3001 McCullough Boulevard	38826	662-269-8669	Victory Marketing, LLC / Sprint Mart
MS	Carthage	1520837	GoCo's #308 (Edinburg)	3111 State Highway 16 East	39051	601-654-2282	GOC LTD (GOCO)
MS	Collinsville	1382351	Chevron Xpress Lane (Cefco)	9111 Highway 19 North	39325	601-626-7305	Cefco
MS	Columbia	1521245	Columbia Shell (Fleet Morris Hwy 98)	626 Highway 98 East	39429	601-736-7946	Fleet Morris Petroleum, Inc.
MS	Columbus	1516018	Sprint Mart #4138	2021 Military Road	39701	662-329-9157	Victory Marketing, LLC / Sprint Mart
MS	Corinth	1521903	Sprint Mart #27	2701 Highway 72 West	38834	662-594-2270	Victory Marketing, LLC / Sprint Mart
MS	Durant	1518984	Gas Mart #107 (Sayle)	31290 Highway 12 West	39063	662-653-6894	Sayle Oil Co., Inc.
MS	Forest	1515231	Chevron Xpress Lane #204	1550 Highway 35 South	39074	601-469-3366	Weban Enterprises

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MS	Hamilton	1521904	Sprint Mart #4104	40058 Hamilton Road Highway 45	39746	662-269-8669	Victory Marketing, LLC / Sprint Mart
MS	Heidelberg	949961	Express Lane Stuckey's (Donco)	2417 Pine Avenue	39439	601-787-4272	Donco, Inc.
MS	Maben	1521910	Sprint Mart #4133	1856 State Highway 15	39750	662-268-1221	Victory Marketing, LLC / Sprint Mart
MS	Meridian	969449	Citgo Tiger Mart #1	1900 Highway 19 North	39307	601-693-2312	Urvashi, Inc.
MS	Meridian	1287486	Shell Hampton (D&D) (Hwy 39)	1020 Highway 39 North	39301	601-483-6373	D&D Inc.
MS	Meridian	1326204	Shell North Hills (D&D) (Hills St.)	2435 North Hills Street	39305	601-483-5541	D&D Inc.
MS	Meridian	1520983	Shell Russell #21 (Burns & Burns)	2239 Russell Mount Gilead Road	39301	601-682-9996	Burns & Burns Oil Inc
MS	Mize	1521393	Shell Mize (Fleet Morris)	104 MS-28	39116	601-733-5767	Fleet Morris Petroleum, Inc.
MS	New Albany	1520553	Sayle New Albany Express	239 Highway 30 West	38652	662-534-3728	Sayle Oil Co., Inc.
MS	Pearl	1521791	Yamato Dining Inc., Chix Chicken and Chopz	200 Bass Pro Drive Suite 106	39208	601-953-2526	Yamato Dining, Inc.
MS	Philadelphia	1521762	Big Creek Store	13141 Highway 491 North	39350	601-504-2280	Big Creek Store, LLC
MS	Saucier	1520580	Chevron 67	13188 East Wortham Road	39574	601-880-5826	MJSK1, LLC
MS	Sebastopol	1520732	21 Quick Plaza	1121 Highway 21 South	39359	601-625-0050	Gamil Alsaidi
MS	Senatobia	1521659	Gas Mart #118 (Sayle)	333 East Main Street	38668	662-562-9541	Sayle Oil Co., Inc.
MS	Starkville	1286264	Sprint Mart #4134 (Hwy 82)	1125 Highway 82 East	39759	662-268-1224	Victory Marketing, LLC / Sprint Mart
MS	Starkville	1521901	Sprint Mart #4125	600 South Montgomery Street	39759	662-268-1027	Victory Marketing, LLC / Sprint Mart
MS	Starkville	1521902	Sprint Mart #4126	801 Blackjack / Octoc Road	39759	662-268-1215	Victory Marketing, LLC / Sprint Mart
MS	Tupelo	1160622	Sprint Mart #43 (Briar Ridge)	1930 Briar Ridge Road	38801	662-269-6681	Victory Marketing, LLC / Sprint Mart
MS	Waynesboro	1520946	Buddy's Food and Fuel	4967 Highway 84	39367	601-735-5725	Buddy's Food and Fuel, LLC
MT	Arlee	1518865	Cenex Wilson Foods	92345 US Highway 93	59821	406-726-7777	Wilson Foods, Inc.
MT	Black Eagle	1520276	Cenex Mountain View Coop #180	1000 Smelter Avenue Northeast	59414	406-453-2435	Mountain View Cooperative
MT	Butte	932797	Cenex Lisac's Tri Stop	2544 Harrison Avenue	59701	406-782-9359	Lisacs Tri Stop
MT	Chester	1519414	Chester Supermarket	1498 Highway 2 East	59522	406-759-5538	MPR, Inc. dba Chester Supermarket
MT	Choteau	1518991	Exxon Main Street Express	220 Main Street	59422	406-466-5863	Main Street Express, LLP (Choteau, MT)
MT	Circle	1521395	Cenex Farmer's Union C-Store	200 B Avenue	59215	406-485-3333	Farmers Union Oil Co. of Circle, MT
MT	Columbia Falls	1520156	Conoco Mike's	1645 9th Street West	59912	406-892-2269	Mikes of Columbia Falls, Inc.
MT	Conrad	1519348	Cenex Mountain View Coop (Conrad)	19 South Main Street	59425	406-278-5524	Mountain View Cooperative
MT	Deer Lodge	1516225	I-90 Auto Truck Plaza	1220 North Main Street	59722	406-846-3969	Fickler Oil Company, Inc.
MT	Dillon	969309	Cenex Rocky Mountain Supply	700 North Montana Street	59725	406-683-2308	Cenex Coop Supply Inc (Dillon, MT)
MT	East Helena	1519011	Canyon Ferry Mini Basket	3012 Canyon Ferry Road	59635	406-227-8506	Big Sky Food and Fuel, Inc.
MT	Eureka	1516413	Ranch Hand, Inc.	1000 Highway 93 North	59917	406-297-2794	The Ranch Hand, Inc.
MT	Fairfield	1520689	Cenex Mountain View Coop	306 Central Avenue	59436	406-467-2516	Mountain View Cooperative
MT	Frenchtown	839650	Frenchies (Tabish)	16873 Beckwith	59834-0678	406-626-5277	Tabish Brothers Distributors, Inc.

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MT	Great Falls	1520454	Emerald City Casino (10th Ave.)	2517 10th Avenue South	59404	406-452-4311	Trohn Vending, LLC
MT	Great Falls	1521240	Mo's Sub Company	426 Central Avenue	59401	406-899-7461	M & L Rentals, LLC
MT	Hamilton	1162591	Lone Pine #1 Conoco	504 Highway 93 South	59840	406-375-0656	Lone Pine (Hamilton, MT)
MT	Hamilton	1514320	Lone Pine #2 Riverside C-Store	1987 North 1st	59840	406-375-0687	Riverside Sinclair (Hamilton, MT)
MT	Harlem	969383	E Z Mart	Highway 2 West & Main Street	59526-0249	406-353-2335	Flatland Inc. (Harlem, MT)
MT	Kalispell	1514505	White Oak Super Stop (Tabish)	4810 South Highway 93	59901	406-857-2344	Tabish Brothers Distributors, Inc.
MT	Kalispell	1517137	Union 76 Brian's 76	2075 Highway 2 East	59903	406-755-7496	Brian's Inc.
MT	Kalispell	1520069	Conoco 76 Brian's	1319 South Main	59901	406-752-7339	Brian's Inc.
MT	Lincoln	1519454	Cenex Mountain View Coop (Lincoln) #201	525 Main Street	59639	406-363-3092	Mountain View Cooperative
MT	Lolo	1110508	Lolo Super Stop (Tabish)	12011 Highway 93 South	59847	406-273-3800	Tabish Brothers Distributors, Inc.
MT	Manhattan	1519713	Conoco Thriftway Super Stop (Sutey)	404 South Broadway Street	59471	406-284-3343	Sutey Oil Co.
MT	Missoula	1519609	Zoo Town Super Stop (Tabish)	2105 South Higgins	59801	406-721-8827	Tabish Brothers Distributors, Inc.
MT	Red Lodge	1520904	Cenex Zip Trip #74 (CHS)	902 North Broadway	59068	406-446-0338	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)
MT	Saint Ignatius	1519521	Cenex Mountain View	240 Mountain View	59865	406-745-3634	Morton & Coffman, LLC
MT	Seeley Lake	892514	Rovero's (Tabish)	3186 Highway 83	59868-0630	406-677-3588	Tabish Brothers Distributors, Inc. (Seeley Lake Investments, LLC)
MT	Sidney	1066838	Superpumper #23	902 South Central Avenue	59270-5216	406-482-3616	Superpumper Inc.
MT	Stevensville	1521399	Eastside Country Store & Deli	2693 Eastside Highway	59870	406-777-5672	Eastside Country Store, Inc.
MT	Three Forks	1519393	Conoco Thriftway Super Stop (Sutey)	5 North Main Street	59752	406-285-3710	Sutey Oil Co.
MT	Ulm	1280200	Cenex Mountain View Coop (Ulm)	#2 Millegan Road	59485-0349	406-866-2030	Mountain View Cooperative
NC	Ahoskie	969939	Duck Thru Food Store #12 (Jernigan)	800 North Academy Street	27910	252-332-4634	Jernigan Oil Co., Inc. (Duck Thru)
NC	Ahoskie	1322217	Duck Thru Food Store #3 (Jernigan)	401 North Carolina Highway 561 West	27910	252-332-2221	Jernigan Oil Co., Inc. (Duck Thru)
NC	Albemarle	1108594	Quik Chek #18 (United Fuels)	613 West Main Street	28001	704-983-2270	United Fuels, LLC
NC	Biscoe	969772	Quik Chek #3 (United Fuels)	511 East Main Street	27209	910-428-1327	United Fuels, LLC
NC	Camden	1249380	Duck Thru Food Store #16 (Jernigan)	103 Highway 158	27921	252-335-9155	Jernigan Oil Co., Inc. (Duck Thru)
NC	Charlotte	1284522	Quick N EZ #13	1323 Lasalle Street	28216	704-394-5200	Quick N EZ Food Marts
NC	Charlotte	1521496	Circle K #2705104	1308 Sharon Road West	28210	704-556-9345	Circle K Stores, Inc.
NC	Columbia	1521584	Duck Thru Food Store #54 (Jernigan)	775 US 64 East	27925	252-395-2025	Jernigan Oil Co., Inc. (Duck Thru)
NC	Elizabeth City	1519574	Duck Thru Food Store #34 (Jernigan)	1025 US Highway 58	27906	252-771-6501	Jernigan Oil Co., Inc. (Duck Thru)
NC	Gatesville	1520105	Duck Thru Food Store #43 (Jernigan)	107 Main Street	27938	252-357-2227	Jernigan Oil Co., Inc. (Duck Thru)
NC	Hamilton	1521110	Duck Thru Food Store #53 (Jernigan)	400 South Front Street	27840	252-798-3432	Jernigan Oil Co., Inc. (Duck Thru)
NC	Henderson	1520751	Henderson Pit Stop One	1205 West Andrews Avenue	27536	252-431-0698	Henderson Pit Stop One
NC	Hobbsville	1520929	Duck Thru Food Store #52 (Jernigan)	1323 State Highway 32 South	27946	252-395-2025	Jernigan Oil Co., Inc. (Duck Thru)
NC	Lewiston	1518320	Duck Thru Food Store #26 (Jernigan)	208 East Church Street	27849	252-348-2555	Jernigan Oil Co., Inc. (Duck Thru)

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NC	Liberty	894184	Quik Chek #47 (United Fuels)	402 West Swannanoa	27298	336-622-4032	United Fuels, LLC
NC	Murfreesboro	1520675	Duck Thru Food Store #1 (Jernigan)	602 West Main Street	27855	252-398-5831	Jernigan Oil Co., Inc. (Duck Thru)
NC	Pembroke	1287954	Nic's Pic Kwik	980 Highway 710 North	28372	910-522-1408	Nic's Pic Kwik, Inc.
NC	Pisgah Forest	1521879	Marathon One Stop 3	174 New Hendersonville Highway	28768	828-884-8989	Patel, Shilla One Stop 3
NC	Plymouth	1520617	Duck Thru Food Store #49 (Jernigan)	22 US Highway 64 East	27962	252-793-5884	Jernigan Oil Co., Inc. (Duck Thru)
NC	Red Oak	804057	Griffins #6	8653 Red Oak Boulevard	27868	252-937-7617	Griffins Food Stores Inc
NC	Rich Square	1519226	Duck Thru Food Store #7 (Jernigan)	117 North Main Street	27869	252-539-2155	Jernigan Oil Co., Inc. (Duck Thru)
NC	Robbins	1326084	Quik Chek #49 (United Fuels)	100 Highway 705	27325	910-948-4561	United Fuels, LLC
NC	Seagrove	1252924	Quik Chek #26 (United Fuels)	408 Broad Street	27341	336-873-7062	United Fuels, LLC
NC	Stokes	1521001	Country Store #2	2630 North Carolina Highway 903 North	27884	252-752-7457	S-Mart of Pitt County, LLC
NC	Troy	776499	Quik Chek #9 (United Fuels)	530 North Main Street	27371	910-576-1747	United Fuels, LLC
NC	Wanchese	1520185	Duck Thru Food Store #45 (Jernigan)	2991 Highway 345 South	27981	252-305-8735	Jernigan Oil Co., Inc. (Duck Thru)
NC	Windsor	1517656	Duck Thru Food Store #21 (Hwy 13) (Jernigan)	125 US Highway 13 & 17 South	27983	252-794-3378	Jernigan Oil Co., Inc. (Duck Thru)
NC	Winton	1515956	Duck Thru Food Store #18 (Jernigan)	100 South Main Street	27986	252-358-4588	Jernigan Oil Co., Inc. (Duck Thru)
ND	Alexander	1520050	Travel America Wild Bison Travel Center	14256 Highway 85 North	58831	701-828-3352	TA Operating LLC
ND	Beach	1158802	Cenex Interstate	90 1st Street Northeast	58621-0121	701-872-3190	Interstate Cenex (Beach, ND)
ND	Belcourt	628517	Conoco La Dots	Hospital Road	58316	701-477-6169	La Dots (Belcourt, ND)
ND	Belfield	1519219	Superpumper #22	804 Highway 85 North	58622-0813	701-575-4216	Superpumper Inc.
ND	Berthold	1101388	Cenex Convenience Store	28101 Highway 2 West	58718	701-453-3645	Farmers Union Oil Company of Berthold/Carpio, ND
ND	Beulah	812943	Cenex Farmers Union Oil Co.	1600 Highway 49 North	58523	701-873-4363	Cenex Farmers Union Oil Co. of Beulah, ND
ND	Bismarck	776204	Cenex Convenience Store (Centennial) (Cenex Bismarck)	2520 Centennial Road	58501	701-255-3810	Cenex Farmers Union Oil, Co. Bismarck/Mandan, ND
ND	Bismarck	1322448	Cenex Express (West Divide) (Cenex Bismarck)	1160 West Divide Avenue	58501	701-258-0266	Cenex Farmers Union Oil, Co. Bismarck/Mandan, ND
ND	Bismarck	1519738	Petro Serve USA #77	1120 East Divide Avenue	58501	701-223-1949	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Bottineau	776202	Cenex Farmers Union Oil Co	207 West 11th Street	58318	701-228-5972	Farmers Union Oil Co. of Westhope/Souris/Bottineau, ND
ND	Bowbells	1521102	Cenex Convenience Store	119 Main Street Northeast	58721	701-377-2825	Farmers Union Oil Co. of Kenmare & Powers Lake, ND
ND	Bowman	457377	Cenex ProPoint Coop	13 1st Avenue Northwest	58623	701-523-3268	ProPoint Cooperative
ND	Burlington	1520275	Cenex Farmers Union Oil Convenience Store	145 Johnson Street	58722	701-852-5661	Farmers Union Oil Company of Berthold/Carpio, ND
ND	Carpio	1520661	Cenex Farmers Union Oil Convenience Store	27585 Highway 52 North	58725	701-468-5434	Farmers Union Oil Company of Berthold/Carpio, ND
ND	Casselton	1519327	Petro Serve USA #65	102 Langer Avenue South	58012	701-347-4416	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Cavalier	130790	Bjornson Oil Co.	206 Division Street	58220-0250	701-265-8814	Bjornson Oil Co.

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ND	Center	130758	Superpumper #55	302 Highway 25 East	58530	701-794-3737	Superpumper Inc.
ND	Crosby	823787	Crosby Self Serve	10 1st Avenue Northwest	58730	701-965-6274	J And S, LLC
ND	Devils Lake	1518396	Bjornson's Shell	601 Highway 2 East	58301	701-662-6600	Bjornson Oil Co.
ND	Devils Lake	1519221	Superpumper #17	1023 College Drive North	58301	701-662-4658	Superpumper Inc.
ND	Devils Lake	1519864	Cenex Farmers Union Oil Co	600 Highway 2 West	58301-2937	701-662-4014	Farmers Union Oil Co. of Devils Lake, ND
ND	Devils Lake	1520712	Cenex Farmers Union Oil Co	1803 Highway 2 East	58301	701-662-4014	Farmers Union Oil Co. of Devils Lake, ND
ND	Dunseith	948689	Cenex Convenience Store	2988 Highway 281	58329	701-244-9765	Legacy Cooperative (Farmers Union Oil of Dunseith, ND)
ND	Edgeley	1514639	Cenex Allied Energy	109 Industrial Park	58433	701-493-2211	Allied Energy (Edgeley, ND)
ND	Ellendale	1520934	Cenex Farmers of Union Oil Company of Ellendale	113 1st Avenue North	58436	701-349-3191	Cenex Farmers of Union Oil Company of Ellendale, ND
ND	Fargo	1372154	Petro Serve USA #85 (12th Avenue)	3820 12th Avenue Northwest	58103	701-281-2155	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Fargo	1381961	Petro Serve USA #80 (9th Ave. / 45th St.)	4440 9th Avenue Southwest	58102	701-282-9700	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Fargo	1518833	Petro Serve USA #84 (University)	2110 South University Avenue	58103	701-293-2090	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Fargo	1519739	Petro Serve USA #83 (34th St.)	1340 34th Street Southwest	58103	701-237-0743	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Fargo	1519740	Petro Serve USA #88 (NP Ave.)	205 NP Avenue North	58102	701-461-7297	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Fargo	1519895	Petro Serve USA #86 (Main Ave.)	2903 Main Avenue	58103	701-232-7511	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Fargo	1520779	Don's Convenience Center and Carwash (52nd Ave.)	2500 52nd Avenue South	58104	701-478-3667	Don's Car Washes, Inc.
ND	Fessenden	1519056	Cenex Farmer's Union Oil	230 Highway 15	58438	701-547-3793	Farmer's Union Oil of Fessenden, ND
ND	Forman	130149	Forman Market	328 Main Street	58032-0195	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 Avenue Southwest	58540	701-463-2119	Farmers Union Oil, Co. of Garrison, ND
ND	Glen Ullin	472619	Cenex Convenience Store	6490 Highway 49	58631-0635	701-348-3101	Cenex Convenience Store (Glen Ullin, ND)
ND	Glen Ullin	1521368	Rattler's Gas (Rud's)	107 East Street South	58631	701-348-3785	Rud Oil Co
ND	Grafton	969252	Petro Serve USA #68	11 State Street Northeast US Highway 10	58237	701-352-0337	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Grand Forks	1521193	Valley Dairy #3 (Petro Serve #203)	1220 University Avenue	58203	701-746-8859	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Grand Forks	1521196	Valley Dairy #6 (Petro Serve #206)	307 1st Avenue South	58201	701-746-8857	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Grand Forks	1521197	Valley Dairy #18 (Petro Serve #207)	1125 42nd Street South	58201	701-746-1564	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN

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ND	Grand Forks	1521198	Valley Dairy #20 (Petro Serve #208)	1149 36th Avenue South	58201	701-780-9908	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Grand Forks	1521200	Valley Dairy #23 (Petro Serve #201)	4701 South Washington	58203	701-757-1057	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Hankinson	1518375	Tesoro J. Starr Oil	17050 Highway 11	58041	701-242-7014	J. Starr Oil, LLC
ND	Harvey	1519027	Cenex One Stop	120 East 10th Street	58341	701-324-2788	Farmer's Union Oil of Fessenden, ND
ND	Harwood	1521555	Petro Serve	310 Dakota Avenue, PO Box 66	58042	701-282-8290	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Hatton	1518707	Cenex Ampride Hatton	1604 Highway 18 Northeast	58240	701-534-4000	Hatton Coop Oil, Co.
ND	Hazen	467091	D'Andreas	34 East Main	58545-0678	701-748-2332	S&S Specialties
ND	Hettinger	130815	Cenex Dakota Frontier Cooperative	212 Adams Avenue	58639	701-567-4344	Central Dakota Frontier Cooperative
ND	Hillsboro	1520077	Cenex Convenience Store (Ewing)	105 6th Street Southwest	58045	701-436-5126	Ewing Oil, LLC
ND	Jamestown	1514417	Superpumper #26 (I-94)	2315 Highway 281 South	58402	701-252-4732	Superpumper Inc.
ND	Kenmare	776284	Cenex Convenience Store	43800 South Highway 52	58746-0726	701-385-4222	Farmers Union Oil Co. of Kenmare & Powers Lake, ND
ND	Kindred	713792	Cenex Express Lane	220 1st Avenue South	58051	701-428-3069	Leahy - New Beginnings Investments, Inc.
ND	Lakota	896044	Cenex Convenience Store	216 Highway 2 Frontage Road	58344	701-247-2842	Farmers Union Oil Co. of Devils Lake, ND
ND	Langdon	1519218	Superpumper #9	108 9th Avenue	58249	701-256-2223	Superpumper Inc.
ND	Leeds	1519693	Cenex Convenience Store	5501 Highway 2	58346	701-466-2462	Farmers Union Oil Co. of Rugby, ND
ND	Lignite	1521703	Lignite Oil Company	8487 101st St. Northwest	58752	701-933-2386	Lignite Oil Company
ND	Lincoln	1519277	Cenex Lincoln (Cenex Bismarck)	5200 Lincoln Road	58504	701-258-1212	Cenex Farmers Union Oil, Co. Bismarck/Mandan, ND
ND	Mandan	1514729	Freeway 147 Travel Center	3825 Business Loop I-94	58554	701-663-6922	Freeway 147 Travel Center (Mandan, ND)
ND	Mandan	1519682	Petro Serve USA #78 (6th Avenue)	309 6th Avenue Southeast	58554	701-667-2153	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Mandan	1519735	Petro Serve USA #79 (Main Street)	1300 East Main Street	58554	701-663-6985	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Mandaree	1520308	Mandaree One Stop	101 4th Avenue Northeast	58757	701-759-3609	West Segment Development Corporation
ND	Milnor	1519743	Bison C-Store	14104 Highway 13	58060-9789	701-427-5276	Bison C-Store, LLC
ND	Minot	1519216	Superpumper #21 (N. Broadway)	2005 North Broadway	58701	701-852-0086	Superpumper Inc.
ND	Minot	1519220	Superpumper #32 (Dawn to Dusk) (Hwy 2)	7141 Highway 2 East	58701-9389	701-852-0094	Superpumper Inc.
ND	Minot	1519874	Enerbase #30 South East (Cenex) (20th Avenue)	205 20th Avenue Southeast	58701	701-838-0586	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources
ND	Minot	1520153	Enerbase Corner Express (Cenex) (South Broadway)	3630 South Broadway	58701	701-837-9163	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources

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ND	Minot	1520339	Enerbase #36 Highway 83 Bypass North (Cenex) (Hwy 83)	4750 Highway 83 North	58703	701-852-2501	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources
ND	Minot	1521668	Enerbase (North Broadway)	1000 North Broadway	58703	701-852-6193	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources
ND	Mohall	1520975	Cenex Convenience Store	803 Highway 5 East	58761	701-756-6814	Farmers Union Oil Company Mohall-Sherwood, ND
ND	New Rockford	1521356	Cenex Cendak Coop	11 1st Street North	58356	701-947-2492	Cendak Farmers Union Coop (New Rockford, ND)
ND	New Salem	776188	Tesoro Rud's	1310 North 8th Street	58563	701-843-7508	Rud Oil Co
ND	New Salem	1521112	Cenex (Rud's)	1309 North 8th Street	58563	701-843-7547	Rud Oil Co
ND	New Town	1519910	Eagles Landing	202 Frontage Road	58763	701-627-4396	Four Bears Casino & Lodge
ND	Park River	1520734	Cenex North Star Coop	701 Park Street	58270	701-284-7161	North Star Coop (Park River, ND)
ND	Parshall	1286526	Cenex Parshall	3798 72nd Avenue Northwest	58770	701-862-3136	Dakota Quality Grain (Parshall, ND)
ND	Plaza	1520061	Cenex	4165 64th Avenue Northwest	58771	701-497-3703	Farmers Union Oil Co. of Plaza, ND
ND	Plaza	1520113	Cenex Plaza Makoti C-Store	33800 Highway 23	58771	701-726-5711	Farmers Union Oil Co. of Plaza, ND
ND	Portal	1520718	Gastrak of Portal #258	107 Raceway Avenue	58772	701-926-4991	Gastrak of North Dakota LLC (Americana Hotel of North Dakota LLC)
ND	Powers Lake	1056829	Cenex Convenience Store	9045 Highway 50	58773	701-464-5416	Farmers Union Oil Co. of Kenmare & Powers Lake, ND
ND	Richardton	1515970	Cenex Convenience Store	3721 Highway 8 South	58652	701-974-2365	Cenex Convenience Store (Richardton, ND)
ND	Rugby	961923	Cenex Farmers Union Oil Co	401 Highway 2 Southwest	58368	701-776-6220	Farmers Union Oil Co. of Rugby, ND
ND	Rugby	1521715	Cenex Envision Main Station	105 4th Avenue Southwest	58368	701-776-7692	Farmers Union Oil Co. of Rugby, ND
ND	Sherwood	1521076	Cenex Convenience Store	41 2nd Avenue West	58782	701-459-2221	Farmers Union Oil Company Mohall-Sherwood, ND
ND	Strasburg	1521931	Kramer's Blue Room	622 Main Street	58573-7100	701-336-9882	Kramer's Blue Room, LLC
ND	Thompson	1521755	Northdale Oil	1247 7th Avenue Northeast	58278		Northdale Oil, Inc.
ND	Towner	776198	Cenex Convenience Store	801 South Main	58788	701-537-5457	Farmers Union Oil Co. of Rugby, ND
ND	Valley City	1521205	Petro Serve USA #71	1020 8th Avenue Southwest	58072	701-845-5808	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	Velva	1521537	Velva Fresh Foods	107 North Main Street	58790-7300	701-338-2971	Velva Fresh Foods, Inc.
ND	Watford City	544055	Cenex Farmers Union Oil Co	501 6th Avenue Southeast	58854	701-444-3639	Farmers Union Oil Co. of Watford City, ND
ND	West Fargo	1520137	Petro Serve USA #60 (West Main)	239 West Main Avenue	58078-1725	701-281-9540	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
ND	West Fargo	1520691	Petro Serve USA #63 (239 West Main)	1021 West Main Avenue	58078	701-281-9180	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN

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ND	White Shield	1521032	1804 Store	10-A 1804 Sesame Frontage Road	58775	701-743-4022	Four Bears Casino & Lodge
ND	Williston	1519413	Conoco Westside Fuel	3117 2nd Street West	58801-1987	701-774-1810	Westside Fuel, Inc. (Williston, ND)
ND	Williston	1520300	Holiday Stationstore #433	118 Chandler Boulevard South	58801	701-572-8830	Holiday Stationstores, Inc.
ND	Williston	1520939	Holiday Stationstore #446	113 58th Street West	58801	701-774-2682	Holiday Stationstores, Inc.
ND	Wilton	843992	Cenex Farmers Union Oil Co	615 Minnie Avenue	58579-0126	701-734-6614	Cenex Farmers Union Oil Co of Wilton, ND
NE	Ainsworth	1517201	Roadrunner Ainsworth (Western)	804 East Highway 20	69210	402-387-1992	Western Oil, Inc.
NE	Alliance	1057633	Cenex KC's Westco	2420 Box Butte Avenue	69301	308-762-1500	Western Cooperative Co.
NE	Alliance	1521557	Cenex Westco Terry's	1639 West 3rd Street	69301	308-462-5611	Western Cooperative Co.
NE	Arapahoe	1516475	Eagle Convenience #14 (Colorado Retail)	651 Chestnut Street	68922	308-962-8480	Eagle - Colorado Retail Ventures Services, LLC
NE	Atkinson	1518057	Roadrunner Atkinson (Western)	206 South Hyde Street	68713	402-376-4280	Western Oil, Inc.
NE	Auburn	1519876	Shell Speedee Mart	802 J Street	68305	402-274-5228	Mayberry, Inc.
NE	Axtell	1517165	Kat's Korner Market	102 West 3rd Street	68924	308-743-2434	Kat's Korner Market
NE	Bellevue	1517724	Shell Super Store	7613 South 36th Street	68147	402-733-3541	S.I.P., LLC
NE	Broken Bow	1518215	Sinclair Trotters Whoa & Go III	608 South E Street	68822	308-872-3441	Loup City Propane & Equipment, Inc.
NE	Creighton	775655	C-Mart	910 Main Street	68729	402-358-3711	Chrissy & Chad Horstmann dba C-Mart
NE	Culbertson	1516663	Mentzer Culbertson #7	37394 US Highway 34	69024	308-278-2101	Mentzer - WR & DM LLC
NE	Curtis	130930	Cenex Ag Valley Coop	202 West 2nd Street	69025-0147	308-367-4266	Ampride Ag Valley
NE	David City	130318	Stop Inn Package Liquor	1510 North 4th Street	68632	402-367-3923	Stop Inn Package Liquor (David City, NE)
NE	Deshler	1519903	C-Stop	101 1st Street	68340	402-365-7200	C&M Supply, Inc.
NE	Elgin	1520684	Elgin One Stop & Sleepin Inn	501 North 2nd Street	68636	402-843-2100	KNBB Enterprise, LLC
NE	Elgin	1520685	Coffeehouse Cafe	510 North 2nd Street	68636	402-843-2333	KNBB Enterprise, LLC
NE	Fremont	1521430	Shell Gini, LLC	1105 South Broad Street	68025	402-721-9815	Gini, LLC
NE	Gering	1519571	Cyclone Express Mart	2648 North 10th Street	69341	308-632-6641	Cyclone Enterprises, Inc.
NE	Grand Island	1520010	Pumpers	1904 North Diers Avenue	68803	308-381-7252	Cornhusker C-Stores, Inc.
NE	Grand Island	1520593	The Filling Station	217 East Stolley Peak Road Suite N	68801	308-675-2755	Hollywoods, LLC
NE	Gretna	1520842	Speedee Mart Gretna	431 South Highway 6	68028	402-332-5400	O'Leary, Inc.
NE	Hubbard	1519471	Hubbard Mini Mart	319 Main Street	68741	402-632-4944	K & K Hubbard Mini Mart, LLC
NE	Indianola	1516106	Cenex Ag Valley Coop	424 D Street	69034	308-364-2564	Ampride Ag Valley
NE	Kearney	1520813	Cenex Ampride Kearney Liquor	1107 2nd Avenue	68847	308-234-2771	B&S Incorporated
NE	La Vista	1521824	Dual Stop 110th	6912 South 110th Street	68128	402-597-6800	NK Corporation
NE	Lexington	1521665	Fat Dogs	2607 Plum Creek Parkway	68850	308-532-3090	Wilkinson Development
NE	Norfolk	1519012	Speedy Mart #2855 (Western)	1220 North 1st Street	68701	402-371-7099	Western Oil, Inc.
NE	North Platte	1520583	Cenex I-80 South (Mentzer)	3002 South Jeffers Street	69101	308-534-0287	Mentzer I-80 South LLC

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NE	North Platte	1520619	Prairie Mart (Mentzer)	747 East North Lake Road	69101	308-532-1922	Mentzer - WR & DM LLC
NE	North Platte	1521682	Fat Dogs	102 Holiday Frontage Road	69101	308-532-9126	Wilkinson Development
NE	Oxford	1514545	Cenex Ag Valley Coop	202 East Cornwall	68967	308-824-3850	Ampride Ag Valley
NE	Plainview	1519744	Speedy Mart #2870 (Western)	204 West Park Street	68769-0052	402-582-3751	Western Oil, Inc.
NE	Prague	1518451	Sinclair Prague Quik Stop	614 West Highway Avenue	68050	402-663-5123	Martin Hale Enterprises, LLC
NE	Schuyler	1520355	Parkview One Stop	102 Colfax Street	68661	402-352-9960	Parkview One Stop LLC
NE	Spencer	1517925	Shell KC's Road Runner	217 North Thayer	68777	402-589-1242	KC's Roadrunner
NE	Valentine	1498121	Conoco (Western)	203 East Highway 20	69201	402-376-2283	Western Oil, Inc.. (Sundance Enterprises, LLC)
NE	Weeping Water	1518753	Weeping Water Express Lane	103 South East Street	68463	402-267-5939	ERAA Investments, Inc.
NM	Alto	1520135	Chishum Convenience Store #32 (Kendrick) 2032	101 North Sun Valley Road	88312	575-336-7819	Kendrick Oil (Hub City Convenience Stores, Inc.)
NM	Crownpoint	1514586	Giant #246 (Mustang #7246)	Chaco Boulevard	87313-0086	505-786-5751	Giant Industries Arizona, Inc. / Western Refining Southwest, Inc.
NM	Farmington	1520738	Conoco Broadway (Speedy's / Spartin)	520 Broadway Avenue	87401	505-327-5611	Spartin Investments, LLC
NM	Gallup (Black Hat)	1521187	Speedy's Convenience (Spartin)	US Highway 264	87301	505-371-5540	Spartin Investments, LLC / Zinget Stores, LLC
NM	Pine Hill	832763	Conoco Pine Hill Market	Route 125	87321	505-775-3667	Sandia Oil Co Inc
NM	San Jon	1515270	Yesway #1162	2369 State Highway 469	88434	505-576-9404	Yesway Convenience Stores
NM	Tohatchi	1514922	Mustang #7251 (Giant)	7251 Highway 491	87325	505-733-2308	Giant Industries Arizona, Inc. / Western Refining Southwest, Inc.
NV	Beatty	893821	Rebel #74 (Anabi)	102 East Highway 95	89003	775-553-2227	Anabi Oil / Nevada AK, Inc.
NV	Dayton	1521410	S&S Market	215 Highway 50 East	89403	776-246-0246	Harkeerat, Inc.
NV	Washoe Valley	1521178	24 Seven	3205 Eastlake Boulevard	89704-9726	775-230-2244	ARRYN, Inc.
OH	Albany	969448	Marathon Food Center #237 (Mason County City Ice & Fuel)	5615 Washington Road	45710	740-698-3600	City Ice & Fuel (Mason County E Coop)
OH	Archbold	1287893	Valero Main Stop (Saneholtz)	1200 Stryker Street	43502	419-445-1665	Saneholtz McKarns, Inc.
OH	Chauncey	1287147	Marathon (Mason County City Ice & Fuel)	5 Converse & Main Street	45719	740-797-1914	City Ice & Fuel (Mason County E Coop)
OH	Covington	1520316	Market Fresh Foods	301 Troy Pike	45318	937-473-2531	RA Gas Mart, LLC
OH	Edgerton	949930	Valero Edgerton Main Stop (Saneholtz)	314 West Vine	43517	419-298-3737	Saneholtz McKarns, Inc.
OH	Guysville	1285174	Marathon (Mason County City Ice & Fuel)	19100 US Route 50	45735	740-662-2190	City Ice & Fuel (Mason County E Coop)
OH	Hamden	1368216	Marathon Hamden Food Mart #280 (Mason County City Ice & Fuel)	38321 State Road 93 North	45634	740-384-9888	City Ice & Fuel (Mason County E Coop)
OH	Little Hocking	1198217	Par Mar #14	66 Arrowhead Road	45742	740-989-2173	Par Mar
OH	Marietta	1322856	Par Mar #83	26960 State Route 7	45750	740-373-4539	Par Mar
OH	Morrow	1521671	Kanta Oil	720 US Highway 22 and 3	45152-8413	515-342-1234	Kanta Oil, LLC
OH	Pomeroy	1515888	Marathon One Twenty Four Mart (Mason County City Ice & Fuel)	31637 Dead Mans Curve Road	45769	304-532-7462	City Ice & Fuel (Mason County E Coop)

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OH	Reading	1521164	Reading Village Market	8400 Reading Road	45215-5621	513-834-5537	Rudra, LLC
OH	Springfield	1064447	Zip In	4750 South Charleston Pike	45502	937-323-3891	Zip In, Inc.
OH	Stockport	1518973	Windsor Store	1690 Broadway Street	43787	740-559-3000	Burt Building Co., Inc.
OH	West Unity	1322285	West Unity Main Stop (Saneholtz)	204 Jackson Street	43570	419-924-2014	Saneholtz McKarns, Inc.
OK	Anadarko	1520669	Wichita Travel Plaza #175	32107 US Highway 281	73005	405-247-2671	Wichita Tribe Industrial Development Commission
OK	Blair	1520412	Blair Superette	302 Zinn Avenue	73526	580-563-9291	Blair Superette, LLC
OK	Blanchard (Dibble)	1519684	Hop N Sack #24 (D. Woodburn)	22681 Oklahoma Highway 76	73010-4665	405-344-6768	Hop N Sack #24, Inc. (Donovan Woodburn & Sheryl Woodburn)
OK	Cache	1519633	Hop N Sack #3 (Fran. - D. Woodburn)	405 West H Avenue	73527-0740	580-429-8202	Hop & Sack #3, Inc. (Donovan Woodburn & Sheryl Woodburn)
OK	Choctaw	1519352	Choctaw Quick Food Mart	15050 Southeast 29th Street	73020	405-390-3323	NT, LLC
OK	Comanche	829416	Hop N Sack #15 (Fran. - S. Woodburn)	200 South 3rd Street	73529-0146	580-439-8881	JayMeg, Inc. (Donovan Woodburn & Sheryl Woodburn)
OK	Crescent	1521114	Earnheart's #2	418 North Grand Avenue	73028-8832	405-969-3255	Earnheart Stations, LLC
OK	Cyril	1521653	Pirate Express	206 North 2nd Street	73029	580-464-3188	Rank 5 LLC
OK	Elmore City	461063	Cash N Carry	100 West Lindsey Street	73433	580-788-2644	Cash N Carry
OK	Fletcher	1519816	Hop N Sack #10 (Fran. - R. Sellers)	14270 Highway 277 North	73541	580-549-6060	Hop & Sack #10, Inc.
OK	Kingfisher	447324	Double D's	701 North Main	73750	405-375-3161	Double D's (Kingfisher, OK)
OK	Laverne	776335	Conoco Fast Fill	915 South Broadway	73848-0710	580-921-3302	JR Enterprises Inc
OK	Lawton	1162830	Hop N Sack #19 (Lee) (Fran. - S. Woodburn)	14902 Southeast Lee Boulevard	73501	580-248-9180	RedWood, Inc. (Donovan Woodburn & Sheryl Woodburn)
OK	Lawton	1322449	Hop N Sack #12 (Rogers) (Fran. - D. Woodburn)	118 North East Rogers Lane	73507	580-355-5222	Donovan Woodburn dba Hop & Sack (Donovan Woodburn & Sheryl Woodburn)
OK	Lawton	1514387	Hop N Sack #16 (Fran. - R. Sellers)	#2 Southeast 45th	73501	580-357-3016	Ricky Sellers dba Hop & Sack #16
OK	Lawton	1521726	Red Dirt Reloaded	6425 Northwest Cache Road	73527	580-699-3478	RTP LLC
OK	Lexington	1521059	H & T Quick Stop	16777 156th Street	73051	405-527-1717	Sharym Enterprise, Inc.
OK	Medford	776274	Jiffy Trip #317 (Hammer Williams)	210 East Highway 11	73759	580-395-3181	Williams Capitol Corp aka Hammer Williams
OK	Mountain View	1066852	Hop N Sack #17 (Fran. - D. Woodburn)	197 West Main	73062-0486	580-347-2226	Donovan Woodburn dba Hop & Sack (Donovan Woodburn & Sheryl Woodburn)
OK	Oklahoma City	1520562	City Mart #4 (59th St Lera)	924 Southeast 59th Street	73129	405-632-1166	ZD Petroleum Corp.
OK	Oklahoma City (Piedmont)	1519712	Total Express (NW Expressway)	12121 Northwest Expressway	73099	405-375-0839	TNH Fuel Express, LLC
OK	Panama	1520693	Quik Mart	400 North Kentucky Avenue	74951	918-963-9183	Gondal Petroleum, Inc.
OK	Ringling	1520475	Speedy G's	Highway 70	73456	580-662-2112	Speedy G's 3, Inc.

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OK	Rush Springs	776341	Hop N Sack #2 (Fran. - S. Woodburn)	308 South Rush	73082-0592	580-476-2507	JaySher, Inc. (Donovan Woodburn & Sheryl Woodburn)
OK	Sallisaw	1367701	Sunshine Store #16	804 West Cherokee Street	74955	918-775-3562	IK C-Store, Inc.
OK	Sayre	1514491	Shell Tosh	I-40 @ Highway 152, Exit #23	73662	580-928-3693	Tosh's Shell LLC
OK	Seiling	1322443	Jiffy Trip (Hammer Williams)	217 South Main	73663	580-922-4870	Williams Capitol Corp aka Hammer Williams
OK	Snyder	1520721	Snyder Mart	503 East 13th Street	73566	580-569-4108	Snyder Mart, LLC
OK	Sulphur	1519984	Snak Shak Central	1200 West Broadway	73086-4416	580-622-2019	Barnwater Development, Inc.
OK	Tuttle	1519709	Hop N Sack (Fran. - D. Woodburn)	5025 East Highway 37	73089	405-381-9370	Donovan Woodburn dba Hop & Sack (Donovan Woodburn & Sheryl Woodburn)
OK	Velma	1519932	Speedy G's	102 Purdue	73941	580-444-3660	Speedy G's Convenience Store, LLC
OR	Nyssa	1517459	M & W Market (Intermountain)	424 Main Street	97913	541-372-3916	Intermountain Food Stores, Inc.
OR	Tangent	1516267	Crossroads Deli ARS #520	33685 Highway 99 East	97389	541-926-8756	ARS West / Fresno, LLC
PA	Mount Morris	1326493	BFS Foods #22	106 Gas Company Road	15349	724-324-5385	BFS Foods Inc.
SC	Allendale	1520600	Tiger Express #4	5009 Allendale-Fairfax Highway	29810	803-584-0334	Mixson Incorporated
SC	Andrews	1367649	Citgo Andrews (West Main) (Girdhar)	1009 West Main Street	29510	843-264-9699	Girdhar, LLC
SC	Aynor	854606	Exxon Tiger Mart #11 (Smith Rogers)	2841 Highway 501 East	29511	843-358-0555	Smith Rogers Oil Co Inc
SC	Batesburg	1520532	Circle K Store #3099	1694 Old 96 Indian Trail	29006	803-657-6670	Circle K Stores, Inc.
SC	Columbia	1140194	Pantry Express #600 (Winnsboro)	1909 Percival Road	29223	803-736-7147	Winnsboro Petroleum, Company, Inc.
SC	Columbia	1519930	Pantry Express #677 (Winnsboro)	8550 Farrow Road	29203-9109	803-419-0007	Winnsboro Petroleum, Company, Inc.
SC	Cordova (Orangeburg)	1101256	Quick Pantry #125	3911 Bamberg Road	29039	803-534-6564	Quick Stop
SC	Gable	1520805	Kite Surfing, LLC	7800 Myrtle Beach Highway	29051	843-659-2240	Kite Surfing, LLC
SC	Graniteville	1520533	Circle K Store #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	803-482-6859	Country Mart
SC	Jackson	1521307	Circle K #2723253	19439 Atomic Road	29831	803-471-2345	Circle K Stores, Inc.
SC	Lakeview	1196728	Exxon Tiger Mart #5 (Smith Rogers)	101 West 3rd Avenue	29563	843-759-2431	Smith Rogers Oil Co Inc.
SC	Latta	776545	Exxon Tiger Mart #8 (Smith Rogers)	202 East Main Street	29565	843-752-4271	Smith Rogers Oil Co Inc
SC	Longs	1325995	Exxon Tiger Mart #9 (Smith Rogers)	104 Highway 9 East	29568	843-399-2288	Smith Rogers Oil Co Inc
SC	Moncks Corner	1520590	VP Racing Fuels	200 Rembert C. Dennis Boulevard	29461	904-599-7931	Vedikajiya, LLC
SC	Moncks Corner	1521851	Cypress Mart	2960 South Live Oak Drive	29461	843-761-5909	Jai Lakshmi, LLC
SC	Saint Stephen	1195482	Lee's Quick Stop	3792 Burns Avenue	29479-0700	843-567-5378	Balajee Properties, Llc
SC	Union	1519189	Highway 9 Grocery	1255 Jonesville-Lockhart Highway	29379	864-674-1991	2'D's LLC
SC	Walterboro	1520174	Circle C Travel Plaza	11109 Augusta Highway	29488	843-538-5443	Crosby Enterprises, Inc.

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SC	Winnsboro	1521388	Pops #550 (Winnsboro)	797 US Highway 321	29180	803-635-6900	Winnsboro Petroleum, Company, Inc.
SD	Aberdeen	1520004	Aberdeen 8th Avenue Pit Stop	2323 8th Avenue Northeast	57401	605-225-9939	Stoltman - Aberdeen Pit Stop, Inc.
SD	Alcester	1327273	Total Stop Food Store #9114	210 East 1st Street	57001	605-934-2760	Total Stop Food Stores: Alcester Groceries, Inc.
SD	Baltic	1521279	Classic Corner	200 Lovely Avenue	57003	605-529-5559	Classic Convenience, Inc.
SD	Baltic	1521798	Midway Service	25402 475th Avenue	57003	605-529-5458	Midway Service, Inc. / Vollan Oil Co.
SD	Belle Fourche	1520555	Cenex CBH Travel Center	18765 US Highway 85	57717	605-723-9000	CBH Cooperative
SD	Beresford	1520211	Jet Truck Plaza #9910 (Total Stop)	1501 West Cedar Street	57004	605-763-5005	Total Stop Food Stores: Jet Convenience, Inc.
SD	Brandon	1518356	Coffee Cup Fuel Stop #7 (Harms)	1009 North Splitrock Boulevard	57005	605-582-7229	Harms Oil Co dba Coffee Cup Fuel Stops
SD	Britton	969507	Holland Bros. Oil	822 Vander Horck	57430	605-448-5518	Holland Bros Oil (Britton, SD)
SD	Brookings	1520047	The Depot	921 20th Street South	57006	605-692-4424	ERL, LLC
SD	Buffalo	969273	Cenex ProPoint Coop	307 Highway 85	57720-0186	605-375-3303	ProPoint Cooperative
SD	Burke	1520480	Pump N Stuff (Lockwood)	1124 Washington Street	57523-0283	605-775-2302	Pump N Stuff (Dave Lockwood)
SD	Canton	1368334	Pump N Pak	110 West 5th Street	57013	605-764-5780	SIVAA Inc.
SD	Centerville	1520479	Pump N Stuff (Lockwood)	831 Broadway	57014	605-563-2005	Pump N Stuff (Dave Lockwood)
SD	Chancellor	1515440	Total Stop #9919	200 State Highway 44	57015	605-647-2700	Total Stop Food Stores: Chancellor Convenience LLC
SD	Clark	1521031	Cenex Big C Travel Plaza	801 1st Avenue East	57225	605-532-3704	Clark Community Oil
SD	Colton	1521523	Classic Corner	201 South Main Street	57018	605-446-3717	Classic Convenience, Inc.
SD	Crooks	1520478	Pump N Stuff (Lockwood)	401 South West Avenue	57020	605-543-6949	Pump N Stuff (Dave Lockwood)
SD	De Smet	1327491	Cowboy Country Store	104 East Highway 14	57231	605-854-3553	4 Caballeros, Inc.
SD	Dupree	1518805	Cenex Farmers Union Coop	Highway 212	57623	605-365-5370	Farmers Union Oil Co. of Dupree, SD
SD	Eagle Butte	484998	Lakota Thrifty Mart	Highway 212 & Main	57625-0310	605-964-2944	Cheyenne Rivery Grocery Marketing Coop dba Lakota Thrifty Mart
SD	Edgemont	1520344	Yesway #1175	103 North 6th Avenue	57735	605-662-5000	Yesway Convenience Stores
SD	Edgemont	1521547	Yesway #1174	149 North 6th Avenue	57735	605-662-7365	Yesway Convenience Stores
SD	Elk Point	1519728	A-1 Quik Stop	1009 West Main Street	57025	605-659-1858	A-1 Quik Stop, LLC
SD	Eureka	1520422	The Stop	808 J Avenue	57437	605-284-5202	JPH, Inc.
SD	Faith	1382452	BP Amoco M & D Food Shop	State Highway 212 - Deep Creek Road	57626	605-967-2139	M & D Oil Company, Inc.
SD	Fort Pierre	1521351	Yesway #1176	501 North Deadwood Avenue	57532	605-223-9878	Yesway Convenience Stores
SD	Freeman	1520789	Total Stop #9907	601 US Highway 81	57029	605-925-4391	Total Stop Food Stores: Freeman Convenience LLC
SD	Garretson	130774	Palisades Oil Company	25353 485th Avenue	57030	605-594-6656	Coburn Companies - Palisades Oil Company
SD	Gettysburg	97427	Gas N Goodies	106 East Garfield	57442	605-765-2761	Gettysburg Gas N Goodies, Inc.
SD	Gettysburg	1521416	Stan's	815 East Highway 212	57442	605-765-2266	Stanley's Inc.

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SD	Gregory	1519180	Sinclair Jono's	408 West Highway 18	57533	605-835-9449	Fairway, Inc. / Jono's Sinclair
SD	Hartford	775726	Get N Go #3 (Hartford) (Olson)	101 East 9th Street	57033	605-528-6534	Olson Oil Co (Todd Olson)
SD	Herreid	775690	Herreid Super Stop	1108 Main Street North	57632-0157	605-437-2301	WD Inc
SD	Highmore	1392786	Shell (Hokis)	100 US Highway 14 West	57345	605-852-2900	Hall Oil & Gas Co.
SD	Howes (Takini)	1520931	Lakota Thrifty Mart	19105 South Dakota Highway 34 / East Cherry Road	57748	605-964-2949	Cheyenne River Grocery Marketing Coop
SD	Huron	1518907	Southside Convenience (Dakota Ave. South)	1775 Dakota Avenue South	57350	605-352-1613	AMC Huron Co, Inc.
SD	Huron	787827	Corner Pantry #26 (Dakota Ave. North) (MG Oil)	1555 Dakota Avenue North	57350-0107	605-352-0551	M.G. Oil Company
SD	Huron	1515455	Corner Pantry #25 (Hwy 14) (MG Oil)	2369 Old Highway 14	57350	605-352-3877	M.G. Oil Company
SD	Irene	1520525	Pump 'N Stuff - Irene (Lockwood)	221 East Main Street	57037	605-263-3322	Pump N Stuff (Dave Lockwood)
SD	Isabel	1518756	Cenex Locken Oil, LLC	104 North Main	57633	605-466-2143	Locken Oil, LLC
SD	Kadoka	1516036	Sinclair Discount Fuel	511 SD Highway 73	57543	605-837-2271	Discount Fuel, Inc.
SD	Kadoka	1521562	Yesway #1178	24475 South Creek Road	57543	605-837-2126	Yesway Convenience Stores
SD	Keystone	1521301	Keystone Convenience	424 Highway 16A	57751	605-666-5203	Keystone Convenience, LLC
SD	Lake City	1520299	Roy Lake Resort & Lodge	11571 Northside Drive	57247	605-448-5498	Charles Thames dba Roy Lake Resort
SD	Lemmon	776534	Lemmon Pit Stop	5 10th Street West	57638	605-374-3746	Stoltman - Lemmon Pit Stop, LLC
SD	Lennox	1233549	Cenex Countryside Convenience	47073 US Highway 18	57039	605-372-4166	I-29 Fuels, Inc.
SD	Lennox	1519434	Total Stop Convenience Store #9914	417 East 4th Avenue	57039	605-296-2400	Total Stop Food Stores: Lennox Groceries, Inc.
SD	Madison	969490	Classic Corner	500 Southeast 10th Street	57042	605-256-0338	Classic Convenience, Inc.
SD	Marion	1521155	Donlan's Foodland	603 South Broadway	57043	605-648-3278	Donlan's Foodland and Variety, Inc.
SD	Martin	1518983	Yesway #1181	201 Bennett Avenue	57551	605-685-6668	Yesway Convenience Stores
SD	McIntosh	1521414	Cenex Farmer's Union Oil	221 Main Street	57641	605-273-9249	Farmers Union Oil Co. of McLaughlin, SD
SD	McLaughlin	1519884	Cenex Farmers Union Oil Co	101 North Main Street	57642-0260	605-823-4456	Farmers Union Oil Co. of McLaughlin, SD
SD	Menno	1514250	Total Stop Convenience Store #9616	551 East Highway 18	57045	605-387-5151	Total Stop Food Stores: Menno Groceries, LLC dba Total Stop Food Store
SD	Milbank	775426	Food N Fuel (GJT)	103 West 4th Avenue	57252	605-432-6678	GJT, Inc.
SD	Miller	776179	Pump N Pak	709 North Broadway	57362	605-853-3758	Milan, Inc.
SD	Mission	1245247	Cenex Zip Trip #76	1213 West Highway 18	57555	605-856-4434	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)
SD	Onida	775849	The Corner	18503 US Highway 83	57564	605-258-2400	Cousins Corner Inc.
SD	Parker	775730	Get N Go #9 (Parker) (Olson)	370 North Main	57053	605-297-3649	Olson Oil Co (Todd Olson)
SD	Philip	856533	Corner Pantry #20 (MG Oil)	101 Pine Street	57567	605-859-3500	M.G. Oil Company
SD	Pierre	1066800	Yesway #1185	819 East Wells Avenue	57501	605-224-7444	Yesway Convenience Stores
SD	Pierre	1521816	1 Stop Travel Plaza	29265 US Highway 14	57501	605-223-1231	1 Stop Travel Plaza, Inc.

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SD	Plankinton	1518386	Coffee Cup Fuel Stop #4 (Harms)	I-90 Exit 310	57368	605-942-7138	Harms Oil Co dba Coffee Cup Fuel Stops
SD	Platte	1521575	44 Road Stop	21 West 7th Street	57369	605-337-3304	Olsen, Road Stop LLC
SD	Rapid City	1519215	Yesway #1189	3275 South Highway 79	57701	605-343-0182	Yesway Convenience Stores
SD	Rapid City	1521543	Fresh Start #37 (Timmons)	747 Timmons Boulevard	57703	605-393-3018	Fresh Start Convenience Stores, Inc.
SD	Redfield	656416	One Stop	105 West 7th Avenue	57469	605-472-1005	AMC Huron Co, Inc.
SD	Rosholt	1519964	Crossroads Convenience Store	19 East Dakota Street	57260-2222	605-537-4828	Fisher Enterprises, Inc.
SD	Sioux Falls	775725	Get N Go #2 (12th Street) (Olson)	1500 West 12th Street	57104	605-332-6668	Olson Oil Co (Todd Olson)
SD	Sioux Falls	852447	Get N Go #10 (Marion Road) (Olson)	951 South Marion Road	57106	605-338-4453	Olson Oil Co (Todd Olson)
SD	Sioux Falls	1517011	Sanford Hospital Dakota Food Court Medical Building 4 Surgical Tower	1508 West 22nd Street	57117	605-328-1052	Sanford Health: Sanford Hospital USD Medical Center
SD	Sioux Falls	1519182	Sanford USD Medical Center Main Cafeteria Dakota Café	1305 West 18th Street	57105	605-328-1050	Sanford Health: Sanford Hospital USD Medical Center
SD	Sioux Falls	1519755	Friendly's Fuel Stop (fka Pump N Pak - Benson / Potsdam)	3700 North Potsdam Avenue	57104	605-977-6114	Harms Oil Co dba Coffee Cup Fuel Stops
SD	Sioux Falls	1520110	Sanford Pentagon Sports Complex	2210 West Pentagon Place	57107	605-321-1695	Sanford Health: Sanford Frontiers (Ovations Food Services Operator)
SD	Sioux Falls	1520560	Get N Go #22 (Cliff & 60th St. N) (Olson)	4915 North Cliff Avenue	57104	605-274-8717	Olson Oil Co (Todd Olson)
SD	Sioux Falls	1521311	Sanford Business Center (Benson Road)	2200 East Benson Road	57107	605-333-1000	Sanford Health: Sanford Hospital USD Medical Center
SD	Sioux Falls	1521822	Tre Crystal Ice	601 West 33rd Street	57105	605-310-0019	Crystal Ice Concessions
SD	Sisseton	1518617	Sinclair K & K Convenience and Wash (Fisher)	309 East Hickory	57262	605-742-7474	Fisher Enterprises, Inc.
SD	Sturgis	1326056	Conoco Kick Start Travel Center	12998 State Highway 34	57785	605-347-2197	Mako Enterprises, Inc.
SD	Vermillion	1520482	Pump N Stuff (Lockwood)	203 East Main Street	57069	605-624-4909	Pump N Stuff (Dave Lockwood)
SD	Viborg	1520481	Pump N Stuff (Lockwood)	200 South Main Street	57070-0561	605-326-5731	Pump N Stuff (Dave Lockwood)
SD	Vivian	1514800	Coffee Cup Fuel Stop #8 (Harms)	24022 US Highway 83	57576	605-683-4666	Harms Oil Co dba Coffee Cup Fuel Stops
SD	Wall	1516470	Red Rock	506 Glenn Street	57790	605-279-2388	The Red Rock
SD	Wanblee	1519596	Wanblee Mart	22285 SD Highway 44	57577	605-462-6622	Wanblee Mart, Inc.
SD	Watertown	776383	I-29 Fuels	825 35th Street Southeast	57201	605-886-3055	P & L Convenience
SD	Watertown	1517831	Cowboy Country Store #1	305 10th Street Northwest	57201	605-882-3304	Spies Corporation
SD	Watertown	1520611	Cowboy Country Store #3	1400 4th Street Northeast	57201	605-886-4444	Spies Corporation
SD	Webster	776276	Cenex Convenience Store	11 West Highway 12	57274-1021	605-345-3549	Sioux Valley Cooperative (Webster, SD)
SD	Wessington Springs	130194	Humm-Dingr Convenience Store	105 Dakota South	57382	605-539-9095	Humm-Dinger Inc.
SD	Winner	1322450	Cenex Zip Trip #77	641 West 2nd Street	57580	605-842-2999	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)
SD	Wolsey	1515876	281 Travel Center	601 Commercial Avenue Southwest	57384	605-883-4586	281 Travel Center
SD	Woonsocket	1520139	Skeeters Convenience Store	208 Dumont Street	57385	605-796-9497	Skeeters Bar & Grill, LLC

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TN	Athens	1520239	IAM Market #8	947 Congress Parkway North	37303-1705	423-745-8690	Nirjan, LLC
TN	Dyersburg	1521404	Tiger Express	2800 East Court Street	38024	731-288-3522	Akshat Propeties, LLC
TN	Germantown	1478179	Shell Poplar (United Invest.)	9095 Poplar Avenue	38138	901-757-9930	United Investments LLC
TN	Knoxville	1515413	Pilot C-Store #241 (Sevier)	2801 East John Sevier Highway	37914	865-546-6776	Pilot Corporation
TN	Tullahoma	1521026	Short Stop Market	1201 East Carroll Street	37388	931-455-7258	Damron Properties Inc.
TN	Whitwell	1517260	Raceway Convenience & Video	13150 Highway 28	37397	423-658-6153	Raceway Convenience & Videos
TX	Austin	700805	Valero Lake Hills Grocery & Meat Market	1500 Cuernavaca Drive	78733	512-263-9809	Lake Hills Grocery & Meat Market / Arsh Trading Inc.
TX	Austin	1520795	Apple Mart	2101 Wickersham Lane, Suite A	78741	512-386-5222	Badapura - Premier Business Investment, Inc.
TX	Ballinger	1514361	Tres Amigos Convenience #5	417 Hutchins Avenue	76821	325-365-3237	TACS, Inc., Tres Amigos Convenience
TX	Brownfield	1520588	Yesway #1157	1106 Lubbock Road	79316	806-637-3151	Yesway Convenience Stores
TX	Canadian	924948	Alexanders Grocery & Deli	959 South 2nd Street	79014	806-323-8853	Alexander Grocery & Deli (Canadian, TX)
TX	Carmine	1521846	The Village Mart	115 West Sylvan Street	78932-0387	919-278-3333	Carmine Village Market LLC
TX	Chester	889741	Jiffy Mart (Bill Dover)	13857 Main Street	7593-2514	936-969-2195	Bill Dover Co., Inc.
TX	Christoval	1515975	Tres Amigos Convenience #4	20793 South US Highway 277	76935	325-896-2246	TACS, Inc., Tres Amigos Convenience
TX	Coleman	1520901	Tres Amigos Convenience	516 South Commercial Avenue	76834	325-625-1011	TACS, Inc., Tres Amigos Convenience
TX	Copperas Cove	1520649	Star Mart 15	1903 North 1st Street	76522	254-518-6278	Kelly King, Inc.
TX	Diboll	1521069	Diboll Express / Bigs #3821	701 South Temple	75941	936-829-5691	Bigs (Diboll Express, Inc.)
TX	Dimmitt	1520609	Yesway #1151	419 North Broadway Street	79027	806-647-3446	Yesway Convenience Stores
TX	Eden	831051	Tres Amigo's Convenience Store #2	502 West Broadway	76837	325-869-8509	TACS, Inc., Tres Amigos Convenience
TX	Elmendorf	20883103	Valley Mart #10	20275 I-37 South	78112	210-621-0221	Valley Mart, Inc.
TX	Farmers Branch	1057589	Exxon Midway	4205 LBJ Freeway	75244	972-239-7751	Midway Exxon
TX	Flint	1519590	Chevron Craft Corner	18910 FM 2493	75762	903-894-3503	Michael A. Bacica dba Craft Corner
TX	Franklin	1520221	Mudd Creek Country Store	1968 US Highway 79	77856	979-828-0031	DBD Holdings, LLC
TX	Friona	1516162	Yesway #1150	1115 West 11th Street	79035	806-250-3138	Yesway Convenience Stores
TX	Glen Rose	1517751	Texaco Mighty Mart	901 North East Big Bend Trail	76043	254-898-8888	Evergreen Lone Star, Inc.
TX	Grapevine	1521036	Paradise Quick Stop #3	513 East Northwest Highway	76051	817-421-8762	Nirmal & Armaan Enterprise, Inc.
TX	Groves	1521600	Super Stop	6900 32nd Street	77619	409-548-0534	Groves Xpress, LLC
TX	Helotes	949445	Valero Valley Mart #7	12998 Bandera Road	78023-4003	210-695-2567	Valley Mart, Inc.
TX	Hutto	1521552	Tradesman Food Box	100 Tradesmen Park Drive	78634	832-744-0308	Badapura - Trademan Business Inc.
TX	Iowa Park	1520610	Yesway #1168	1501 North Pacific Avenue	76367	940-592-1900	Yesway Convenience Stores

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TX	Johnson City	1521596	Bigs #109	7678 East Highway 290	78636	830-868-0506	Bigs (Henly Express, LLC_
TX	Lubbock	1520092	Yesway #1156	2611 East Slaton Road	79414	806-771-8800	Yesway Convenience Stores
TX	Lufkin	1521353	Brooks Express / Bigs	4609 East State Highway 103	75901	936-634-3393	Bigs (Brooks Express, Inc.)
TX	McGregor	793058	Shell A&A Food Mart	804 West McGregor Drive	76657	254-840-4236	Anderson, Inc.
TX	Menard	1064334	Tres Amigos Convenience Store #1	811 Ellis	76859-0181	325-396-2030	TACS, Inc., Tres Amigos Convenience
TX	Meridian	1521752	Tommy's #37	319 East Morgan Street	76665	254-435-2499	Tommy's Snax Food LLC
TX	Mexia	776356	Exxon Charlies #4	315 North Highway 14	76667	254-562-6296	TKR AK Investments, Inc.
TX	Midland	1520506	Whits Grocery	5011 South State Highway 349	79706	432-687-6106	SWL Legacy Corp.
TX	Newton	1156916	Jiffy Mart (Bill Dover)	300 Highway 87 North	75966	409-379-4110	Bill Dover Co., Inc.
TX	Niederwald (Buda)	1520881	Snax Max #1	13901 El Camino Real	78610	512-398-7645	Badpura - A & S Retail, Inc.
TX	Orange	826909	Exxon	7120 I-10 West	77631-1483	409-745-5454	Sunchase Enterprises, Inc. dba Delaware Food Mart
TX	Ropesville	1520353	Yesway #1167	110 Arnett Avenue	79358	806-562-2030	Yesway Convenience Stores
TX	Round Rock	1519951	Settler's Express	4450 East Old Settlers Boulevard	78665	512-716-0201	Badapura - Redbud Grocery, Inc.
TX	San Angelo	1519995	Tres Amigos Convenience #???	1801 College Hills Boulevard	76904-4909	325-949-4222	TACS, Inc., Tres Amigos Convenience
TX	Shallowater	1514497	Yesway #1153	1107 12th Street	79363	806-832-4856	Yesway Convenience Stores
TX	Smithville	1521826	Jimmy's Food N Gas	1501 Northeast Loop 230	78957	512-237-2471	Four Seasons C-Store Group LLC
TX	Sonora	1520204	Tres Amigos Convenience #???	909 Water Avenue	76950	325-387-5082	TACS, Inc., Tres Amigos Convenience
TX	Sterling City	1519778	Tres Amigos Convenience #7	920 East 4th Street	76951	325-378-3617	TACS, Inc., Tres Amigos Convenience
TX	Sulphur Springs	969739	Joe Bobs	500 North Hillcrest	75483	903-885-8841	Joe Bobs
TX	The Colony	1521765	Fast Market #3519 (Empire)	3901 State Highway 121	75056	214-618-1087	Empire Petroleum Partners LLC (Quik-Way Retail Associates II)
TX	Water Valley	1519888	Tres Amigos Convenience #6	16277 North US Highway 87	76958	325-484-2034	TACS, Inc., Tres Amigos Convenience
TX	Wills Point	1516842	Mobil Mitchell Oil Co.	330 East South Commerce	75169	903-873-3510	Mitchell Oil Co. / Ben Mitchell Enterprises
TX	Windthorst	1521369	Windthorst Convenience & Liquor / The Liquor Store	18847 US Highway 281	76389	940-423-6677	The Liquor Store, LLC
UT	Altamont	1521564	UC Market	3986 North 15675 West	84001	435-454-3818	D.J. Rentals, LLC dba UC Market
UT	Duchesne	1513978	Gateway 66	655 West Main	84021	435-738-5700	Johnson & Madsen Properties, Inc.
UT	Roosevelt	970034	Chevron Top Stop (Wind River)	521 East 200 North	84066	435-722-0999	Wind River Petroleum / Top Stop Convenience Stores
VA	Chesapeake	1519972	Exxon Cavalier	3591 South Military Highway	23323	757-487-8059	Shri Sainath, LLC
VA	Christiansburg	1515046	NRV Superbowl	375 Arbor Drive	24073	540-382-5525	NRV Superbowl, LLC
VA	Christiansburg	1521476	Xtreme Springz Trampoline Park	200 Midway Plaza Drive	24073	540-251-5362	Xtreme Springz LLC

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VA	Forest	1520694	Apple Market #3201 (GPM)	14670 Forest Road	24551	434-525-9131	GPM Investments, LLC
VA	Franklin	1517287	Duck Thru Food Store #5 (Shell) (Jernigan)	30001 Smith Ferry Road	23851	757-569-8137	Jernigan Oil Co., Inc. (Duck Thru)
VA	Franklin	1519939	Duck Thru Food Store #39 (Jernigan)	807 Hunterdale Road	23851	757-304-9903	Jernigan Oil Co., Inc. (Duck Thru)
VA	Hurt	1520151	Apple Market #3222 (GPM)	45 Ricky Van Shelton Drive	24563	434-324-2268	GPM Investments, LLC
VA	Ivor	1520076	Woco Express	35242 General Mahone Boulevard	23866	757-859-9030	Woco Express, LLC
VA	Moneta	1520206	Apple Market #3208 (GPM)	4640 Stewartsville Road	24121	540-297-3712	GPM Investments, LLC
VA	Portsmouth	1519088	Citgo Lee's C-Store	4408 West Norfolk Road	23703	757-638-7045	SBU Corporation
VA	Salem	1521803	Cavern's Maret	5721 Fallbrooke Drive	24153	540-404-3318	Cavern Petro, Inc.
VA	South Boston	1521079	World of Sports (JB's Burgers, Apps, & Taps)	2030 Bill Tuck Highway	24592	434-572-6924	Halifax County World of Sports, LLC
WA	Bothell	1520623	Chevron North Creek	11611 Northeast 195th Street	98011	425-424-2405	Stejun Investment, Inc.
WA	Bridgeport	1319429	Quik E Mart #3	2606 Foster Creek Avenue	98813-9770	509-686-9898	Foster Creek, LLC
WA	Cashmere	1520442	Super Deli Market	106 Tichenal Road	98815	509-782-1212	Gillbro. LLC
WA	Conway	1265675	Conway Foods	18707 Main Street	98238	360-445-4336	Lochin, Inc.
WA	Coulee Dam	1521011	Jack's at Coulee Dam / Coulee View Food & Fuel	2 Okanagan Avenue	98116	509-633-5951	Brakie, Inc.
WA	Davenport	809225	Cenex Traders Express	300 Morgan	99122	509-725-0265	Ag Link, Incorporated
WA	Everett	1520679	76 Broadway & Pacific	3105 Broadway	98011	425-252-3435	Leeji Bluesky, Inc.
WA	Maple Falls	1367850	Starvin Sam's	7519 Kendall Road	98266	360-599-2668	SYB Holding Inc / Keith Oil
WA	Monroe	969215	Fryeland 76	16361 West Main Street	98272	360-794-5020	Fryeland 76
WA	Mount Vernon	969334	Union 76 Anderson Road 76	2829 Cedardale Road	98274-9615	360-428-6981	Anderson Road 76
WA	Mount Vernon	1518116	Shell Laconner Road	13725 LaConner Whitney Road	98273	360-466-2177	Cheema & Sons, LLC
WA	Nooksack	1521027	Starvin Sam's III	102 West Columbia Street	98276	360-966-4994	Convenience On the Go, Inc.
WA	Omak	1520031	Omak Truck Stop	800 East Riverside Drive	98841	509-826-2965	Samra Fuel, LLC
WA	Omak	1521169	Stampede Mini Market	111 Riverside Drive	98841-9373	509-826-4279	ARSH LLC
WA	Orondo	1521893	Shell Willis Super	21318 State Road 97	98843	509-995-4610	Khara, Inc.
WA	Oroville	1520104	Quik Mart 76	1501 Main Street	98844	509-476-2161	JAS 2009, LLC dba Quik Mart 76
WA	Othello	1390574	Potholes General Store (Hwy 262)	6897 Highway 262 Southeast	99344	509-346-2503	Wallred LLC
WA	Othello	1520001	Shell Othello (1st St.)	1220 South 1st Street	99344	509-488-2666	Rania Group, Inc.
WA	Pullman	1514494	Cenex Four Star Supply Pullman	355 State Street Northwest	99163	509-334-1864	Four Star Supply, Inc.
WA	Richland	1517111	Rocket Mart	2201 Stevens Drive	99352	509-375-5327	G.S. Gasoline
WA	Seattle	1519184	Shell Seaport Food Mart	7801 Detroit Avenue Southwest	98106	206-763-5995	DJP Enterprise, Inc.
WA	Sedro Woolley	1517512	Handy Mart	500 East State Street	98284	360-855-2198	Choice Management Inc.
WA	Spokane Valley	1518776	Chevron Circle N Food Store #1 Amerimart	3620 North Sullivan Road	99216	509-928-2200	Circle N Food Stores, LLC
WA	Tacoma	1521645	Chevron Midland	3004 112th Street East	98445	206-412-6486	Gill & Kahlon, Inc.

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WA	West Richland	969296	Rocket Mart #7	4205 Kennedy Road	99353	509-628-2229	G.S. Gasoline
WI	Almena	1520640	Holiday Almena (Synergy)	241 East US Highway 8	54805	715-357-3957	Synergy Cooperative
WI	Amery	1519032	Cenex Countryside Coop	319 South Keller Avenue	54001	715-268-4477	Countryside Cooperative / Durand,WI Cooperative
WI	Arcadia	1521648	Express Mart	751 West Main Street	54612	608-325-7828	J&S Sales of Chippewa Falls, LLC
WI	Athens	931218	Cenex Heartland Coop	900 Pine Street	54411	715-257-7587	Heartland Cooperative Services
WI	Auburndale	1521067	Cenex ProVision Auburndale Convenience Store	10391 County Road K	54412	715-687-3131	ProVision Partners Cooperative
WI	Baldwin	1519151	Cenex Countryside Coop	930 10th Avenue	54002-9706	715-684-5543	Countryside Cooperative / Durand,WI Cooperative
WI	Barron	1520980	Cenex Barron Truck Stop (Synergy)	1710 East Division Avenue	54812	715-537-3658	Synergy Cooperative
WI	Black River Falls	1520435	Cenex 4 Season's Quik Stop (Federation)	N5885 Highway 54 North	54615	715-284-3138	Federation Cooperative
WI	Blanchardville	1520497	Cenex Convenience Store (Blanchardville Coop)	401 South Main Street	53516	608-523-3133	Blanchardville Cooperative Oil Association, Inc.
WI	Bloomer	1520564	Cenex Bloomer C-Store Main Street (River Country)	1300 Main Street	54724	715-933-0261	River Country Co-Op
WI	Boscobel	130760	Cenex New Horizons	601 Elm Street	53805	608-375-2660	New Horizons Supply Cooperative
WI	Boyceville	130962	Cenex Synergy Coop (Synergy)	915 Highway 79	54725	715-643-3226	Synergy Cooperative
WI	Boyd	1521627	Cenex Convenience Store (River Country)	819 East Murry Street	54726	715-667-3595	River Country Co-Op
WI	Bruce	1521722	Express Mart	533 North Main Street	54819	715-868-2822	J&S Sales of Chippewa Falls, LLC
WI	Burlington	1520067	Quick Mart	656 McHenry Street	53105	262-767-9057	Pritpawan Enterprises, LLC
WI	Butler	1521018	W Fuel Stop	12419 West Hampton Avenue	53007	414-588-0554	Spring West, LLC
WI	Cadott	1519808	Cenex Convenience Store (River Country)	641 South Highway 27	54727-9611	715-289-3953	River Country Co-Op
WI	Campbellsport	1519403	Ty's Place	118 West Main Street	53010	920-533-6077	Ty's Place, LLC
WI	Cascade	130780	R-Store #58	209 Madison Avenue	53011-0228	920-528-7222	Riiser Fuels, LLC
WI	Chetek	1521510	Chetek Express	612 Dallas Street	54728	715-925-1049	Osbow Group LLC
WI	Chippewa Falls	1519781	Cenex Convenience Store (River Country)	1080 West River Street	54729-2163	715-723-7005	River Country Co-Op
WI	Chippewa Falls	1521735	Express Mart	19756 County Highway X	54729	715-723-7879	J&S Sales of Chippewa Falls, LLC
WI	Colby	1518971	Cenex ProVision Partners Convenience Store	702 South Division Street	54421-9626	715-223-2306	ProVision Partners Cooperative
WI	Colfax	1521754	Cenex Colfax (Synergy)	401 Railroad Avenue	54730-8908	715-962-3172	Synergy Cooperative
WI	Columbus	1520408	Cenex Columbus Landmark Convenience Store	501 Park Street	53925	608-819-3470	Landmark Services Cooperative
WI	Cornell	1521509	Cornell BP Express	425 South 3rd Street	54732-8304	715-239-1087	Osbow Group LLC
WI	Dorchester	1519337	Cenex Heartland Coop	North 16097 State Highway 13	54425	715-654-5559	Heartland Cooperative Services
WI	Durand	1521201	Cenex Countryside Coop	420 2nd Avenue East	54736	715-672-8323	Countryside Cooperative / Durand,WI Cooperative
WI	Eau Claire	1519923	Cenex Convenience Store (River Country) (Travel Center 33rd Ave.)	5924 33rd Avenue	54703-6317	715-874-0290	River Country Co-Op

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WI	Eau Claire	1521526	Cenex Convenience Store (River Country) (Ferry St)	101 Ferry Street	54703-5975	715-832-0045	River Country Co-Op
WI	Edgar	1138473	Cenex Heartland Coop Edgar Travel Center	West 4888 County Highway H & 29	54426	715-352-2414	Heartland Cooperative Services
WI	Eleva	1521727	Express Mart	26145 West Mondovi Street	54738	715-287-3354	J&S Sales of Chippewa Falls, LLC
WI	Ellsworth	1520707	Cenex Countryside Coop	610 East Main Street	54011	715-273-4363	Countryside Cooperative / Durand,WI Cooperative
WI	Elmwood	1112406	Cenex Countryside Coop	404 East Omaha	54740-0158	715-639-2761	Countryside Cooperative / Durand,WI Cooperative
WI	Fairchild	1066274	Cenex Fairchild C Store (Federation)	West 13007 US Highway 10	54741	715-334-5901	Federation Cooperative
WI	Florence	1520824	Florence Mini Mart (LaFaive)	869 Central Avenue	54121	715-528-4880	LaFaive Oil Co., Inc. (LaFaive of Florence, Inc.)
WI	Galesville	1521649	Express Mart	16894 South Main Street	54630	608-582-2848	J&S Sales of Chippewa Falls, LLC
WI	Gilman	1520840	Cenex Gilman Convenience Store (River Country)	485 West Main Street	54433	715-447-5746	River Country Co-Op
WI	Glenwood City	1519209	Cenex Countryside Coop	525 1st Street	54013	715-265-4439	Countryside Cooperative / Durand,WI Cooperative
WI	Greenwood	1198214	Cenex Heartland Coop	414 South Main Street	54437-0220	715-267-6105	Heartland Cooperative Services
WI	Hayward	1521066	LCO Convenience Center	13803 West County Route B	54843	715-934-5400	Lac Coute Oreilles Tribe
WI	Hixton	1521473	Cenex Cheese Hut (Federation)	141 Interstate Road	54635	715-284-5354	Federation Cooperative
WI	Holcombe	1519915	Cenex Heartland Coop	26473 State Highway 27	54745	715-595-4112	Heartland Cooperative Services
WI	Holcombe	1520928	Cenex Heartland Coop 12 Mile Store	North 275 Highway 27	54745	715-532-9654	Heartland Cooperative Services
WI	Jim Falls	1519272	Cenex Convenience Store (River Country)	19786 139th Avenue	54748	715-382-4554	River Country Co-Op
WI	Kewaskum (Boltonville)	1515868	R-Store #60	9294 Highway 144	53040	262-692-2772	Riiser Fuels, LLC
WI	Kewaunee	1521592	Center Court Convenience	1614 Center Street	54216	920-388-3755	Center Court Convenience, LLC
WI	Lac Du Flambeau	1322216	Lake of the Torches Casino	510 Old Abe Road	54538	715-588-7070	Lake of the Torches Economic Development Corp
WI	Luck	1521064	Cenex Countryside Coop	2527 State Road 35	54853	715-472-8393	Countryside Cooperative / Durand,WI Cooperative
WI	Madison	854279	Shell Hilldale	3401 University Avenue	53705	608-238-1448	B & A Inc
WI	Marengo	1520429	Jack's Store	41661 State Highway 13	54855	360-773-6973	Jackson Kysar
WI	Mazomanie	966425	Mobil Mart Mazomanie	10 West Commercial	53560	608-795-2803	Mazo Kwik Mart (Jax Enterprises, Inc.)
WI	Merrillan	1519208	Cenex Double T Quick Stop (Federation)	302 North Washington Street	54754	715-333-7650	Federation Cooperative
WI	Middleton	1106280	Cenex Convenience Store	1755 Pleasant View Road	53562-0348	608-831-8215	Cenex Convenience Store (Middleton, WI)
WI	Mishicot	775914	Cenex Country Visions Mishicot	114 East Main Street	54228-0068	920-755-4800	Country Visions Cooperative
WI	Mondovi	970009	Cenex Countryside Coop	801 East Main Street	54755	715-926-5774	Countryside Cooperative / Durand,WI Cooperative

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WI	New Auburn	1521055	Cenex New Auburn C-Store (River Country)	11403 County Highway M	54757	715-967-2171	River Country Co-Op
WI	New Berlin	1520597	Quick Mart New Berlin	19400 West College Avenue	53146	262-710-4006	QuickSave, LLC
WI	New Glarus	1520414	Cenex Convenience Store (Blanchardville Coop)	1401 Highway 69 South	53574	608-527-2112	Blanchardville Cooperative Oil Association, Inc.
WI	Oconto	1519020	Shell Wagner Food Mart	517 Smith Avenue	54153-0166	920-834-5711	Wagner of Oconto, Inc.
WI	Oshkosh	873814	Oshkosh Pantry 41	3700 Jackson Drive	54901	920-232-3501	Oshkosh Pantry 41 LLC
WI	Osseo (Foster)	1521477	Cenex Countryside Coop	East 1094 County Road HH	54758	715-597-6146	Countryside Cooperative / Durand,WI Cooperative
WI	Owen	1326359	Cenex Creekside Convenience	132 West 3rd Street	54460	715-229-4870	Creekside Convenience LLC
WI	Pittsville	1519018	Cenex ProVision Partners Convenience Store	8315 Highway 13	54466	715-884-2501	ProVision Partners Cooperative
WI	Plymouth	930442	R-Store #61	1232 County Road O	53073	920-892-2655	Riiser Fuels, LLC
WI	Prairie Farm	1520839	Cenex River Country Coop	310 River Avenue South	54762	715-455-1490	River Country Co-Op
WI	Pulaski	1140058	Lotters Pulaski Shell	113 South Wisconsin Street	54162-9208	920-822-8303	Lotter V LLC
WI	Reedsville	130917	Cenex Country Visions Reedsville	305 6th Street	54230	920-754-4466	Country Visions Cooperative
WI	Rice Lake	1521602	Cenex Rice Lake West (Synergy)	2022 Cenex Drive	54868	715-962-3172	Synergy Cooperative
WI	Seymour	130444	Seymour BP	234 North Main Street	54165-0158	920-833-7790	AROGYA, LLC
WI	Sheboygan Falls	969184	Petro Center #7	1010 Fond Du Lac Avenue	53085	920-467-6586	Sheboygan Oil
WI	Shell Lake	1520650	Cenex Shell Lake Convenience Store (Synergy)	331 Highway 63	54871	715-468-2302	Synergy Cooperative
WI	Siren	775522	Holiday Stationstore #119	24096 State Road 3570	54872	715-349-2410	Holiday Stationstores, Inc.
WI	Somerset	775548	Holiday Stationstore #228	121 Main Street	54025-0340	715-247-3863	Holiday Stationstores, Inc.
WI	Stratford	1520072	Cenex ProVision Partners Convenience Store	100 East Fir Street	54484	715-687-3217	ProVision Partners Cooperative
WI	Strum	1519920	Cenex Countryside Coop	107 West Balsam Street	54770-7815	715-695-3128	Countryside Cooperative / Durand,WI Cooperative
WI	Sun Prairie	1521856	Liberty Square Gas Station	1354 North Bird Street	53590	262-237-0958	Liberty Square Gas Station, Inc.
WI	Superior	1367635	Holiday Stationstore #229	4827 East 2nd Street	54880	715-398-6306	Holiday Stationstores, Inc.
WI	Thorp	1521723	Express Mart	602 South Washington Street	54771	715-669-3094	J&S Sales of Chippewa Falls, LLC
WI	Turtle Lake	1521029	Cenex Laker Country Sports & Convenience (Synergy)	630 US Highway 8 & 63	54889	715-986-4750	Synergy Cooperative
WI	Watertown	1521925	Watertown Mart (Liberty Square)	330 Summit Avenue	53094	605-604-8174	Liberty Square Gas Station, Inc.
WI	Wausaukee	1520938	Wausaukee Amoco (LaFaive)	828 Main Street	54177	715-856-5731	La Faive Oil Co., Inc. (Wausaukee LaFaive Corp.)
WI	Weyerhaeuser	1519938	Cenex Heartland Coop	West 14336 Highway 8	54895	715-353-2612	Heartland Cooperative Services
WI	Whitehall	1520465	Cenex Countryside Coop	36537 Main Street	54773	715-538-2203	Countryside Cooperative / Durand,WI Cooperative
WI	Wrightstown	1520540	Shell Bridgeport	525 Main Street	54180	920-532-0224	SAI KRUPA, LLC
WI	Wrightstown	1521787	BP Wrightstop	233 High Street	54180	920-532-4050	SAI KRUPA, LLC

Cust: St	Cust: City	Customer #	Cust: Name 1	Cust: Street	Cust: ZIP	Cust: Tel.	Owner Name 1
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 / HC 70, 6511 Appalachian Highway	26260	304-259-4640	BFS Foods Inc.
WV	Lenore	1324870	Marathon Lenore	Highway 65 & Main Street	25676	304-475-4771	Lenore Chevron
WV	Parkersburg	1520318	Marathon Food Center #150 (Mason County City Ice & Fuel)	116 Point Drive	26101	304-422-1576	City Ice & Fuel (Mason County Exxon, Inc.)
WV	Pleasant Valley	1521880	Par Mar #22	2219 Kingmont Road	26554	304-336-4444	Par Mar Oil Company
WV	Point Pleasant	1520752	Camp Conley Mart #174 (Mason County City Ice & Fuel)	3442 Ohio River Road	25550	304-675-6467	City Ice & Fuel (Mason County Exxon, Inc.)
WV	Ravenswood	1521254	Silverton Food Mart #125 (Mason County City Ice & Fuel)	28 Wilding Road	26164-5331	304-273-3021	City Ice & Fuel (Mason County Exxon, Inc.)
WV	South Charleston	1519435	Corridor G Tiger Mart #185 (Mason County City Ice & Fuel)	278 Sand Plant Road	25309	304-756-3005	City Ice & Fuel (Mason County Exxon, Inc.)
WV	Williamstown	845201	Par Mar #99	13135 Emerson Avenue	26187	304-464-5264	Par Mar
WY	Buffalo	1520579	Cenex Big Horn Coop	107 US Highway 16 East	82834	307-684-9561	Big Horn Co-Operative Marketing Association
WY	Cheyenne	1521210	Superpumper SPF Fuel	3307 West College Drive	82001	307-638-1500	Superpumper Inc.
WY	Guernsey	1521153	Fast Stop #1132	550 West Whalen	82214	-	Fast Stop, LLC
WY	Lovell	130745	Rose City Lanes	127 East 3rd	82431-2027	307-548-7732	Rose City Lanes, LLC
WY	Lovell	1064332	Country Store #1	575 East Main Street	82431-0216	307-548-7110	County Store
WY	Lusk	1516466	Yesway #1179	301 South Main	82225	307-334-2248	Yesway Convenience Stores
WY	Moorcroft	775715	Coffee Cup Fuel Stop #5 (Harms)	500 East Converse Street	82721	307-756-3493	Harms Oil Co dba Coffee Cup Fuel Stops
WY	Riverton	1519504	Cenex Big Horn One Stop	1157 North Federal Boulevard	85201	307-856-3785	Big Horn Co-Operative Marketing Association
WY	Shoshoni	957293	Fast Lane Inc	110 West 2nd Street	82649	307-876-9421	Fast Lane Inc. (Shoshoni, WY)
WY	Sundance	1516481	Yesway #1195	522 Cleveland Street	82729	307-283-2320	Yesway Convenience Stores
WY	Wheatland	1521364	Fast Stop #1131	81 Swanson Road	82201	307-322-1884	Fast Stop, LLC
WY	Worland	776331	Cenex Big Horn One Stop	400 West Big Horn	82401-0037	307-347-4281	Big Horn Co-Operative Marketing Association

Orion Food Systems, LLC

FY19 Closed Franchise Units

St	City	Store Name	Store Address	Zip	Phone	Owner
AL	Eufaula	Citgo	515 South Eufaula Avenue	36027-2305	334-687-7211	Patel, Laldus
AL	Mobile	Chevron Zeigler (Hoven)	5454 Zeigler Boulevard	36608	251-281-1070	Hoven, Mike / Cromwell, James
AR	Alpena	White Oak Station #46	102 Highway 412	72611	870-437-2236	Nazarahi, Shamir
AR	Clarksville	Quick Draw	I-40 & US 64 West Exit 55, PO Box 1706	72830	479-754-6222	Ali, Sadiq
AZ	Phoenix	Arco Gas Station Bell Road	1602 East Bell Road	85022-2802	602-867-9397	Heron, Falicity
AZ	Salome	Zip Travel Center	48286 Vicksburg Road	85348	928-859-3165	Knight, John
CO	Brush	Eagle Convenience #9 (Colorado Retail)	315 East Edison	80723	970-842-2462	Griffee, Kevin
GA	Calhoun	A&S 414, Inc.	110 Shope Lake Road	30701	706-659-7061	Rashid, Zahid
GA	Dalton	Heera Express	2219 Abutment Place	30721	706-260-2501	Chaudhari, Ashish
ID	Jerome	Stinker Station #87	800 East Main Street	83338-2446	208-324-8235	Davis, Shawn / Jones, Charley
ID	Moscow	Stinker Station #38	1044 West Pullman Road	83843	208-972-2187	Watts, Steve Jones, Charley
ID	Pocatello	Stinker Station #69	3530 West Highway 30	83201	208-478-6878	Davis, Shawn / Jones, Charley
ID	Wendell	Wendell Snack Bar	319 South Idaho Street	83355	208-536-2118	Hoaglund, Barbara / Thurston, Martin
IL	Bunker Hill	Bunker Hill Country Mart	302 North Washington	62014-0003	618-585-3021	Patel, Dhaval / Patel, Nayana / Patel, Vithal
IL	Genoa	BP Genoa	601 East Main Street	60135	815-784-5341	Siddiqui, Babar
IL	Jerseyville	Medford Food Mart	216 North State	62052	618-498-2682	Medford, Ron / Medford, Eldon
IL	Meredosia	Phillips 66 Fast Stop	891 Main Street, PO Box 328	62665-0328	217-584-1811	Basnet, Gopal
IL	Sycamore	Marathon Riverside	503 North Main Street	60178	815-899-4120	Choudhri, Nusrat / Kinner, Connie
IN	Attica	Marathon Attica (Holen)	403 East Jackson Street	47918	765-764-4424	Holen, R. Mikal
IN	Bloomfield	Country Porch Convenience Store #7	525 West Main	47424	812-384-3800	Laycock, Gerry / Laycock, Mike
IN	Jasonville	Country Porch Convenience Store	221 East Main Street	47438	812-665-4000	Laycock, Gerry / Laycock, Mike
IN	Marion	BP HWY 69	6256 East Corridor Drive	46953	765-668-7411	Kaur, Kirandeep / Singh, Sukhwinder ("Sonny")
IN	Williamsport	BP Amoco Williamsport (Holen)	514 State Road 28 East	47993	765-764-1616	Holen, R. Mikal / Walters, Brandi
KS	Mayetta	Firekeeper Golf Course	12524 150th Road	66509	785-966-7889	Dbandt, Ryan / Demint, Lisa / Mosher, Larry
KY	Liberty	Gias Supermarket	163 Hustonville Road	42539	678-492-6889	Patel, Jack
KY	Louisa	Valero Tri-State Petroleum #7	8283 Highway 23	41230	606-673-9993	Mahmood, Arshad / Napier, Kim
KY	Owingsville	Valero Tri-State Petroleum #6	1147 Slate Avenue	40360	606-674-2002	Mahmood, Arshad / Napier, Kim
KY	Stanton	Valero Tri-State Petroleum #1	109 South Main Street	40380	606-663-6642	Mahmood, Arshad / Napier, Kim
KY	Wickliffe	Indian Hills Trading Post	101 Green Street	42087-0665	270-335-5288	Patel, Priyanka
LA	Arcadia	Super Save #7	988 Gap Farm Road	71001	318-547-1156	Singh, Dilbagh
LA	Kaplan	Econo Mart #5	1110 North Herpin Avenue	70548	337-643-2610	Croan, Larry

St	City	Store Name	Store Address	Zip	Phone	Owner
MI	Baldwin	E-Z Mart Big Star (South M-37) (Blarney)	9505 South M-37 Highway, PO Box 3068	49304-3068	231-745-8073	McCarthy, William / McCarthy, Dennis
MI	Bear Lake	E-Z Mart Bear Lake BC #2 (Blarney)	12348 US Highway 31	49614	231-864-3122	McCarthy, William / McCarthy, Dennis
MI	Interlochen	E-Z Mart Interlochen (Blarney)	9419 US Highway 31	49643	231-276-9520	McCarthy, William / McCarthy, Dennis
MI	Rosebush	Rosebush Party Store (Blarney)	3968 North Mission Road, PO Box 142	48878-0142	989-433-2951	McCarthy, William / McCarthy, Dennis
MI	Sears	E-Z Mart Sears (Blarney)	6037 30th Avenue	49679-8033	231-734-9430	McCarthy, William / McCarthy, Dennis
MN	Alexandria	Gas Mart of Carlos	8170 State Highway 29 North	56308	320-852-7331	Holper, Kathleen
MN	Glenwood	Gas Mart of Glenwood	237 West Minnesota Avenue	56334	320-634-4272	Holper, Kathleen
MN	Granite Falls	Cenex Farmers Union Oil	1297 Granite Street	56241	320-564-2525	More, Glen / Dolan, Dan / Envoldson, Robin
MN	Montevideo	Cenex Convenience Store	2402 East Highway 7	56265	320-269-5570	More, Glen / Dolan, Dan / Envoldson, Robin
MN	Ortonville	Cenex Farmers Union Oil	849 US Highway 75	56278	320-839-3883	Haeke, Scott / Sorensen, Dan
MN	Wadena	BP Wadena (Orton)	5 South Ash Street	56482	218-631-1434	Orton, Tim / Orton, Frank
MN	Willmar	Citgo Sunray Express (1st Ave.)	105 1st Avenue Northwest	56201	320-214-0480	Sorensen, Doug / Budahl, Dereck / Yerdon, Brett
MO	Malden	Rhodes 101 #265	916 North Douglass Street	63863	573-276-4902	Anderson, Brent
MS	Bassfield	Farm Depot	347 Robert E. Blount Drive	39421	601-943-5342	Courtney, Greg
MT	Harlowton	Engineer's Depot	102 2nd Street Northeast	59036	406-632-4630	Woods, James
NC	Morrisville	Amoco Food Shop Morrisville Commons	9825 A Chapel Hill Road	27560	919-462-0973	Patel, Piyush
NC	Oakboro	Quik Chek #20 (United Fuels)	713 Main Street	28129-0277	704-485-8651	Orow, John
ND	Enderlin	City View Fuels	13635 54th Street Southeast Suite B	58027-9553	701-437-3835	Fraedrich, Dwight
ND	Jamestown	Cenex Convenience Store	920 4th Avenue Southeast	58401	701-251-2066	Fritz, John
ND	Minot	Xpress Mart #26 (Enerbase Cenex 27th Street)	725 27th Street Southeast	58701	701-839-8723	Bernhardt, Tony / Perdue, Art / Halvorson, Guy
ND	Washburn	Enerbase #85 (Cenex)	Main Street & 6Th Avenue	58577-0128	701-462-3212	Bernhardt, Tony / Perdue, Art
NE	Columbus	Off Campus	33rd Avenue	68601	402-843-0366	Foreman, Craig
NE	Thedford	Cenex Hodges	39319 Highway 2, PO Box 265	69166	308-645-2226	Smith, Jeremy
OH	Paulding	Stop & Shop Express	910 North Williams Street	45879	419-399-2289	Grewal, Jagden ("Jack")
OK	Apache	Hop N Sack #22 (Fran. - D. Woodburn)	Route 1	73006	580-588-2260	Woodburn, Donovan
OK	Lawton	Hog Pin Bowl	3140 Northwest Cache Road	73505	580-699-8333	Turner, Fabian
OK	Oklahoma City	US Star #2	7944 West Heffner Road	73162	405-720-1888	Sandhu, Jaswinder / Sandhu, Zarlasht
OK	Westville	Conoco Westville Quick Stop	Highway 59 and Highway 62	74965	918-723-3582	Khalid, Imran
SC	Florence	Pamplico Junction	400 Pamplico Highway	29505-6010	843-662-1667	Patel, Ashish
SC	Williston	Circle K Store #2344	4835 West Street	29853	803-266-5227	Zikias, John / Horn, Steve / Schwartz, Steve
SD	Yankton	Pump N Stuff (Bridge 2nd & Walnut)	215 West 2nd Street	57078	605-665-0686	Lockwood, Dave
SD	Yankton	Pump N Stuff (Riverside) (Lockwood)	3708 West 8th Street	57078	605-665-1631	Lockwood, Dave
TX	Vidor	Lakeview Grocery	915 Highway 1131	77662	409-779-5214	Hafeez, Faisal

St	City	Store Name	Store Address	Zip	Phone	Owner
VA	Amherst	Quik-E Food Stores #11 (Witco)	100 Main Street	24521	434-946-0640	Burgess, Wilton / Burgess, Daryl
VA	Forest	Quik-E Food Stores #3 (Witco)	18080 Forest Road	24551	434-385-8737	Burgess, Wilton / Burgess, Daryl
VA	Lynchburg	Quik-E Food Stores #2 (Witco)	2220 Lakeside Drive	24501	434-385-5035	Burgess, Wilton / Burgess, Daryl
VA	Ridgeway	On the Run #107 (Clark Gas)	6690 Greensboro Road	24148	276-956-3164	Clark, J. Blair / Lester, Ann / Clark, Mary / Clark, William Jr.
VA	Rustburg	Quik-E Food Stores #9 (Witco)	73 Campbell Highway	24588	434-608-1177	Burgess, Wilton / Burgess, Daryl
WA	Mount Vernon	Union 76 Westside 76 Market & Deli	814 West Division Street	98273	360-419-7466	Park, Chan / Hong, Andrew
WI	Edgerton	Stop-N-Go #214	1 South Main Street	53534	608-884-9844	Ward, Perry / Robak, Anita
WI	Merrill	Cenex Heartland Coop	1300 North Center Avenue	54452-1251	715-536-5600	Podevals, Brad / Schultz, Dennis
WI	Saukville	Tri Par Oil Qwik Stop #17	305 West Dekorn Road	53080	262-284-6100	Gall, Steven / Gall, Mark
WI	Slinger	Tri Par Oil Qwik Stop Slinger	651 East Washington Street	53086	262-644-6336	Gall, Steven / Gall, Mark

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

Orion Food Systems, LLC

Transferors during FY 2019

St	City	Store Name	Store Address	Store Zip	Store Phone	Transferor Owner Name
AL	Dora	Chevron Cresview	7656 Highway 78	35062	205-648-9944	Cresview Foods LLC
AL	Millbrook	Circle K #2709068	1167 Highway 14	36054	334-290-0494	Circle K Stores, Inc.
AZ	Tucson	Coxco (Oracle)	5960 North Oracle Road	85704	520-887-6471	Sal Restaurant 1 (Oracle)
CO	Bayfield	Shell Bayfield Truck & Auto Shop	2400 US Highway 160 B	81122	970-884-4094	Pester Marketing Company
IA	Kanawha	Yesway	102 North Main	50447	641-762-3240	Yesway Convenience Stores
MN	Ada	Cenex West Central Ag Services	13 East Thorp Avenue	56510	218-784-7859	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN
MN	Blackduck	Timberline Sports-N-Convenience	209 Summitt Avenue Southwest	56630	218-835-4636	Timberline Sports, Inc.
MN	Hawley	Express Lane	1102 Hobart Street	56549-0357	218-483-3341	Leahy - 1 Speed, LLC
MN	Hector	Cenex Convenience Store	100 Highway Avenue East	55342-0488	320-848-2286	Central Region Cooperative (Hector, MN)
MN	Thief River Falls	Pennington Square	100 Pennington Avenue	56701	218-681-4552	Northdale Oil, Inc.
MN	Thief River Falls	Pennington Main	220 South Main	56701	218-681-8888	Northdale Oil, Inc.
MN	Thief River Falls	Pennington Concepts Digi Key	701 Brooks Avenue	56701	218-681-8888	Northdale Oil, Inc.
MS	New Albany	New Albany Express	239 Highway 30 West	38652	662-534-3728	Sayle Oil Co., Inc.
ND	Center	Superpumper #55	302 Highway 25 East	58530	701-794-3737	Superpumper Inc.
NE	Ainsworth	Roadrunner Ainsworth (Mahalek)	804 East Highway 20	69210	402-387-1992	Western Oil, Inc.
NE	Atkinson	Roadrunner Atkinson (Mahalek)	206 South Hyde Street	68713	402-376-4280	Western Oil, Inc.
NE	Valentine	Conoco (Danielski)	203 East Highway 20	69201	402-376-2283	Western Oil, Inc.. (Sundance Enterprises, LLC)
NM	San Jon	Yesway #1162	2369 State Highway 469	88434	505-576-9404	Yesway Convenience Stores
OK	Cyril	Pirate Express	206 North 2nd Street	73029	580-464-3188	Rank 5 LLC
SD	Canton	Pump N Pak	110 West 5th Street	57013	605-764-5780	SIVAA Inc.
SD	Edgemont	Yesway	103 North 6th Avenue	57735	605-662-5000	Yesway Convenience Stores
SD	Edgemont	Yesway	149 North 6th Avenue	57735	605-662-7365	Yesway Convenience Stores
SD	Fort Pierre	Yesway	501 North Deadwood Avenue	57532	605-223-9878	Yesway Convenience Stores
SD	Kadoka	Yesway	24475 South Creek Road	57543	605-837-2126	Yesway Convenience Stores
SD	Martin	Yesway	201 Bennett Avenue	57551	605-685-6668	Yesway Convenience Stores
SD	Mission	Cenex Zip Trip #76	1213 West Highway 18	57555	605-856-4434	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)
SD	Pierre	Yesway	819 East Wells Avenue	57501	605-224-7444	Yesway Convenience Stores
SD	Rapid City	Yesway	3275 South Highway 79	57701	605-343-0182	Yesway Convenience Stores
SD	Winner	Cenex Zip Trip #77	641 West 2nd Street	57580	605-842-2999	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)
TX	Brownfield	Yesway	1106 Lubbock Road	79316	806-637-3151	Yesway Convenience Stores
TX	Dimmitt	Yesway	419 North Broadway Street	79027	806-647-3446	Yesway Convenience Stores
TX	Friona	Yesway	1115 West 11th Street	79035	806-250-3138	Yesway Convenience Stores
TX	Iowa Park	Yesway	1501 North Pacific Avenue	76367	940-592-1900	Yesway Convenience Stores
TX	Lubbock	Yesway	2611 East Slaton Road	79414	806-771-8800	Yesway Convenience Stores
TX	Mexia	Exxon Charlies #4	315 North Highway 14	76667	254-562-6296	TKR AK Investments, Inc.

St	City	Store Name	Store Address	Store Zip	Store Phone	Transferor Owner Name
TX	Ropesville	Yesway	110 Arnett Avenue	79358	806-562-2030	Yesway Convenience Stores
TX	Shallowater	Yesway	1107 12th Street	79363	806-832-4856	Yesway Convenience Stores
WI	Boscobel	BP Kracheys	601 Elm Street	53805	608-375-2660	New Horizons Supply Cooperative
WI	Cascade	Marshall's Gas N Goods	209 Madison Avenue	53011-0228	920-528-7222	Riiser Fuels, LLC
WI	Kewaskum (Boltonville)	Marshall's Corner Store	9294 Highway 144	53040	262-692-2772	Riiser Fuels, LLC
WI	Plymouth	Marshall's Express	1232 County Road O	53073	920-892-2655	Riiser Fuels, LLC
WI	Pulaski	Shell Pulaski	113 South Wisconsin Street	54162-9208	920-822-8303	Lotter V LLC
WI	Seymour	Trackside Gas & Convenience	234 North Main Street	54165-0158	920-833-7790	AROGYA, LLC
WV	Williamstown	Par Mar #99	13135 Emerson Avenue	26187	304-464-5264	Par Mar
WY	Lusk	Yesway	301 South Main	82225	307-334-2248	Yesway Convenience Stores
WY	Sundance	Yesway	522 Cleveland Street	82729	307-283-2320	Yesway Convenience Stores

Orion Food Systems, LLC

Franchise Not Yet Operational as of 3/30/19

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name
AL	Northport	Sprint Mart #4151	1114 Mitt Lary Road	35475	205-210-4302	Victory Marketing, LLC / Sprint Mart
AL	Tuscaloosa	Sprint Mart #4149	455 15th Street East	35401	205-409-9838	Victory Marketing, LLC / Sprint Mart
CA	Pleasant Hill	Grand Petroleum Buskirk	3210 Buskirk Avenue	94523	925-927-5230	Grand Petroleum, Inc.
CA	Selma	Selma Quick Stop	2004 Highland, Avenue	93662	559-896-1799	HSP Lidder, Inc.
CA	Stockton	Woody's Bi Rite Market	4104 Section Avenue	95215	209-637-9764	Woody's Pizza Inc.
GA	Rex	Exxon Royal	6539 Highway 62	30273		Royal Exxon Investments Ltd Co.
IA	Gowrie	Jamboree Foods	1119 Market Street	50543	515-392-3711	J & J Petersen, Inc.
IL	Lake Bluff	Scooter's Hot Dogs	12610 Rockland Road	60044	847-295-7797	Glogovsky Real Estate, LLC
KY	Somerset	Q Zone	1990 Oak Hill Road	42503	606-679-7865	Om Raja Ram, Inc.
MS	Brandon	Sprint Mart #130	1016 Highway 471	39042	601-724-5228	Victory Marketing, LLC / Sprint Mart
MS	Columbus	Sprint Mart #4103	712 Highway 45 North	39701	662-368-1114	Victory Marketing, LLC / Sprint Mart
MS	Flowood	Sprint Mart #114	4214 Lakeland Drive	39232	601-939-5813	Victory Marketing, LLC / Sprint Mart
MS	Starkville	Sprint Mart #4147	1218 Highway 12 West	39759	662-268-1230	Victory Marketing, LLC / Sprint Mart
SD	LaPlant	Lakota Thrifty Mart	US Highway 212	57652		Cheyenne River Grocery Marketing Coop
SD	Madison	Dakota Express (Classic Corner)	320 2nd Street North	57042	605-256-4219	Classic Convenience, Inc.
TX	Dilley	Bigs #303	17294 South Interstate Highway 35	78017	830-965-1818	H & A Business Inc.
WY	Gillette	Flight Zone Trampoline Park	4901 Tanner Drive	82718	307-299-8897	Flight Zone LLC

Orion Food Systems, LLC

Inactive during FY 2019*

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name
GA	Boiling Springs	Circle K #2723411	2795 Boiling Springs Road	39316	864-578-6640	Circle K Stores, Inc.
KS	Ulysses	U Pump It #218 (Kansas) (Tommy's)	529 North Colorado Street	67880	817-573-4265	Magic Corner, LLC
MN	Staples	Ernie's Food Market	1230 US Highway 10 East	56479	218-894-1072	Staple Food Corp.
MS	Okolona	Sprint Mart #4139	122 South Church Street	38860	662-276-4283	Victory Marketing, LLC / Sprint Mart
NC	Boone	Circle K #2721599	2968 Highway 105	28607-6495	828-262-5899	Circle K Stores, Inc.
NC	Conover	Circle K #2723025	1612 Conover Boulevard East	28613	828-465-0180	Circle K Stores, Inc.
NC	Cornelius	Circle K #2723947	20008 West Catawba Avenue	28301	704-987-5019	Circle K Stores, Inc.
OH	Xenia	Speed Zone Carry Out	1983 Bellbrooke Avene	45385	937-376-1200	Speed Zone, LLC
OK	Pauls Valley	Valley Express	302 East Grant Avenue	73075	405-207-9145	H & H 1313, Inc.

* This table denotes franchisees that signed a franchise agreement, but never opened an outlet and have since left the system.

EXHIBIT G

LIST OF STATE ADMINISTRATORS

EXHIBIT G
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 Insurance / Securities Regulation
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 H

ORION EDUCATION STAFF INFORMATION

EXHIBIT H
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.

Sean Hofer: Mr. Hofer has been a Franchise Training Specialist for ORION from April 2018 through the present, and an employee of ORION since September 2018.

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.

Gordon King: Mr. King has been a Franchise Training Specialist for ORION from February 2018 through the present, and an Franchise Business Consultant and employee of ORION since September 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.

Gary Shaw: Mr. Shaw has been a Franchise Training Specialist for ORION from April 2018 through the present, and an employee of ORION since September 2018.

Beverly White: Ms. White has been a Franchise Training Specialist for ORION from April 2018 through the present, and an employee of ORION since April 2018.

EXHIBIT I

ORION DEVELOPMENT REPRESENTATIVES INFORMATION

EXHIBIT I
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).

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

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

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

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

~~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

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

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

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

Judy Lampe, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

~~Tim Lawrence~~David Larson, 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

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

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

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

Dick Ren, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Mark Doerr, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Barry Wells, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Clint Williamson, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

EXHIBIT J

AGENTS FOR SERVICE OF PROCESS

EXHIBIT J
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

STATE	NAME AND ADDRESS OF REGISTERED AGENT
Idaho	C T Corporation System 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

STATE	NAME AND ADDRESS OF REGISTERED AGENT
Missouri	C T Corporation System 120 South Central Avenue Clayton, MO 63105
Montana	C T Corporation System 17 North Front Street 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

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

EXHIBIT K

SYSTEM MANUAL

EXHIBIT K
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 L

STATE ADDENDUM

EXHIBIT L

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 I 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 operating expenses or other costs or expenses (other than costs of goods sold) 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 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.

Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

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 G.

I have received a Disclosure Document dated ~~July 19, 2018, as amended January 3, 2018,~~ _____, for the State of California, that included the following Exhibits:

A. Franchise Agreement	G. List of State Administrators
B. Equipment Agreement	H. ORION Education Staff Information
C. Equipment Purchase Agreement	I. ORION Development Representatives Information
D. IGNG License Agreement	J. Agents for Service of Process
E. Financial Statements	K. System Manual
F. List of Franchisees and Former Franchisees	L. 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~~Barry Wells, 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
☐ Scott Krueger, 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 G.

I have received a Disclosure Document dated ~~July 19, 2018, as amended January 3, 2018,~~ _____, for the State of California, that included the following Exhibits:

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D. IGNG License Agreement	J. Agents for Service of Process
E. Financial Statements	K. System Manual
F. List of Franchisees and Former Franchisees	L. 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~~Barry Wells, 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
☐ Scott Krueger, 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: _____

_____