

FRANCHISE DISCLOSURE DOCUMENT DOMINO'S PIZZA FRANCHISING LLC

A Delaware limited liability company
24 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48105-9484
(734) 930-3030
franchising@dominos.com
www.dominos.com



The franchisee will operate a Domino's Pizza Store selling pizza and other authorized products through delivery and carry-out services. We offer franchises for Traditional and Non-Traditional Domino's Pizza Stores and related concepts under agreements described in this disclosure document.

The total investment ranges from \$151,450 to \$667,500 for a Domino's Pizza Traditional Store and \$101,450 to \$648,500 for a Domino's Pizza Non-Traditional Store. We estimate the payments made to us and our affiliates together with Initial Fee payments will range from \$84,750 to \$167,500 for a Domino's Pizza Traditional Store and \$65,750 to \$158,500 for a Domino's Pizza Non-Traditional Store.

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 fourteen 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 the Franchise Services Department at Domino's Pizza Franchising LLC at 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105-9484, (734) 930-3030.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contract and this 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 Consumers's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-

HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 1, 2021.

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

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

(2) The fact that the proposed transferee is competitor of the franchisor or sub-franchisor.

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7177

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
1 The Franchisor, and any Parents, Predecessors, and Affiliates	1	
2 Business Experience	6	
3 Litigation.....	9	
4 Bankruptcy.....	13	
5 Initial Fees.....	13	
6 Other Fees	14	
7 Estimated Initial Investment	22	
8 Restrictions on Sources of Products and Services	26	
9 Franchisee's Obligations	33	
10 Financing.....	34	
11 Franchisor's Assistance, Advertising, Computer Systems, and Training	35	
12 Territory	45	
13 Trademarks	48	
14 Patents, Copyrights and Proprietary Information	50	
15 Obligation to Participate in the Actual Operation of the Franchise Business.....	51	
16 Restrictions on What the Franchisee May Sell	51	
17 Renewal, Termination, Transfer and Dispute Resolution.....	52	
18 Public Figures	61	
19 Financial Performance Representations.....	61	
20 Outlets and Franchisee Information.....	65	
21 Financial Statements	85	
22 Contracts	86	
23 Receipts (Last 2 Pages)		

Exhibits

Exhibit A	—	List of State Agencies/Agents for Service of Process
Exhibit B	—	List of Domino's Pizza Traditional Franchisees
Exhibit B-1	—	List of Domino's Pizza Non-Traditional Franchisees
Exhibit B-2	—	List of Franchisees Who Have Left the System
Exhibit C	—	DPF Financial Statements
Exhibit D	—	DPL Financial Statements
Exhibit E	—	Traditional Store Standard Franchise Agreement
Exhibit F	—	Non-Traditional Store Franchise Agreement
Exhibit G	—	Development Agreement
Exhibit H	—	License Agreement
Exhibit I	—	Domino's Pizza Help Desk Services Agreement
Exhibit J	—	Sale of Assets Agreement
Exhibit K	—	Domino's PULSE Software License Agreement
Exhibit L	—	Expiration of Franchise Agreement and Release
Exhibit M	—	Rider to Lease
Exhibit N	—	Rider to Purchase Agreement
Exhibit O	—	Operating Manual Table of Contents
Exhibit P	—	Application for Franchise (Renewal)
Exhibit Q	—	Domino's Pizza Online Ordering Franchisee Services Agreement
Exhibit R	—	Single Store Term Sheet
Exhibit S	—	Global Positioning System Technology Platform Agreement

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

The Franchisor

The franchisor is Domino's Pizza Franchising LLC. To simplify the language in this disclosure document "we", "us" or "DPF" means Domino's Pizza Franchising LLC. "You" means the person who is buying a franchise. If you are an approved corporation, partnership, limited liability company or other entity, your owners must guarantee and be bound by the Franchise Agreement or other agreement with us as more fully described in this disclosure document. In addition, certain provisions in the Franchise Agreement or other agreement with us apply to your affiliates. You should take this into account when purchasing a franchise.

We are a Delaware limited liability company organized on March 2, 2007. Our principal business address is 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105-9484. Our agents for service of process are disclosed in Exhibit A, as applicable.

Parents and Predecessors

We are a direct wholly-owned subsidiary of Domino's Pizza Master Issuer LLC, a Delaware limited liability company ("DPMI"). Its principal business address is 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105-9484. We are an indirect wholly-owned subsidiary of Domino's Pizza LLC ("DPL"), a Michigan limited liability company. Its principal business address is 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106-0997. DPL was the franchisor of Domino's Pizza franchises before the closing of the 2007 Securitization Transaction described below. DPL is the indirect parent company of DPMI and an indirect wholly-owned subsidiary of Domino's Pizza, Inc., a Delaware corporation ("Domino's" or "DPI"). Domino's is the parent company, directly or indirectly, of all Domino's Pizza related entities.

We and our affiliates are the successors to the business founded by Mr. Thomas S. Monaghan in 1963. In December 1998, Mr. Monaghan sold a substantial portion of his ownership interest in DPI, to investment funds affiliated with Bain Capital, LLC, a private equity firm based in Boston, Massachusetts and retired from the active management of the business. In July 2004 Domino's and certain of its shareholders sold shares in an initial public offering and since that date, Domino's has been a publicly traded company.

Affiliates

We became the franchisor of U.S. franchise agreements entered into after April 2007 as well as other agreements described below as a result of the restructuring of Domino's and its affiliates in connection with a securitization financing transaction that closed in April 2007 (the "2007 Securitization Transaction"). As part of the restructuring all existing U.S. franchise agreements and related agreements were transferred to DPMI which became the franchisor under those agreements. At the time of the closing of the 2007 Securitization Transaction, DPL entered into a servicing agreement with DPF and DPMI to provide the required support and services to franchisees under their franchise agreements. DPL also acts as DPF's franchise sales agent. DPF pays franchise servicing fees to DPL for these services. If DPL fails to perform its obligations

under its franchise servicing agreement, then DPL may be replaced as the franchise servicer. However, as the franchisor, DPF is responsible and accountable to you to make sure that all services DPF promises to perform under your franchise agreement, or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs those services on DPF's behalf.

All U.S. Domino's Pizza trademarks and certain other intellectual property, including substantially all intellectual property related to the operation of Domino's Pizza stores in the United States, are owned by Domino's IP Holder LLC, a Delaware limited liability company ("DP IP Holder") and wholly-owned subsidiary of DPMI. In April 2007 DP IP Holder entered into license agreements with DPF and DPMI for a term of 99 years authorizing these companies to use and sublicense the use of the applicable trademarks and intellectual property in the operation of their respective businesses.

Domino's Pizza Distribution LLC ("DPD"), a Delaware limited liability company and wholly-owned subsidiary of DPMI, sells food products, ingredients, supplies and equipment to Domino's Pizza franchisees and company-owned stores located in the U.S.; Domino's Pizza International Franchising Inc. ("DP International Franchising"), a Delaware corporation and wholly-owned subsidiary DPMI, acts as franchisor in countries and territories outside of the U.S. DPD purchases certain products and items from DPL and certain other affiliated companies for resale to franchisees.

Domino's National Advertising Fund Inc. ("DNAF"), a not for profit corporation and a wholly-owned subsidiary of DPL, administers the collections and expenditures of the Advertising Fund. See Item 11. DPL also provides services to DNAF relating to the administration of advertising funds.

Domino's GC Inc., a Florida corporation and a wholly-owned subsidiary of DPL, is in the business of managing the Domino's Pizza gift card program. Its principal business address is 30 Frank Lloyd Wright Drive, Ann Arbor, MI 48106-0997.

Various entities affiliated with Domino's entered into several additional secured financing transactions subsequent to the 2007 Securitization Transaction. Funds from these transactions were used to pay certain indebtedness existing at the time of the closing of these subsequent financing transactions. There have been no material changes to the structure of Domino's and its affiliates described in this Item 1 as a result of these subsequent transactions.

Franchise Offering

We are in the business of franchising Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores. In certain of our branding campaigns, we may reference the brand as "Domino's".

Domino's Pizza Traditional Stores are retail outlets located primarily in shopping centers, strip centers and similar retail locations with appropriate parking for delivery vehicles and customers of the store. In addition, Domino's has entered into an agreement with Walmart which

allows for the opening of Domino's Pizza Traditional Stores in select Walmart locations. Domino's Pizza Traditional Stores sell pizza and other authorized products through delivery and carry-out services.

Domino's Pizza Non-Traditional Stores sell pizza and other authorized products and services at non-traditional locations like office buildings, shopping malls, stadiums, toll roads, airports, zoos, convenience stores and similar retail locations. Domino's Pizza Non-Traditional Stores ordinarily offer only carry-out service.

We have also issued licenses to large public entertainment or similar facility operators, like stadiums or their concessionaires, as well as convenience store operators, to sell approved products for a license fee based on facility sales. We do not intend to grant additional licenses in the future.. The licensee can sell pizza and other authorized products for carry-out service at the facility. We may grant licensees the right to operate multiple facilities at locations to be agreed upon by the parties.

Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores (collectively referred to as "Store" or "Stores" unless otherwise stated) operate under a unique system which includes special recipes and menu items; distinctive design and furnishings; standards and operating procedures; quality control procedures; training and advertising programs (the "System" or "Domino's Pizza System"). These Stores are also identified with certain trade names, service marks, trademarks, logos and emblems, including, the mark "Domino's Pizza" and other names and marks which we designate (the "Marks").

If you are acquiring a Domino's Pizza Traditional Store or a Domino's Pizza Non-Traditional Store selling pizza and other authorized products through delivery and/or carry-out service, you will sign our Traditional Store Franchise Agreement attached as Exhibit E ("Standard Franchise Agreement") or our Non-Traditional Store Franchise Agreement attached as Exhibit F ("Non-Traditional Store Franchise Agreement"), as applicable. Unless otherwise stated, the Standard Franchise Agreement and Non-Traditional Franchise Agreement are collectively referred to as "Franchise Agreement". If you are acquiring a license to sell certain authorized products from a public entertainment or similar facility, we will grant you a license under our License Agreement attached as Exhibit H (the "License Agreement").

Domino's Pizza International, Inc. ("DPII"), the international franchisor of Domino's Pizza franchises prior to the 2007 Securitization Transaction, franchised Domino's Pizza stores in Alaska and Hawaii prior to the closing of the 2007 Securitization Transaction. DPF has franchised Domino's Pizza stores in Alaska and Hawaii following the closing of the 2007 Securitization Transaction. Franchisees in Alaska and Hawaii have in the past signed a modified form of the franchise agreement to reflect the operation of Stores in those particular markets. Domino's is now requiring that new and renewing franchisees in those states as well as franchisees acquiring a new franchise on transfer sign the form of franchisee agreement contained in Exhibit E.

In appropriate circumstances, we may give you the right to open a limited number of Domino's Pizza Stores within a development area under our Development Agreement attached as

Exhibit G ("Development Agreement"). You must sign our then current form of Franchise Agreement for Domino's Pizza Stores you open within your development area.

We have developed a design concept for our Stores called the "Pizza Theater." Under the "Pizza Theater" design concept, customers are able to view the preparation of their pizzas and other menu items they order to enhance their experience at our Stores. U.S. franchisees are required to reimagine their Stores to the "Pizza Theater" design concept. The reimaging of the U.S. Stores began in 2014 and is expected to be completed by 2021. The pace at which Stores are required to reimagine depends on such factors as the number of Stores a franchisee owns and operates, and in the case of single Store franchisees, the profitability of the Store. In some cases, existing franchisees are required to reimagine their Stores within 6 months of notification from us that their Stores are required to reimagine. We offer limited-time incentives for certain franchisees to relocate to increase the performance of their Stores, as well as increased incentives and discounts for certain other franchisees who want to take advantage of the "Pizza Theater" design concept. We expect the average reimagine to cost approximately \$50,000, and depending on local regulations, to take place without closing the Store. All new U.S. Stores must be developed utilizing the "Pizza Theater" design concept.

Experience

We or our predecessors or affiliates have operated Domino's Pizza Traditional Stores since 1960 and Domino's Pizza Non-Traditional Stores since 1990. As of January 3, 2021, there were 6,392 Domino's Pizza Traditional Stores (362 company-owned and 6,030 franchisee-owned). There were 19 Domino's Pizza Non-Traditional Stores, all of which are franchised. DPL has granted franchises for Domino's Pizza Traditional Stores since 1967 and has granted franchises for Domino's Pizza Non-Traditional Stores since 1990. Company-owned stores are owned and operated by DPL.

As of January 3, 2021, there were 0 facilities that operate under a License Agreement. We do not plan to enter into these arrangements with any new licensees.

The Store numbers reported in other public documents may be different than those set forth above due to different characterizations/definitions of a Store in such public documents.

Neither we, nor any of our affiliates or predecessors have granted franchises in any other lines of business. Unless otherwise noted, the principal business address of our parents, affiliates and predecessors described above is or were 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105 or 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106.

Franchisee Qualifications

A franchise applicant must have been a Store manager or Store supervisor for at least 12 months to be eligible for a single Store franchise and must also have attended certain classes on operating a Store. These requirements apply whether he/she is building a new Store or buying a company-owned or franchised Store. We may from time to time accelerate or modify the basic eligibility and training requirements at our discretion based on your operational experience,

business acumen and other factors, such as your agreement to open Stores in designated markets where few Domino's Pizza Stores are open. There are also minimum net worth and liquidity requirements depending on the number of Stores to be developed or purchased. We require that an individual owns 51% or more of the pizza venture (the "Controlling Person"). The Controlling Person of a Domino's Pizza franchise may not have financial or operational involvement in another business outside of the Domino's Pizza System without our written approval which may be withheld in our sole judgment. There are additional factors that will be considered when reviewing a franchise application to the extent permissible under applicable law, including, but not limited to, the review of credit reports, criminal background history, reputation in the community, motor vehicle records, and the ability to speak the English language fluently.

Competition

Domino's Pizza Stores compete with national and regional "chains" and local businesses which sell similar products and offer carry-out or delivery services. The products Domino's Pizza Stores sell can also be prepared at home. However, we believe that customers purchase from Domino's Pizza Stores because of the timeliness of delivery and/or carry-out services, including our online ordering, the difficulty of duplicating the taste and texture of our products, convenience and the service we offer.

Government Regulation

There are no regulations specific to operating a Store. However, you must comply with all local, state and federal health and sanitation laws in operating your Store and other laws applicable to businesses generally, such as federal and state wage and hour and related laws, including laws that regulate mileage reimbursement paid to delivery drivers. DPL has been involved in litigation over whether the managers of Domino's Pizza stores are exempt employees under wage and hour laws. Certain franchisees pay store managers on a non-exempt basis. Whether store managers are classified as exempt or non-exempt employees under applicable law may affect store profitability because of overtime and other benefits due non-exempt employees. There may be local laws regulating delivery service, including laws which may prohibit businesses offering delivery service or from refusing to provide delivery service to certain customers or areas. In addition, DPL entered into an agreement with the Department of Justice in June 2000, to ensure that decisions affecting delivery service will not be based on factors such as race, national origin, age or other characteristics protected by law. At the time, DPL adopted, on a system-wide basis, limited delivery service standards which applied to all company-owned and franchised Stores. DPL also adopted procedures for implementing these standards which are applicable to all Domino's company-owned Stores and provided to all franchisees as guidelines which franchisees may adopt to comply with these standards. These standards and procedures relate, in part, to the circumstances under which stores may limit delivery in certain areas for safety of store employees. All of these standards and procedures are applicable to all new and existing Domino's Pizza franchisees and company-owned Stores. There may be other laws which apply to your business. You should investigate these laws and their impact on your business.

Item 2: Business Experience

Manager and Chief Executive Officer of DPF and Manager and Chief Executive Officer of DPL: Richard Allison, Jr.

Mr. Allison has been Manager and Chief Executive Officer of DPF and Manager and Chief Executive Officer of DPL since July 2018. Prior to that Mr. Allison served as President, Domino's International from October 2014 to July 2018.

Chief Operating Officer and President, Domino's U.S. of DPL: Russell Weiner

Mr. Weiner has been Chief Operating Officer and President, Domino's U.S. since July 2020. Prior to that he served as Chief Operating Officer and President of the Americas of DPL from July 2018 to July 2020. Prior to that Mr. Weiner served as President, Domino's USA from October 2014 to July 2018.

Manager of DPF: Leonard Padula

Mr. Padula has served as a Manager of DPF since March 2016. Mr. Padula is a Vice President of Lord Securities Corporation, a TMF-Group company based in New York, New York having been with the company from March 2004 to present.

Manager of DPF: Albert J. Fioravanti

Mr. Fioravanti has served as a Manager of DPF since May 2014. Mr. Fioravanti is Managing Director of Lord Securities Corporation, a TMF-Group company based in New York, New York having been with the company from December 1999 to present.

Executive Vice President, General Counsel and Corporate Secretary of DPF and DPL: Kevin S. Morris

Mr. Morris has served as Executive Vice President and General Counsel of DPL since January 2017. He has also been the Executive Vice President, General Counsel and Corporate Secretary of DPF and DPL since November 2018. Prior to that Mr. Morris was employed by Equinox Holdings, Inc. in New York, New York from December 2012 to January 2017, most recently as Senior Vice President, General Counsel and Corporate Secretary.

Executive Vice President and Chief Marketing Officer of DPL: Art D'Elia

Mr. D'Elia has served as Executive Vice President and Chief Marketing Officer of DPL since July 2020. Prior to that he served as Senior Vice President and Chief Marketing Officer of DPL from January 2020 to July 2020. Prior to that Mr. D'Elia served as Senior Vice President and Chief Brand and Innovation Officer of DPL from January 2018 to January 2020. Prior to that he served as Chief Marketing Officer of Danone Dairy UBN in London, United Kingdom from July 2017 to January 2018. Mr. D'Elia

served as Chief Marketing Officer of Danone Dairy UK and Ireland in London, United Kingdom from April 2016 to June 2017. Prior to that he served as Vice President, Marketing of Danone in White Plains, New York from August 2012 to March 2016.

Executive Vice President – U.S. Operations and Support of DPL: Frank Garrido

Mr. Garrido has served as Executive Vice President – U.S. Operations and Support of DPL since March 2021. Prior to that he served as Senior Vice President – Team USA of DPL from June 2020 to March 2021. He has also served as Vice President – Franchise Operations – East of DPL in Atlanta, Georgia from January 2018 to June 2020. Prior to that Mr. Garrido served as Vice President – Franchise Operations – South of DPL in Atlanta, Georgia from March 2017 to December 2017. Prior to that he was Vice President of Operations for Focus Brands in Atlanta, Georgia from March 2015 to March 2017.

Executive Vice President – Chief Financial Officer of DPL: Stu Levy

Mr. Levy has served as Executive Vice President – Chief Financial Officer of DPL since August 2020. Prior to that he served as Executive Vice President – Supply Chain Services from January 2019 to August 2020. Prior to that Mr. Levy served as Executive Vice President - Chief Transformation Officer for Republic Services in Phoenix, Arizona from January 2015 to November 2017.

Executive Vice President of Supply Chain Services: Cindy Headen

Ms. Headen has served as Executive Vice President of Supply Chain Services since August 2020. Prior to that she served as Senior Vice President of Global Procurement and Supply Chain Operations from December 2018 to August 2020. Prior to that Ms. Headen served as Vice President of Procurement & Product Management from November 2015 to December 2018.

Executive Vice President and Chief Technology Officer of DPL: Kelly Garcia

Mr. Garcia has served as Executive Vice President and Chief Technology Officer of DPL since October 2020. Prior to that he served as Senior Vice President and Chief Technology Officer of DPL from April 2020 to October 2020. Prior to that Mr. Garcia served as Senior Vice President – eCommerce and Technology Innovation of DPL from November 2016 to April 2020. Mr. Garcia held the position of Vice President – eCommerce Development of DPL from July 2012 to November 2016.

Assistant Secretary of DPF and Director - Franchise Services of DPL: Joseph P. Devereaux

Mr. Devereaux has been an Assistant Secretary of DPF since April 2007. Mr. Devereaux joined DPL in 1988 and has been the Director of Franchise Services since September 1997.

Vice President – Franchise Operations - Central of DPL: Mark Rudd

Mr. Rudd has served as Vice President – Operations – Central of DPL since January 2018. Prior to that Mr. Rudd served as Vice President – Operations – Midwest of DPL from August 2014 to December 2017.

Vice President – Franchise Operations – East of DPL: Diane Porter

Ms. Porter has served as Vice President – Franchise Operations – East of DPL since June 2020. Prior to that she served as Vice President – Corporate Operations from October 2014 to June 2020.

Vice President – Franchise Operations – West of DPL: Ross Behrman

Mr. Behrman has served as Vice President – Franchise Operations – West of DPL in Denver, Colorado since July 2016. Prior to that he was Director – Franchise Operations – West of DPL from June 2015 to July 2016.

Senior Vice President – Development of DPL: Matthew Walls

Mr. Walls has served as Senior Vice President – Development of DPL since January 2019. Prior to that Mr. Walls served as Vice President - U.S Development for DPL from July 2018 to January 2019. Mr. Walls served as Vice President - Store Development for DPL from August 2014 to July 2018.

Senior Vice President – Franchise Relations and System Engagement of DPL: Debbie Sweeney

Ms. Sweeney has served as Senior Vice President – Franchise Relations and System Engagement of DPL since January 2020. Prior to that Ms. Sweeney served as Vice President – Franchise Relations of DPL from July 2018 to January 2020. Prior to that she was Vice President – National Field and Team USA Marketing, DNAF Media/Mktg Services of DPL from May 2015 to July 2018.

Director – Store Development of DPL: Lora Ennis

Ms. Ennis has served as Director – Store Development of DPL in Louisville, Kentucky since January 2020. Prior to that she was a Franchise Development Consultant for DPL in Louisville, Kentucky from September 2017 to January 2020. Ms. Ennis held the position of Portfolio Manager for KFC a franchise of Yum! Brands, Inc. in Louisville, Kentucky from December 2014 to August 2017.

Director – Store Development of DPL: Taylor Schuette

Mr. Schuette has served as Director – Store Development of DPL in Seattle, WA since June 2019. He was the Franchise Development Leader for DPL from April 2019 to June

2019. Mr. Schuette served as Area Supervisor for Four Our Families Inc., a Domino's Pizza franchisee, in Tacoma, WA from October 2018 to March 2019. He served as Development Leader for DPL in Seattle, WA from September 2016 to September 2018. He was a Development Associate for Tarragon Corporation in Seattle, WA from September 2014 to September 2016.

Vice President – Development Services and Support of DPL: Matthew Zaia

Mr. Zaia has served as Vice President – Development Services and Support of DPL since January 2020. Prior to that Mr. Zaia served as Director - Development Innovation and Administration from November 2016 to January 2020. Mr. Zaia held the position of Manager of Construction of DPL from May 2015 to November 2016.

Director – Global Operations Support – Franchisee Development: Courtney Trueman

Ms. Trueman has served as Director – Global Operations Support – Franchisee Development of DPL since December 2020. Prior to that she served as Manager – New Franchisee Engagement of DPL from February 2019 to December 2020. Ms. Trueman held the position of Specialist – New Franchisee Engagement of DPL from August 2018 to February 2019. Prior to that she was Specialist – National Trainer of DPL from February 2015 to August 2018.

Item 3: Litigation

Unless otherwise noted, all references to Domino's Pizza, Inc., Domino's or DPI in the legal proceedings described below refer to DPL prior to the time it was converted to a limited liability company in 2000.

Pending Actions

The People of the State of New York v. Domino's Pizza, Inc., Domino's Pizza, LLC, Domino's Pizza Franchising, LLC; Anthony Maestri, Hi-Rise Pizza, Inc., Hudson River Pizza, LLC., Upper West Harlem Pizza, Inc., North Bedford Avenue Pizza, Inc., Uptown Pizza, Inc., Northern Westchester Pizza, LLC, Shueb Ahmed, Nader Inc., Super Duper Pizza Inc., Matthew J Denman and Denman Enterprises, Inc. (Index No. 450627/2016, Supreme Court of the State of New York, New York County). On May 23, 2016, the Attorney General of the State of New York (the "New York AG") filed this action against DPL and its affiliates as well as three franchisees in the State of New York, alleging that the defendants failed to pay employees of these franchisees legal minimum and overtime wages, spread of hours pay and failed to reimburse franchisee employees for delivery expenses, in violation of the New York labor law. The New York AG alleges that DPL and its affiliates are liable for these labor law violations as joint employers with the franchisees. In addition, the action alleges that the franchisees' use of Domino's PULSE proprietary software, which the New York AG claims is defective, caused the franchisees to incorrectly calculate wages for the employees. The New York

AG is seeking an accounting of underpayments, restitution, a finding that the defendants violated New York labor law and an injunction barring continued violations, prejudgment interest, attorneys' fees and costs. The New York AG also is seeking a finding that DPL and its affiliates engaged in unlawful activity in violation of New York law and that DPL violated the New York Franchise Sales Act ("Franchise Act") by failing to disclose alleged defects in the Domino's PULSE software. As to these claims, the New York AG is seeking a permanent injunction barring use of Domino's PULSE software until all alleged flaws have been remedied, disgorgement of monies New York Domino's franchisees paid to DPL for such software, an injunction preventing DPL from issuing disclosure documents in the State of New York until corrective disclosures are made, and damages under the Franchise Act. DPL and its affiliates subsequently moved for, and were granted, summary judgment on all of the New York AG's joint employer claims. After trial, the Court entered judgment for DPL and its affiliates on the New York AG's remaining claims. DPL and its affiliates deny all of these allegations and intend to vigorously defend the Court's judgment in their favor. The New York AG has appealed the trial court's summary judgment order and its ruling after trial.

Harley Blanton v. Domino's Pizza Franchising LLC, Domino's Pizza Master Issuer LLC, Domino's Pizza LLC and Domino's Pizza Inc. (Case No. 218CV13207, United States District Court for the Eastern District of Michigan). On October 15, 2018, the plaintiff, on behalf of himself and a purported class of similarly situated individuals, filed this action against DPF, DPL, DPMI and DPI alleging that an employee non-solicitation provision previously contained in the Standard Franchise Agreement suppressed wages, inhibited employment mobility and lessened professional work opportunities of employees at Domino's Pizza Stores in violation of Section 1 of the Sherman Act. The plaintiff also alleges that the defendants fraudulently concealed the existence of the non-solicitation provision. An amended complaint, which added an additional plaintiff and a claim under the Washington Consumer Protection Act, was filed on June 27, 2019. The plaintiffs are seeking class certification, as well as damages in an unspecified amount, treble damages, an injunction enjoining enforcement of the non-solicitation provision, costs, expenses, interest and attorneys' fees. On October 25, 2019, the court ordered the plaintiffs to arbitrate their claims and dismissed their complaint in its entirety. On November 25, 2019 Derek Piersing filed an appeal with the U.S. Court of Appeals for the Sixth Circuit seeking to overturn the lower court's ruling. The Sixth Circuit Court of Appeals has affirmed the dismissal of plaintiffs' complaint, and the United States Supreme Court subsequently denied the plaintiffs' petition for writ of certiorari. DPF and its affiliates continue to deny all of the allegations and intend to vigorously defend any underlying arbitration proceeding.

Jeff Smorowski, on behalf of himself and all similarly situated persons, v. Domino's Pizza LLC, Domino's Pizza, Inc., and Does 1 through 100, inclusive (Case No. 2:20-CV-10739-MWF-SK, United States District Court for the Central District of California). On December 2, 2020, the plaintiff filed a putative class action lawsuit against Domino's Pizza LLC and Domino's Pizza, Inc. (hereinafter collectively referred to as "Domino's") alleging Domino's misrepresented the pricing structure of its "Mix & Match" promotion. The complaint was amended on February 15, 2021 to add an additional plaintiff. The complaint alleges six claims: (1) Violation of the California Consumer Legal Remedies Act; (2) Violation of the California Unfair Competition Law; (3) Violation of the California False Advertising Law; (4) Breach of Express Warranty; (5) Unjust Enrichment; and (6) Fraud. Plaintiffs allege that they were

overcharged for purchases based on Domino's disclosures. Domino's denies the allegations contained in the complaint and intends to vigorously dispute these claims.

Additionally, DPL has been named as a defendant in several labor and employment lawsuits brought by employees of our franchisees, alleging that we are joint employers with our franchisees. These lawsuits allege wage and hour violations. We strongly disagree with the joint employment allegations and intend to vigorously defend these actions.

Concluded Actions

Sierra-Sonora Enterprises, Inc.; Jackson Hole Partners, LP; and Grand Teton Partners, LP v. Domino's Pizza LLC, TISM, Inc., et al. (Case No. CV10-105-PHX-JAT, U.S. District Court for the District of Arizona). The plaintiffs were three entities controlled by Rick Flory, the sole shareholder of Sierra-Sonora Enterprises, Inc., which held numerous franchise agreements with DPL to operate pizza stores in the Phoenix, Arizona market. The plaintiffs filed this lawsuit on August 21, 2009 alleging breach of contract, breach of duty of good faith and fair dealing, unjust enrichment, common law fraud/fraudulent misrepresentation, negligent misrepresentation and securities fraud stemming from a stock transaction. Prior to February 2002, Jackson Hole Partners and Grand Teton Partners were provided the opportunity to purchase shares of TISM, Inc. stock, which, at the time, was an indirect owner of DPL. When Sierra-Sonora Enterprises, Inc. sold all its stores to DPL in February of 2002, these entities were required to sell the TISM, Inc. shares back to DPL. The plaintiffs' contend the sale of the stock was not handled properly and that they sustained over \$6.0 million in damages. The defendants' position was that the stock transaction was conducted in accordance with the terms of the agreement between the parties and that, in any event, the plaintiffs did not sustain any damages. The plaintiffs filed their complaint in the state court in Arizona. The defendants removed the case to the U.S. district court for the district of Arizona. The defendants filed a motion to dismiss on January 25, 2010. On May 4, 2010 the Court entered an order dismissing counts two through six of the complaint as well as the plaintiffs' request for punitive damages. The only remaining count was for breach of contract pertaining to the sale of assets agreement entered into by the parties. On or about June 3, 2010, the plaintiffs filed a first amended complaint, with allegations that were substantially similar to the original complaint. A second motion to dismiss was filed. On November 4, 2010 the court entered an order granting the defendants' renewed motion to dismiss all counts of the amended complaint except for the breach of contract claim. The court also denied plaintiffs' motion to dismiss a counterclaim filed by the defendants. The parties settled their dispute in January 2011. Under the terms of the settlement the plaintiffs paid defendants \$100,000 and waived their rights to certain monies they may have been entitled to recover in a separate real estate matter.

Grosso Enterprises, Inc. v. Domino's Pizza LLC, a/k/a Domino's Pizza Franchising LLC, a/ka/ Domino's Pizza Master Issuer, (Case No. 11-1484, U.S. District Court for the Eastern District of Pennsylvania). On March 4, 2011 the plaintiff, a Domino's Pizza franchisee operating a single Domino's Pizza store in Pennsylvania, filed a lawsuit against DPL in the U.S. District Court for the Eastern District of Pennsylvania, seeking a declaratory judgment that the company did not have proper grounds to terminate its franchise agreement and for monetary damages. The complaint sought damages for breach of contract, breach of good faith and fair dealing, and tortious interference with existing and prospective contractual and business

relationships. The plaintiff's franchise agreement had been terminated in May of 2010 for having three defaults of the franchise agreement in a twelve month period but the termination had been stayed to allow the franchisee to sell the store which he was unable to do. On March 9, 2011, the court temporarily enjoined the termination of the franchise but vacated that order on March 11, 2011. On August 1, 2011 the parties entered into a settlement agreement under which the franchisee was given until August 15, 2011 to leave system, sell the store or come into full compliance with franchise agreement and remain a franchisee. The franchisee elected to come into full compliance and remain a franchisee. No monetary compensation was part of the settlement agreement. On August 4, 2011 the court entered an order dismissing the case.

Ram Pizza, Inc.; Harvey R. Chabot; Harvey R. Chabot and Margo Chabot, Co-trustees of the Chabot Family Trust v. Domino's Pizza LLC, Shane Casey, Robert Gates, Adonis Rawlins and Does 1 through 100, inclusive (Case No. RIC10011480, Superior Court of California for County of Riverside). This complaint was filed on January 14, 2011 by a former franchisee, Ram Pizza, Inc. ("Ram") and its controlling shareholder, his wife and their family trust. Ram owned and operated four Domino's Pizza franchise stores. Beginning in December of 2007, Ram discussed selling its stores to another Domino's Pizza franchisee, Riverside Pizza, Inc. Simultaneously, Ram was in discussion with another Domino's Pizza franchisee, Dream Team Pizza, concerning the purchase of the same stores. DPL did not approve the sale of the stores to Riverside. Among other reasons, Riverside Pizza, Inc. was then in default under its own franchise agreements. Ram entered into an agreement to sell to Dream Team Pizza, Inc.; however, that deal fell apart when Dream Team Pizza, Inc. could not obtain the necessary financing. Ram ultimately succeeded in transferring all of its stores to a buyer, but complained that DPL improperly failed to approve the proposed transfer to Riverside Pizza, Inc. and made misrepresentations that led them to negotiate with Dream Team Pizza, Inc. Ram contended that the sale to Riverside Pizza, Inc. would have been a more lucrative sale than the one that was ultimately consummated. The plaintiffs' complaint alleged that DPL's actions constituted fraud, intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, breach of contract, and breach of implied covenant of good faith and fair dealing. Ram voluntarily dismissed Adonis Rawlins and Robert Gates. On December 12, 2013 the Court partially granted DPL's Motion for Summary Adjudication. On January 15, 2014, Ram filed a writ of mandamus with the California Court of Appeals 4th Appellate District seeking to overturn the lower court's ruling. On March 13, 2014 the Court of Appeals affirmed the trial court's order except for the dismissal of a Breach of Contract, which was reinstated. The plaintiff filed a petition for rehearing and the Court of Appeals thereafter reinstated a Breach of the Covenant of Good Faith and Fair Dealing count. Thereafter, the plaintiff elected not to proceed with the case pending collection of an amount in an arbitration involving other parties to the transaction. On November 13, 2014, the court dismissed the case without prejudice.

Domino's Pizza International Franchising Inc. v. Rutger-Jan Van Spaandonk, (Case No. 4:14-cv-11289-MAG-MJH (United States District Court for the Eastern District of Michigan) and Rutger-Jan Van Spaandonk, Rodney Ichikowitz, Keith Warren and International Food Service Concepts Limited v. Domino's Pizza International Franchising Inc., Taste Holdings Limited and Abraham Carel Viljoen, Case No. 17846/14 (High Court of South Africa, Gauteng Local Division, Johannesburg). On March 28, 2014, Domino's Pizza International Franchising Inc. ("International") filed a lawsuit against Rutger-Jan Van Spaandonk,

an individual with whom it had been negotiating regarding the possible execution of a Master Franchise Agreement for certain countries in Africa. International seeks a declaration from the federal court that no contract exists between it and Van Spaandonk and/or whatever entity he ultimately formed, an injunction enjoining Van Spaandonk from interfering with Domino's dealings with its actual master franchisee, and damages for Van Spaandonk's interference with those dealings. Approximately two months later, on May 19, 2014, Van Spaandonk, Rodney Ichikowitz, Keith Warren and International Food Service Concepts Limited (collectively, the "Applicants") commenced a proceeding against International, Taste Holdings Limited (an affiliate of International's master franchisee for South Africa and certain other countries in Africa), and Abraham Carel Viljoen (collectively, the "Respondents") in the High Court of South Africa. The Applicants seek entry of an order enjoining the Respondents from implementing a master franchise agreement in South Africa, Swaziland or Lesotho with Taste Holdings Limited, declaring that a valid and binding agreement exists between them and International, and directing International to execute the Master Franchise Agreement that International contends was never finalized. The Applicants also seek the costs incurred in connection with the proceeding. On July 18, 2014, International filed papers opposing the Applicants' request. In October of 2015, the parties entered into a Settlement Agreement under which International agreed to pay the Applicants \$400,000 and the Applicants agreed to withdraw their proceeding. A Notice of Withdrawal was filed with the High Court of South Africa on October 19, 2015. On October 21, 2015, International voluntarily dismissed the lawsuit it filed in the U. S. District Court for the Eastern District of Michigan.

Actions Commenced Against Franchisees During Last Fiscal Year

No other actions are required to be disclosed in this Item.

Item 4: Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5: Initial Fees

Depending upon the type of Store to be developed, purchased or opened and whether you are participating in one of our incentive programs as discussed below and in Item 6, you will pay an initial franchise application processing fee ("Initial Fee") ranging from \$0 to \$10,000. The range of the Initial Fees paid to us during the year ending January 3, 2021, was from \$0 to \$10,000. Our current policy for determining the amount of the Initial Fee is (subject to the terms of an incentive program):

- (1) If you are constructing a Store you will pay an Initial Fee of up to \$10,000.
- (2) If you are refranchising a closed Store you will pay an Initial Fee of up to \$10,000.

- (3) If you are purchasing an existing Store you will pay a transfer fee of \$1,500.
- (4) The fee for a Development Agreement is each Store's Initial Fee up to \$25,000 ("Reservation Fee"). The Reservation Fee for each Store is payable only if you fail to comply with the development schedule for a Store. Further, in the event that you do not open all of your required new Stores under the Development Agreement, you must pay us the Reservation Fee for each of the new Stores not opened. All such payments of the Reservation Fee will be due within thirty (30) days of written notice from us.

The Initial Fee is payable prior to us issuing the applicable agreement and is not refundable for any reason. Also, at our discretion, all or a portion of the fees described in (1), (2) and (3) above may be required to be paid when the initial franchise application is submitted for our review and approval, in practice, we generally do not bill and collect the Initial Fee until you are operating the Store. Additionally, at our discretion, this fee may be applied to the initial operational and classroom training of the individual who will own 51% or more of the equity and voting interest in the franchise. We may charge a reasonable training fee up to \$1,000 for these training programs or classes which you must complete to our satisfaction. We may waive all or a portion of the Initial Fee under incentive programs we implement from time to time to encourage system growth.

If you are developing a store under our new Store build incentive program, you must pay us a reservation fee of \$25,000 under certain circumstances. The reservation fee when paid is not refundable. Our store incentive programs are described in more detail in Item 6.

You must purchase inventory and supplies, equipment, fixtures, furnishings and signage to open your Store. DPD and approved vendors supply these items to franchisees. We estimate that these payments together with Initial Fee payments will range from \$84,750 to \$167,500 for a Domino's Pizza Traditional Store and \$65,750 to \$158,500 for a Domino's Pizza Non-Traditional Store, based upon the experience with store openings during the last year. See Item 7 for our current estimate of these costs. You must also make certain payments to DPD when you acquire the proprietary computer and point of sale system. See Items 6, 7 and 11.

Item 6: Other Fees

Development Agreement

There is no recurring or isolated fee or payment required under the Development Agreement. However, you must pay other required recurring or isolated fees under our then-current franchise agreement for the Stores you open in your development area. Except as noted, these fees are non-refundable and not collected on behalf of any third party.

Franchise Agreement

ITEM 6 TABLE

OTHER FEES

(1) Type of Fee ¹	(2) Amount	(3) Due Date	(4) Remarks
Royalty Fee	5.5% of Store's weekly Royalty Sales ²	Paid via electronic funds transfer by Thursday of each week on royalty sales for the week ending on the preceding Sunday.	Royalty Sales are the total receipts from all sales of pizza, beverages and other products or services authorized for sale at the Store or at any approved off-site location. ³
Advertising Fund	4% of Store's weekly Royalty Sales ^{2, 4} under the Franchise Agreement. Non-Traditional Stores may receive a partial credit or make a reduced contribution. ⁵	Same as Royalty Fee	See Item 11 for information concerning advertising and promotion.
Advertising Cooperatives	1-4% ⁶	Same as Royalty Fee	May be required to participate in local and regional advertising cooperatives. See Item 11
PULSE initial license fee	\$4,200		Paid to DPD.
Third Party Vendor Pulse Fees	\$908		Paid annually and is subject to annual adjustments by DPD. Fees are paid by DPD to third party vendors.
Annual Software Enhancement Fee	\$641.91 per Store per year, after the first year ⁷	As invoiced	Covers cost of updates to Domino's PULSE core software. Fee for first year is included in initial cost. For further information about other fees and charges see footnotes #7 and #11 below.

(1) Type of Fee¹	(2) Amount	(3) Due Date	(4) Remarks
Help Desk/Software Support Services	Currently \$44 per call	As invoiced	
Connectivity Fee	\$1200 per year	As invoiced	Paid when you do not have high speed broadband connectivity where the service is available.
Flex Client Fee	\$150 per device	As invoiced	Paid to DPD (or a third party on behalf of DPD) if you use Google Chrome in connection with any of your devices. A new access fee will have to be paid when each device is replaced.
Monthly Service Fee for Application Processing	\$29.50 per month		Paid to IBM but a portion refunded to DPL at the end of the year to offset expenses and costs incurred by DPL in implementing this service. ⁽⁸⁾
Technology Transaction Fee	\$.275 per digital order	As invoiced	May be increased or decreased pursuant to the terms of the Online Ordering Franchise Services Agreement.
Credit Card Processing Fee	\$.0475 per transaction	As invoiced	Paid to an outside vendor and remitted to us by vendor to cover costs for credit card security and related costs
Spanish Language Call Center Program Fee	\$3.00 per call	As invoiced	Each store using this service must make a monthly payment to DPD.
Inspections	Will vary under circumstances	As incurred	Includes all travel expenses, room and board and compensation of our employees.
Food Safety Audits	\$179	As incurred	Conducted by a third-party vendor

(1) Type of Fee¹	(2) Amount	(3) Due Date	(4) Remarks
Audit Expenses	Cost of audit, charges of employees, understatement plus 1.5% interest per month	10 days after receipt of final audit	Payable if understatement is greater than 2% or audited because you failed to submit reports.
Transfer	\$1,500	Before transfer	Payable when Franchise Agreement or the assets of the Store or any ownership interest is transferred.
Training Fees	Maximum –cannot exceed \$1,000 per session	Upon class registration	In addition to these training fees, we may require supplemental or additional training programs. You pay cost of additional or supplemental programs (not to exceed \$500) and other expenses.
Interest on Late Payments	Lesser of 1.5% per month or highest legal rate for open account business credit in the state Store	As incurred	Payable on all overdue amounts. 2% above the Libor rate for Alaska and Hawaii stores.
Charges for Testing and Evaluation	Will vary under circumstances	As incurred	See Item 8
Indemnification	Will vary under circumstances	As incurred	You must indemnify and hold us harmless if we are held liable from your Store's operations.

(1) Type of Fee ¹	(2) Amount	(3) Due Date	(4) Remarks
Costs of Enforcement/ Non-compliance	Will vary under circumstances	As incurred	Reimburse us to enforce the Franchise Agreement. Under our Customer Care billing program, you will be charged \$20.00 for excessive calls we receive from your customers related to product and services concerns at your store. You will be charged only if the customer indicates they contacted the store and did not get resolution of his or her issue. For subsequent contacts to our Customer Care department by the customer, you will be charged \$30.00 per contact but only if they occur outside of a 5 day standard reply period.
Carryout Tracker Bundle	\$299.21	As invoiced	Includes Flex Client and Cabling. Does not include staging, shipping, nor flex Client Fees
Server Bundle	\$3,296.84	As invoiced	Includes pair of Servers and Display adapters. Does not include staging and shipping fees.
WAP & Meraki MX64 License	Currently \$250.00 per year but could increase if costs increase	As invoiced	Includes WAP & Meraki MX64 yearly licensing.
Meraki Router\WAP Hardware Bundle	Currently \$509.29 but could increase if costs increase	As invoiced	Includes router, WAP, POE injector, power cord. Licensing to use the hardware is not included.
EMV Credit Card reader kit	\$422.62	As invoiced	Includes Credit Card reader, power cord, and ethernet adapter cable.

(1) Type of Fee ¹	(2) Amount	(3) Due Date	(4) Remarks
Mobile Inventory Device	\$282.66	As Invoiced	Does not include staging, shipping, nor management fees.
Flex Client	\$292.99	As Invoiced	Does not include staging, shipping, nor flex client fees.
Menuboard Client Bundle	\$356.89	As Invoiced	Includes flex client, cabling, and cable management. Does not include staging, shipping, nor flex client fees.

- (1) All fees are imposed by and payable to us or our affiliates. All fees are non-refundable.
- (2) We may from time to time implement incentive programs to encourage system growth, improve store performance or accomplish other objectives designed to benefit the System. Under these incentive programs, we may reduce weekly royalty fees and advertising contributions payable by a participating franchisee for a period of time, including national and mandatory local advertising contributions (but not voluntary local co-op amounts approved by the local co-ops). We may impose limits on the amount of the incentives received under a particular program. The participating franchisee may also be asked to pay a reservation fee (which is currently \$25,000) for the right to develop one or more stores under an incentive program, which will ordinarily only be payable if the store or stores are not leased, constructed and/or opened within the time periods we specify. We reserve the right to modify or terminate these incentive programs in our sole discretion and to implement and grant these and other new or modified incentive programs to franchisees who we determine to be eligible for these programs under terms we deem appropriate.
- (3) Royalty Sales do not include sales and equivalent taxes and coupons and similar discounts we approve. For Non-Traditional Pizza Stores located in stadiums and airports, commissions payable to the stadium or airport authorities other than up-front fees are deducted from total receipts in computing Royalty Sales. Premium items or similar items are included in computing Royalty Sales unless these items have been sold at or below cost. Unless we otherwise specify, premium items or similar items do not include any food or beverage item.
- (4) The obligations of franchisees who signed Franchise Agreements before 2013 to contribute to the Advertising Fund may differ (see Item 11). The percentage currently charged for a Domino's Pizza Traditional Store is 4% of the weekly Royalty Sales.

You must pay up to 4% of the weekly Royalty Sales as an advertising contribution if you operate a Domino's Pizza Non-Traditional Store to an advertising fund. (see Item 11).

We and our affiliates may set up a separate advertising fund for Domino's Pizza Non-Traditional Stores.

Neither we nor our affiliates have historically collected the 4% advertising from Domino's Pizza stores operating in Alaska and Hawaii. These Stores are obligated to spend an equivalent or agreed upon amount in their local markets. However, beginning in 2018, we or our affiliates have been collecting the 4% advertising from all new Domino's Pizza stores which open in Alaska and Hawaii as well as upon renewal or transfer of existing franchise agreements for Domino's Pizza Traditional Stores or Domino's Pizza Non-Traditional Stores in Alaska and Hawaii.

- (5) If you operate a Domino's Pizza Non-Traditional Store, we may rebate quarterly (or give you a credit for) up to 3½% of the 4% advertising contribution you pay for local advertising. We recommend you spend all credits in the calendar year in which they are given on local advertising expenditures.
- (6) If a cooperative exists and if 65% or more of the Stores in the cooperative agree or are contractually obligated to contribute a specified percentage of Royalty Sales, then you must make the same percentage contribution to the cooperative. Each store we operate in the market contributes to advertising funds, and is entitled to vote, on the same basis as franchised stores. We have the right to require that you contribute no less than 2% of your weekly Royalty Sales to the cooperative. If there is no advertising cooperative or if the Stores have not agreed upon a percentage of Royalty Sales to contribute to the cooperative, franchisees are required to expend or contribute to the cooperative, as the case may be, an amount we specify up to and including 2% of the weekly royalty sales of your Store for local advertising. The maximum amount we can require that you contribute to the national advertising fund and local and regional advertising expenditures will be 9% of the weekly Royalty Sales of your Store.
- (7) You must acquire the Domino's PULSE point of sale computer system ("Domino's PULSE") if you are building a new Store or purchasing an existing Store that is not already equipped with Domino's PULSE. The specifications of the Domino's PULSE system are discussed below in more detail in Item 11. You must sign a Domino's PULSE Software License Agreement with our affiliate, DPD, in the form attached as Exhibit K, to use the Domino's PULSE software. The \$641.91 per year enhancement fee may be increased in subsequent years, however, it will not be increased by more than five percent (5%) in any given year, unless a higher amount is recommended by the Domino's Technology Advisory Board. In connection with the Domino's PULSE License Agreement you will also be required to sign a Participation Agreement with Microsoft which contains a right to use certain Microsoft software that is part of Domino's PULSE at a more favorable price than retail. You must acquire the Domino's PULSE hardware from a vendor approved by us. You will be required to enter into a Domino's Pizza Help Desk Services Agreement with DPL, in the form attached as Exhibit I, for Help Desk and Software Support Services for the entire term of the Domino's PULSE License Agreement. If we modify the computer and related technology requirements you may be required to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service

and support. The cost to you of obtaining the software licenses, or additions, substitutions, replacements or modifications thereto, may not be fully amortizable over the term of the Franchise Agreement. The current cost estimate per store to acquire the hardware and software required, including payments due us, is \$15,000 to \$25,000 (other installation and service fees may apply) and is due as incurred. The difference between the high and low range is attributable in part to the number of order entry stations and additional Domino's PULSE related optional services. The current estimated cost per store for required maintenance and support contracts, third party software license fees, and upgrades or updates to the Domino's PULSE software should not exceed an average of \$6,000 annually. This estimated cost per store covers the annual enhancement fee due, system support services, third party license fees and software upgrades and maintenance including help desk and support services provided by a third party vendor. We may require that you continuously maintain high speed broadband connectivity, where available. All fees are imposed by and payable to DPD or our designated third party vendor. All fees are non-refundable.

We may develop or contract with third parties to develop centralized or technology based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively "Additional Order Systems"). These may become mandatory at any time during the term of the Franchise Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with us and with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees that may be included as part of the Technology Transaction Fee. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations.

- (8) You will be required to accept and process applications for store-level positions through an online platform provided by IBM Corporation ("IBM"). You must make a monthly payment to IBM to acquire this service. Currently, this amount is \$29.50 per month per Store. Currently, a call to GlobalCare for technical support with your IBM online platform will result in a charge of \$40.

You must participate in the Domino's Pizza Gift Card Program and obtain and use Gift Cards, transaction processors and related services, from vendors approved by us and pay the fees associated with the Gift Card Program.

License Agreement

ITEM 6 TABLE

OTHER FEES

(1) Name of Fee ⁽¹⁾	(2) Amount	(3) Due Date	(4) Remarks
License Fee	10% of Store's Gross Sales	Weekly	Gross Sales includes total receipts from the sale of pizza and related food products authorized for sale at the Store but exclusive of sales tax or equivalent taxes. Percentage may vary depending on the venue where the Store is located. We have the discretion to apply a portion of the License Fee to the Advertising Fund.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and hold us harmless if we are held liable from your Store's operations.

You will be required to purchase proprietary products from DPD or an approved vendor. (See Item 8).

- (1) All fees are imposed by and payable to us. All fees are non-refundable.

Item 7: Estimated Initial Investment

ITEM 7: TABLE YOUR ESTIMATED INITIAL INVESTMENT

Domino's Pizza Traditional Store

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Initial Fee ⁽¹⁾	\$0 to \$10,000	Lump Sum	When approved	Us
Leasehold Improvements ⁽²⁾	\$25,000 to \$300,000	Lump Sum	When completed	Landlord or other third party

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Furniture, Fixtures and Equipment ⁽³⁾	\$81,000 to \$145,000	Lump Sum	Usually 30 days after invoice	DPD or other approved Supplier
Signage ⁽³⁾	\$5,200 to \$35,000	Lump Sum	50% when ordered 50% when shipped	Approved Suppliers
3 Month's Rent ⁽²⁾	\$3,000 to \$25,000	Lump Sum	When you sign the lease	Landlord
Security Deposit ⁽²⁾	\$1,000 to \$10,000	Lump Sum	When you sign the lease	Landlord
Opening Inventory and Supplies ⁽³⁾	\$2,750 to \$6,500	Lump Sum	Within 30 days of delivery	DPD or other approved Suppliers
Opening Advertising and Promotion ⁽⁴⁾	\$0 to \$3,000	Lump Sum	Proof of expenditures due 90 days after Store opening	Us
Training Expenses ⁽⁵⁾	\$1,000 to \$3,000	Lump Sum	When you register for class	Us
Insurance ⁽⁶⁾	\$20,000 to \$50,000	Lump Sum	Before Store opening/sale	Insurance Company
Miscellaneous Opening Costs ^(2, 7)	\$2,500 to \$7,000	N/A	N/A	Various Suppliers and Utilities
Additional Funds – 3 Months ⁽⁸⁾	\$10,000 to \$73,000	Unknown	As Incurred	Employees and various third parties
TOTAL ESTIMATED INITIAL INVESTMENT⁽⁹⁾	\$151,450 to \$667,500 ⁽¹⁰⁾			

Domino's Pizza Non-Traditional Store

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is Made
Initial Fee ⁽¹⁾	\$0 to \$10,000	Lump Sum	When approved	Us
Leasehold Improvements ⁽²⁾	\$5,000 to \$300,000	Lump Sum	When completed	Landlord or other third party
Furniture, Fixtures and Equipment ⁽³⁾	\$62,000 to \$136,000	Lump Sum	Usually 30 days after invoice	DPD or other approved Supplier
Signage ⁽³⁾	\$5,200 to \$35,000	Lump Sum	50% when ordered 50% when shipped	Approved Suppliers
3 Month's Rent ⁽²⁾	\$3,000 to \$25,000	Lump Sum	When you sign the lease	Landlord
Security Deposit ⁽²⁾	\$1,000 to \$10,000	Lump Sum	When you sign the lease	Landlord
Opening Inventory and Supplies ⁽³⁾	\$2,750 to \$6,500	Lump Sum	Within 30 days of delivery	DPD or other approved Suppliers
Opening Advertising and Promotion ⁽⁴⁾	\$0 to \$3,000	Lump Sum	Proof of expenditures due 90 days after Store opening	Us
Training Expenses ⁽⁵⁾	\$1,000 to \$3,000	Lump Sum	When you register for class	Us
Insurance ⁽⁶⁾	\$9,000 to \$40,000	Lump Sum	Before store opening/sale	Insurance Company
Miscellaneous Opening Costs ^(2, 7)	\$2,500 to \$7,000	N/A	N/A	Various Suppliers and Utilities
Additional Funds - 3 Months ⁽⁸⁾	\$10,000 to \$73,000	Unknown	As incurred	Employees and various third parties
TOTAL ESTIMATED INITIAL INVESTMENT⁽⁹⁾	\$101,450 to \$648,500⁽¹⁰⁾			

Explanatory Notes.

- (1) The Initial Fee for single Stores ranges from \$0 up to \$10,000. The Initial Fee due under a Development Agreement is calculated based on a number of considerations, including the number of Stores included in a Development Agreement and the duration of the Development Agreement. (See Item 5)
- (2) You must lease an appropriate site, subject to our approval of the lease prior to your execution of the lease. Generally, the leases are for 5 years with an option to renew for 5 years. The term and renewal of leases for Domino's Pizza Non-Traditional Stores will be subject to negotiation but may be three (3) years or less subject to renewals or extensions by the parties. The amounts specified for leasehold improvements and security deposits on a lease and rent are based on our business experience. These costs depend on the size, condition, and location of the leased premises, and the costs the landlord assumes. You may hire any party for this assistance or may conduct site selection yourself.
- (3) See Footnote (7) in Item 6 and Items 8 and 11 for information about the Domino's PULSE hardware. Other than as described in Items 7 and 8, you may purchase or lease original equipment and supplies, signs and opening inventory meeting our standards from any approved source, including DPD. The purchase or lease payments are made to either DPD or other suppliers. We do not require you to purchase or lease delivery cars and therefore we do not include these costs in this Item.
- (4) This amount is for opening advertising and promotion and does not include Advertising Fund or cooperative contributions.
- (5) Training expenses include fees for training materials for each session required for all new employees, manager candidates, managers and prospective franchisees. The travel expenses are the participant's responsibility.
- (6) We estimate that annual insurance premiums for a traditional Domino's Pizza Traditional Store to range from \$20,000 to \$50,000; and from \$9,000 to \$40,000 for a Domino's Pizza Non-Traditional. However, this cost may be significantly higher depending on the state coverage requirements, store location and your loss history.
- (7) The Miscellaneous Opening Costs are our best estimate of the costs and deposits for and installation of telephones, connectivity, internet, deposits for gas, electricity and related items. These are paid as incurred to various utilities and suppliers.
- (8) This item estimates your initial startup expenses for 3 months and assumes you pay the maximum estimated figure for monthly rent. This item does not include ongoing inventory purchases, royalty or advertising payments or the cost of any financing interest or amount of debt service obligation. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on the following factors: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for

your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

- (9) We relied on over 50 years of our affiliates and predecessors business experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.
- (10) From time to time we sell company-owned stores to franchisees. The form of agreement DPL currently use to sell the assets of company owned stores to franchisees is attached as Exhibit J (the “Sale of Assets Agreement”). The purchase price of the store will vary and may be more or less than the amounts set forth in the tables. There were no sales of company owned stores in 2020.

License Agreement

The amount of initial investment required when you sign the License Agreement will vary greatly depending on the facility. As indicated in Item 1, we do not intend to enter into new License Agreements in the future but will consider entering into new License Agreements with existing operators when the terms of their License Agreements expire. Some facilities may already be equipped to sell food products, while others may require substantial remodeling. We may require you to remodel the facility in connection with granting a License. Therefore, we cannot provide a reasonable estimate of the initial investment required under the License Agreement, although we believe that the estimated investment will be below the range of initial investment for a Domino's Pizza Store.

Development Agreement

Except for certain working capital funds to begin operations, an initial investment is not required when you sign the Development Agreement. However, an initial investment is required each time a Store is opened within your development area.

Item 8: Restrictions on Sources of Products and Services

We will provide you with specifications for pizza, other authorized food and beverage preparation, dispensing, storage and display equipment, delivery and related motor vehicles, other equipment, fixtures, furniture, exterior and interior signs and decorating that we require you to use or install in the Store. We may specify brands, types or models for any of these items. You may purchase items meeting our specifications from any source unless we designate an approved source or sources for any of these items. If you propose to purchase or lease items not previously approved by us as meeting our specifications or from a vendor not approved by us, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such item or supplier meets our specifications or our approved vendor criteria. We will advise you within a reasonable time whether any proposed item or vendor meets our specifications or our approved vendor criteria.

You must use only such items that meet our specifications in the operation of the Store and to purchase them from approved vendors, if we so require. We or our affiliates or an approved vendor may be the only source for some of these items and we may otherwise limit the number of approved vendors. We reserve the right to charge you for our reasonable expenses in testing and/or evaluating any proposed item or vendor submitted by you.

Unless otherwise agreed to by us in writing, if the property which the Store is located is not owned by you, you must maintain a lease for the site of the Store (including the lease for the site of the commissary, if any, which has been approved by us to be operated by you) which must contain such terms as we specify from time to time for all leases of a similar type. Each original lease, renewal leases and lease addenda and modification of any type must be submitted to us prior to execution for our examination and approval that it contains the terms we require in all leases. You must provide us with a copy of the executed lease, any renewal lease, and any addenda and modification or other instrument or agreement governing occupancy of the premises within thirty (30) days after execution by you and the landlord. Attached as Exhibit M is a Rider to Lease which contains the terms we currently require. This Rider must be signed at the time the lease is executed.

You must use in the development and operation of the Store the management system and computer hardware and software and related technology designated by us, including without limitation, features such as high-speed broadband connectivity, high-speed broadband monitoring, online ordering, methods and means of encryption and access to our network resources, and other internet based technology and peripheral devices that we specify from time to time (the "Brand Technology"). We may modify all aspects and the components of the Brand Technology from time to time. As part of the Brand Technology, we may require you to obtain computer hardware and/or software we specify from a single vendor designated by us and we or our affiliates may be the sole supplier of all or any part of the Brand Technology. You may use only such items and services as we specify in connection with the Brand Technology. We may require that you enter into a license exclusively with us or our affiliates to use proprietary software developed by or for us. You may also be required to enter into agreements with others for use of third party software incorporated or used in connection with the Brand Technology. Our modification of such specifications or components for the Brand Technology may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Brand Technology during the term of the Franchise Agreement. The cost to you of obtaining the Brand Technology (including software licenses) (or additions, substitutions, replacements or modifications thereto) may not be fully amortizable over the remaining term of the Franchise Agreement. You must incur such costs in connection with obtaining the computer hardware and software comprising the Brand Technology (or additions, substitutions, replacements or modifications to the Brand Technology), provided you will not be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the Royalty Sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise, to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. We have the right to charge reasonable

fees for software or systems modifications and enhancements specifically made for us that are licensed to you and other maintenance and support services that we or our affiliates furnish to you related to the Brand Technology. You may also incur charges from third parties who render services or provide products that we require you to purchase or use. We shall have independent access to data on your Brand Technology, including sales figures. There are no contractual limitations on our right to access this information and data.

Our affiliate, DPD, is the only approved supplier of the Domino's PULSE software used in Domino's Pizza stores (see Item 11 for additional information about Domino's PULSE). Any Domino's PULSE hardware and/or agreement for support and maintenance of the computer hardware must be acquired through a vendor or supplier approved by us. Currently Getronics is the approved vendor for the purchase of new hardware. DPL provides help desk services. There are currently no third party vendors for help desk services. Getronics is the approved hardware warranty and service vendor. At the time you acquire the Domino's PULSE system, you will also be required to enter into an agreement for help desk support and maintenance with DPL during the term of the Domino's PULSE Software License Agreement. We reserve the right to offer help desk and support services and to charge a fee for these services. In connection with the Domino's PULSE License Agreement you will also be required to sign a Participation Agreement with Microsoft which is a sublicense of certain Microsoft software that is part of Domino's PULSE. The Microsoft Participation Agreement is Attachment C to the Domino's PULSE Software License Agreement (Please see Exhibit K to this disclosure document). Help desk and support services providers may also require you to sign an agreement for their services.

You will be required to enter into a Domino's Pizza Online Ordering Franchisee Services Agreement with DPL, the form attached as Exhibit Q, for online ordering services. You will be responsible for the fees and charges associated with your use of online ordering and the requisite internet usage and connections, including the fees charged by the service provider. Currently the fees are \$.275 per transaction and are subject to increase each year.

As noted in Item 7, we may develop or contract with third parties to develop Additional Order Systems. These may become mandatory at any time during the term of the Franchise Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. You must also comply with all standards, operations and procedures related to e-mail capabilities of the Store and other electronic communication methods (including high-speed broadband connectivity, high-speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us.

As previously noted in Item 6, you will be required to accept and process applications for store-level positions through an online platform provided by IBM under a contractual agreement with IBM. You must make a monthly payment to IBM to acquire this service. Currently, this amount is \$29.50 per month per Store. Every six months, IBM will refund to DPL a portion of the monthly service fees paid by franchisees which will be used by DPL to offset the expenses and costs incurred by DPL in implementing this service. You will have full discretion to determine

and control the contents of the online platform and are solely responsible for making hiring and other employment decisions for your store(s). You are solely responsible for ensuring your compliance with applicable laws, rules, regulations, and ordinances. You may accept applications for store-level positions through other methods as an accommodation of an applicant's disability or as otherwise required by applicable laws, rules, regulations, or ordinances. We will not have access to the content (including applicant information) you maintain on this online platform.

You are required to participate in the Domino's Pizza Gift Card Program. The Gift Card is an electronic cash card available for purchase and redemption at Domino's Pizza stores and online, for use as a payment method for food and beverage purchases. Customers may also increase, replenish or restore balances available on the Gift Card at any Domino's Pizza store if we so designate. We will debit or credit your bank account for the net amount of Gift Card purchases / balance increases and redemption transactions. The funds collected are not and will not be the asset of any franchisee. You must obtain and use gift cards and transaction processors, including internet or other connections, from vendors designated by us. You will also be required to use the designated transaction processor which at the present time is Ceridian Stored Value Solutions. Cards are issued by CARDCO CXXV, Inc. and distributed by Domino's GC Inc.

DPL's Quality Assurance Department maintains, on our behalf, a listing of approved products and suppliers. This is the only list franchisees may use to verify approval status. If you wish to purchase or lease items we have not approved, you may propose a request through your Franchise Business Consultant. Along with the request, you must include any photographs, drawings, information source of items, samples or any materials or information necessary to adequately describe the request. You will be advised within a reasonable time (not to exceed 180 days) whether any item meets the criteria to forward to the Standards Committee for further consideration and final approval, including any additional requirements which may be imposed by the Standards Committee as a condition for the proposed supplier to receive final approval. We may charge you for reasonable expenses that we or our affiliates incur in evaluating any proposed item. The number of suppliers of any item may depend on the availability of these items and whether suppliers manufacture items meeting our specifications.

You must purchase food ingredients, beverage products, cooking, packaging and cleaning materials, other products, utensils, uniforms, menus, forms, and other supplies and materials used in the Store that meet our standards. You must use paper and plastic products imprinted with the Marks that we establish. We may require you to purchase the ingredients, supplies and materials used exclusively from us, our affiliates or from approved suppliers or distributors. We or our affiliates may examine the facilities of any approved supplier or distributor, including the commissary, if any, you operate and test the ingredients, materials or supplies. We or our affiliates may charge fees for evaluating proposed and approved suppliers or distributors and inspecting commissary operations. We may impose limitations on the number of approved suppliers or distributors of any product or service. As noted, we or our affiliates may be the exclusive supplier of certain products. A list of approved suppliers will be made available to you. Approval of a supplier or distributor may be conditioned on delivery schedule and service, among other things. In addition, your ability to purchase from other suppliers, including those who sell to us or our affiliates, depends on factors including suppliers' willingness to sell to you and the availability of various products and services that meet our standards. To protect the confidentiality of our

proprietary products, including sauce, dough and cheese, we may limit the sources of supply of these products.

We and our affiliates have established business relationships with a group of nationally recognized vendors who have agreed to provide goods and services at discounted prices to our franchise system as part of a program known as the “Pie Perks Program”. The discounts are based in part on our relationship with these vendors and our ability to purchase goods and services from them in larger quantities. The program is designed to help reduce expenses on various items and services, including, but not limited to, supplies, telecommunications services, accounting and payroll services, repairs and maintenance. You may, at your option, participate in this program and take advantage of the discounts without additional cost to you. Other than the same discounts that are available to you under the program, neither we nor our affiliates receive any revenue from the vendors as a result of this program.

DPL entered into a beverage marketing agreement with The Coca-Cola Company with an effective date of January 1, 2019 for a term ending the later of December 31, 2023 or until such time as certain volume commitments are reached which entitles franchised and company-owned locations to qualify for volume incentive funding based upon the number of cases of Coca-Cola beverage products purchased from participating Coca-Cola bottlers. The Coca-Cola Company has also agreed to pay DPL certain fixed funding along with variable funds for national marketing, media programs and promotions under the terms of the beverage marketing agreement. Coca-Cola beverages has been designated as the company standard for beverages for sale at Domino’s Pizza Stores. Although franchisees can only offer Coca-Cola beverages at their Domino’s Pizza Stores, they can purchase these products from any supplier or retailer, including participating Coca-Cola bottlers.

DPLLC, DNAF and DP IP Holder entered into a co-promotion agreement with Dairy Management Inc., a company dedicated to promoting the dairy industry and dairy products on behalf of dairy products, for a term commencing on January 1, 2021 through December 31, 2021, which entitles DNAF and DPL to receive payments to fund dairy-centric initiatives.

In 2020, DNAF received an estimated \$28,048,066.10 and we and DPL received an estimated \$1,701,956.11 under the programs described above. Except for these payments, neither we nor our affiliates receive any payments or credits from suppliers for the purchase of products by or for the benefit of franchisees, although we and our affiliates reserve the right to do so.

DPD supplies certain of these products and items to franchisees. DPD will derive revenue from the sale of these items by selling them above cost. DPD offers an optional profit sharing plan for franchisees. Prior to the Securitization Transaction, Domino's Pizza Distribution entered into these profit sharing arrangements with franchisees. These were assigned to DPD as part of the Securitization Transaction. Under this plan, franchisees must purchase their required food products from DPD for a period of 10 years in exchange for a share of the profits of the DPD center servicing their Stores. Franchisees can terminate their participation in the plan by giving 1 year notice or immediately refunding profit sharing payments for the previous year.

DPD is an approved supplier of fresh dough balls for our original screen product, thin crust and fresh pan pizza. If we or our designee give written approval for you to operate a commissary, you can make your own dough if it complies with our food safety, product and quality standards. There are currently no third party suppliers of fresh or pan pizza dough balls. Commissary operators will be required to purchase a pre-mix package from approved suppliers to produce these different types of dough. DPD is an approved supplier of pre-mix for our screen and pan dough products. In addition, there are two approved manufacturers of pre-mix from whom franchisees can purchase directly.

For the benefit of the System, we and/or our affiliates have and will continue to test and develop other dough products. We have approved the original screen product, pan pizza, and a thin crust for Domino's Pizza Stores. We have also approved a deep dish product for a limited number of non-traditional Domino's Pizza Stores. Currently, DPD is an approved supplier of thin crust to our franchisees. In addition, there is 1 approved manufacturer of thin crust that should only be used in the event that DPD does not have the capacity to manufacture.

When we and/or our affiliates periodically test new products in Stores, we may require you to purchase these products exclusively from DPD or otherwise limit the distribution and use of these products.

If you sign a License Agreement, you must purchase all dough, sauce, cheese, pizza boxes and other proprietary products from DPD unless we otherwise approve. You may not purchase such products from alternative suppliers without our approval.

We or our affiliates may from time to time offer or make available other services or products to franchisees, such as online ordering and gift cards. We or our affiliates may derive revenue from the sale of these services and products to franchisees or from the participation by franchisees in these programs.

You must maintain at your sole expense: (a) property insurance on a replacement cost basis at minimum limits based on the total value of your assets (all risk coverage); (b) general liability insurance (including coverage for personal injury, products and contractual liability); (c) automobile liability insurance (including owned automobiles, titled or leased in your name and the name of your owners and used at any time, whether principally or occasionally in the business, hired and non-owned coverage); and (d) worker's compensation insurance (in your name) as required by law. If no worker's compensation law exists, then you must participate in comparable insurance we require. If you or your owners do not use a vehicle owned or leased in your name or the name of any of your owners in the business, you must provide written evidence, satisfactory to us. We require you to have minimum limits of \$1,500,000 per occurrence for general liability insurance and for automobile liability insurance. If your state recognizes and permits self-insurer programs, your participation in a program will satisfy our requirements under Section 15.7(d) of the Franchise Agreement. If deductible plans are approved and used in your state, you may purchase this coverage subject to the requirements of your insurance carrier. An insurance carrier rated B⁺ or better by Alfred M. Best & Company, Inc. or meeting such other criteria we may establish from time to time must issue all insurance policies, except workers' compensation insurance. All liability insurance policies must name us and any subsidiaries and affiliates that we

designate, as additional insureds and provide us with 30 days prior written notice of termination, expiration, cancellation or modification of any policy. The terms and conditions of all such policies, including the amount of any deductibles, will be consistent with the requirements prescribed from time to time by us. We may also reasonably increase the minimum liability "limit" protection requirement annually and modify the insurance requirements. You must provide us annually with satisfactory evidence of the renewal or extension of each insurance policy or any modifications to any insurance policy that must describe the applicable deductibles for each policy.

If you fail to carry any insurance coverage we require or to furnish satisfactory evidence of the insurance, we or our designee may obtain insurance coverage for you and you must promptly sign any documents required and pay to us on demand amounts we incur. Your obligation to maintain the required insurance is not limited by insurance we maintain. Your failure to carry required insurance at our specified limits could result in default.

Depending on whether you purchase certain products from us or our affiliates, we could provide you with approximately 90% of your total purchases in establishing your Store and generally between 25%-40% of your total ongoing operating expenses for your Store. Total operating expenses include all of your ongoing expenses in operating a Store, including rent and labor. In the fiscal year that ended January 3, 2021, DPD's revenue from the sale of these items to all franchisees was \$2.2 billion or 54.3% of DPL's total revenues of \$4.1 billion. In the fiscal year that ended January 3, 2021, DPL also collected revenue of \$87.8 million for online ordering fees, technology fees, credit card fees, help desk fees, and other miscellaneous fees and expenses from franchisees representing 2.1% of DPL's total revenues of \$4.1 billion.

There are no approved suppliers in which any of our officers has an ownership interest.

Item 9: Franchisee's Obligations

ITEM 9 TABLE:

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.

Unless otherwise noted, the Standard Franchise Agreement and Non-Traditional Franchise Agreement are referred to as the “Franchise Agreement”. Section references are the same in each one of these agreements.

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Section 7.4 of the Franchise Agreement, and Section 5 of the Development Agreement	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 8.1, 8.2 and 15.9 of the Franchise Agreement	Items 6, 7, 8 and 11
(c) Site development and other pre-opening requirements	Section 8 of the Franchise Agreement and Section 4 of the Development Agreement	Items 6, 7 and 11
(d) Initial and ongoing training	Sections 10 and 15.9 of the Franchise Agreement and Section 4 of the License Agreement	Items 6, 7 and 11
(e) Opening	Section 8.3 of the Franchise Agreement	Item 11
(f) Fees	Sections 5, 6 and 15.9 of the Franchise Agreement, Section 8 of the Development Agreement and Section 6 of the License Agreement	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/Operations Manual	Section 15 of the Franchise Agreement and Section 7 of the License Agreement	Item 11
(h) Trademarks and proprietary information	Sections 16 and 20.5 of the Franchise Agreement, Section 10 of Development Agreement and Section 10 of the License Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Sections 12.1, 12.2 and 15.9 of the Franchise Agreement and Section 1 of the License Agreement	Items 8, 11 and 16
(j) Warranty and customer service requirements	Sections 12.2 and 15.1 of the Franchise Agreement and Section 7 of the License Agreement	Item 8

Obligation	Section in Agreement	Disclosure Document Item
(k) Territorial development and sales quotas	Sections 2.1 and 4 of the Franchise Agreement and 4 of the Development Agreement	Item 12
(l) On-going product/service purchases	Sections 12 and 15.9 of the Franchise Agreement and Section 5 of the License Agreement	Items 8 and 11
(m) Maintenance, appearance and remodeling requirements	Sections 9 and 15.9 of the Franchise Agreement and Section 7 of the License Agreement	Items 8 and 11
(n) Insurance	Section 15.7 of the Franchise Agreement and Section 13 of the License Agreement	Items 7 and 8
(o) Advertising	Section 13 of the Franchise Agreement	Items 6, 7 and 11
(p) Indemnification	Sections 16.3 and 22.3 of the Franchise Agreement and Section 13.D of the License Agreement	Item 6
(q) Owner's participation/management/staffing	Section 15.6 of the Franchise Agreement and Section 7 of Development Agreement	Items 11 and 15
(r) Records/reports/audits	Section 14 of the Franchise Agreement and Section 7 of the License Agreement	Item 11
(s) Inspections	Section 17 of the Franchise Agreement	Item 6
(t) Transfer	Section 21 of the Franchise Agreement, Section 13 of Development Agreement and Section 9 of the License Agreement	Item 17
(u) Renewal	Section 3 of the Franchise Agreement	Item 17
(v) Post-termination obligations	Section 18.3 of the Franchise Agreement and Section 12 of the License Agreement	Item 17
(w) Non-competition covenants	Section 20 of the Franchise Agreement	Item 17
(x) Dispute resolution	Section 22 of the Franchise Agreement	Item 17

Item 10: Financing

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

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

As noted in Item 1, we have entered into a servicing agreement with DPL for the provision of support and services to franchisees. We remain, however, responsible for all of the support and services required under the various agreements described below.

Development Agreement

Except as listed below, we need not provide any assistance to you under the Development Agreement.

Before you open your business we will:

- (1) Grant you the right to open a limited number of Stores within a development area. (Development Agreement – Section 1 and Section 4);
- (2) Not unreasonably withhold approval of a site that meets our requirements. (Development Agreement – Section 5); and
- (3) Deliver the Franchise Agreement to you. (Development Agreement – Section 6) However, our approval of a location depends on whether we determine that:
 - (a) you and your owners have the financial capacity and necessary skills and experience to develop and operate the Store based upon criteria established by us from time to time;
 - (b) the site proposed is within the Development Area and suitable site for a Domino's Pizza Store based upon criteria established by us from time to time;
 - (c) you and your owners comply with your Development Agreement and all other Domino's Pizza Franchise Agreements. (Development Agreement - Section 5); and
 - (d) you and your owners have furnished all information we may reasonably require in evaluating your application.

Franchise Agreement

Except as listed below, we need not provide any assistance to you under the Franchise Agreement.

Before you open the Store, we will:

- (1) Approve the lease or other document for occupancy of the premises. (Standard Franchise Agreement - Section 7.4; Non-Traditional Store Franchise Agreement - Section 7.4)
- (2) Provide you with standards for authorized food and beverage preparation, storage and display equipment, motor vehicles, other equipment, fixtures, furniture, signs and decorating required. (Franchise Agreement – Section 8.2);
- (3) Offer certain training programs which you must enroll in and complete before operating the Store. (Franchise Agreement – Section 10.1); and
- (4) Provide you with reasonable operating assistance and provide general guidance. (Franchise Agreement – Section 11.1).

During your operation of the Store, we will:

- (1) Provide you with information on operating the Store. Operating assistance will include:
 - (a) methods of authorized food and beverage preparation, packaging and sale; and
 - (b) administrative, accounting, inventory control and general operating procedures. (Franchise Agreement – Section 11.1);
- (2) Advise you of operating problems from your reports or our inspections. (Franchise Agreement – Section 11.2);
- (3) From time to time formulate, develop, produce and conduct advertising and promotional programs in the form and media as we determine to be most effective as described below. (Franchise Agreement – Section 13.1);
- (4) Offer you guidance on prices for the products and services that in our judgment constitute good business practice. (Franchise Agreement – Section 15.3);
- (5) Offer certain additional training programs which we may require you to attend as more fully described below. (Franchise Agreement – Section 10.3);

- (6) Not unreasonably withhold approval to a proposed transfer if all requirements are met. (Franchise Agreement – Section 21.4); and
- (7) Loan to you 1 or more manual or electronic copies of an operating manual or operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules and information about your other obligations under the Franchise Agreement and the operation of the Store (the "Operating Manual"). (Franchise Agreement – Section 15.4). Exhibit O contains a copy of the table of contents of the Operating Manual as of January 2021..

Advertising and Promotion

We have the authority to determine the composition of all geographic territories and market areas for the advertising and promotion programs. All formulation, development and production costs of advertising and promotion (including the proportionate compensation of our employees for advertising functions) are paid from a separate fund administered by the DNAF.

Item 6 describes your Advertising Fund contribution. Your contribution will depend on the Standard Franchise Agreement or Non-Traditional Store Franchise Agreement. The advertising fee for a Domino's Pizza Traditional Store is currently 4% of Royalty Sales of the Store. You must pay up to 4% of the weekly Royalty Sales as an advertising contribution if you operate a Domino's Pizza Non-Traditional Store to an advertising fund. A Domino's Non-Traditional Store does not contribute to regional or local cooperatives. It is therefore not affected by any advertising fund roll-up. All Stores owned by DPL contribute to the advertising and promotions programs on at least the same basis as the majority of domestic franchisees in the Domino's Pizza System. Vendors and suppliers may contribute to the Advertising Fund. If you request, we will provide you with an annual statement of monies collected and costs incurred by the Advertising Fund. We or our affiliates may hire advertising source(s) with money from the Advertising Fund to develop, produce and conduct the advertising and promotion programs.

The Advertising Fund is intended to maximize recognition of the Marks and patronage of the Stores. We do not have to ensure that Advertising Fund expenditures are proportionate or equivalent to your contributions for the market area of the Store or that the Store will benefit directly or in proportion from the advertising.

During the fiscal year that ended January 3, 2021, the Advertising Fund spent a total of \$455,364,572. 5.7% was spent on production; 86.6% was spent on media placement; 3.3% was spent on administrative expenses; and 4.5% was spent on other items (research, talent, public relations and brand promotions). The Advertising Fund did not spend money to solicit new franchisees. The Advertising Fund may place advertising in any media. The coverage is typically national in nature. Advertising is developed by our in-house marketing department and national advertising agencies and other advertising partners.

We or our affiliates may also spend or advance our own funds for promotional materials and the conduct of advertising programs for the benefit of the Domino's System.

The Domino's Marketing Advisory Council ("DMAC") provides advice on marketing and advertising programs. The DMAC whose membership is currently selected by DPL on behalf of the Domino's System, currently has 8 franchisees and 2 corporate representatives as members. Franchisee members are Domino's Pizza Franchisees representing diverse geographic areas that satisfy the criteria listed below: (1) Average Operations Evaluation Report score at the time of selection of 3.0 or greater; (2) active participant in, or president of, at least one local cooperative; and (3) Franchisee for a minimum of five (5) years. We (or DPL on behalf of the Domino's System) may change or dissolve the DMAC at any time.

We may require you to participate in local and regional advertising cooperatives for advertising and promotional programs administered by us or by other franchisees of the System. In addition to the national advertising contribution (Standard Franchise Agreement – Section 13.1; Non-Traditional Store Franchise Agreement –Section 13.1), you must pay any contributions that we require to these local or regional cooperatives or that may be otherwise approved by these cooperatives. Your contributions to these local or regional cooperatives, as described below, is calculated by multiplying the percentage outlined in your Franchise Agreement and/or Supplemental Contribution Agreement by the Royalty Sales of your Store (e.g., 8,000 (weekly Royalty Sales) x 2% = \$160).

The advertising contributions you must make to the local or regional cooperatives under the Traditional Store Standard Franchise Agreement (Section 13.2); and the Non-Traditional Store Franchise Agreement (Section 13.2) established for Domino's Pizza Stores are as follows: if 65% or more of the Stores in the cooperative agree or are contractually obligated to contribute a specified percentage of the Royalty Sales, then you must make the same percentage contribution to the cooperative, although we can still require that you contribute no less than 2% of your Royalty Sales to the cooperative. If the Stores have not agreed upon a percentage of Royalty Sales to contribute to the cooperative, you must contribute an amount we specify up to and including 2% of the Royalty Sales of your Store. The maximum amount we can require that you contribute for advertising fund contributions and local and regional advertising expenditures will be 9% of the weekly Royalty Sales of your Store. Your obligations to contribute to your cooperative under the Franchise Agreement will not affect your obligations to contribute a greater percentage of the Royalty Sales of the Store under any separate agreement or understanding you have with any local or regional advertising or promotional cooperative.

We or our affiliates may hire advertising source(s) to develop, produce and conduct the advertising and promotion programs for the cooperatives with the cooperative advertising budget or contributions you made. (Standard Franchise Agreement – Section 13.2; Non-Traditional Store Franchise Agreement - Section 13.2).

The geographic area for these local and regional advertising cooperatives is defined according to the Nielsen designated marketing areas ("DMA"). The county location of the Store will determine the DMA.

Each cooperative is governed by the Co-op By-laws. A copy of the Co-op By-Laws are given to each new franchisee when they sign their franchise agreement. Before signing the

Franchise Agreement, organizational documents may be available to you from the local or regional cooperative. DMAC will be informed of any changes to the Co-op By-laws, and the amended Co-op By-Laws are mailed or made available upon request to all franchisees. We or our affiliates may from time to time, change, dissolve or merge any cooperatives. Members of a Co-op may administer the Co-op or delegate administration to a board of directors.

An independent certified public accountant annually audits the Advertising Fund and cooperatives funds (*i.e.*, one combined audit for all Funds). The results of the combined audit are sent to the DNAF board members and are available to you upon request.

From time to time in the past, we have applied, collected or retained a portion of the contributions or payments made by franchisees under Section 13.2 of the Franchise Agreement for expenditure by the Advertising Fund with the consent of the regional cooperatives (“Roll-Up”). Beginning in May 2009, we began asking all existing and new domestic franchisees to amend Section 13 (“Advertising and Promotion”) of their Franchise Agreement (the “2010 Amendment”) to authorize us to apply, collect or retain all or part of up to 2% of the Royalty Sales they are required to contribute under Section 13.2 of the Franchise Agreement starting in 2010 for expenditure by the Advertising Fund (“Roll-Up”). Under the 2010 Amendment, which was approved by franchisees, the obligations of franchisees to contribute to the Advertising Fund was reduced to 3½%. The terms of the 2010 Amendment were incorporated into Section 13 of the Franchise Agreement in April 2012. In the fourth quarter of 2012 and the first quarter of 2013, we entered into amendments to the 2010 Amendment and the Franchise Agreements containing the terms of the 2010 Amendment where franchisees agreed to pay 4% of Royalty Sales to the Advertising Fund notwithstanding the existence of a Roll-Up. However, we agreed that, if total cumulative same store sales changes were not positive over 2013 and 2014, a franchisee who signed the 2010 Amendment or the Franchise Agreement incorporating the terms of the 2010 Amendment could ask for a vote of franchisees who signed the 2010 Amendment and Franchise Agreement containing the terms of the 2010 Amendment to reinstate the reduced contribution to the Advertising Fund as set forth in their 2010 Amendment and Franchise Agreement. The procedures for calling for a vote and for reinstatement of the reduced rate are the same as the procedures set forth below for suspension of a Roll-Up. Franchisees who sign Franchise Agreements in 2013 and thereafter are obligated under the terms of the Franchise Agreement to pay 4% of Royalty Sales to the Advertising Fund notwithstanding a vote of the franchisees who signed the 2010 Amendment or have the terms of the Amendment in Section 13 of their Franchise Agreement. All contributions made by the franchisee that are included in the Roll-Up will be construed as if such allocated funds were paid to the cooperative or for local advertising purposes for purposes of determining the amount of the franchisee’s contribution or payments due under Section 13.2.

If we commence a Roll-Up, we may continue the Roll-Up for a period of up to 5 years. Thereafter, we can continue the Roll-Up for additional periods of up to 5 years each unless the consecutive domestic same store sales percentage change reported by Domino’s Pizza, Inc. measured from the Roll-Up commencement date until the last day of the fourth year of any such 5 year Roll-Up period is less than .1%. If the same store sales change is less than .1%, we can, nevertheless, continue a Roll-Up for additional periods of up to 5 years unless (a) during the 1st quarter of the 5th year of any such Roll-Up period, a vote is requested in writing by any franchisee

in good standing (including, but not limited to, any franchisee not then in default) and who is operating under the Amendment or a Franchise Agreement containing the Roll-Up provision, and (b) 65% of Domino's Pizza stores in good standing and operating under the Amendment or a Franchise Agreement containing the Roll-Up provision vote to suspend such Roll-Up (a "Suspension Vote"). If there is a Suspension Vote, then such Roll-Up will be suspended (the "Suspension") at the conclusion of the 5th year of such Roll-Up. Such Suspension will remain in effect until 65% of Domino's Pizza Stores in good standing and operating under the Amendment or a Franchise Agreement containing the Roll-Up provision vote to reinstate our ability to commence a Roll-Up (the "Reinstatement Vote") after which our ability to effectuate a Roll-Up will be as described above until such time that it is suspended under the procedures described above. For purposes of the Suspension Vote and the Reinstatement Vote, all Domino's Pizza Stores in good standing and operating under the Amendment or a Franchise Agreement containing the Roll-Up provision at the time of such vote and all corporate or affiliate owned Domino's Pizza Stores are entitled to vote on the basis of one vote per Store. We commenced a Roll-Up on January 4, 2010, which is currently in effect.

Computer Systems

All Stores located in the United States are required to install and use the current version of Domino's PULSE. "Current version of Domino's PULSE" means the then current version of software as designated by DPL, or the immediately preceding version of Software.

Domino's PULSE includes the following functions:

- Pizza order and tracking
- Pizza/driver/order tracking
- Employee time clock and labor scheduling
- Cash control and audit capability
- Automated key indicator reporting with ability to transmit keys and other data to DPF
- Cost management and reporting
- Customer database
- Password security and control
- Automated commissary ordering
- Caller ID integration
- Capability to interface with a payroll company or a commercial accounting package
- Capable of polling and reporting in a multi-store environment

You must acquire the Domino's PULSE hardware from a vendor approved by us. The Domino's PULSE hardware includes a Domino's PULSE Server, 3 order taking devices, 1 driver dispatch device, 1 make line device, internet device such as a modem, 1 uninterruptible power supply network hub, router and 3 printer devices. The computer hardware is not proprietary to us or our affiliates. At the present time you must purchase the hardware for Domino's PULSE from Getronics. Service for problems with the Domino's PULSE hardware under warranty can be obtained from Getronics. Service for problems not covered by warranty can be obtained through Getronics or an approved third party service provider.

The current cost estimate per store for the hardware and software required, including payments due DPD, is \$15,000 to \$25,000 (other installation and service fees may apply). The current estimated cost per store for required maintenance and support contracts, third party software license fees, and upgrades or updates should not exceed \$6,000.00 annually. This estimated cost covers the annual enhancement fee, system support services, third party license fees and software upgrades and maintenance, including help desk and support. Help Desk services must be acquired from DPL. We reserve the right to offer help desk and support services and to charge a fee to those who use these services.

DPD is the only approved source for the Domino's PULSE software and you must acquire a license from DPD to use that software (Exhibit K). In connection with the Domino's PULSE License Agreement you will also be required to sign a Participation Agreement with Microsoft (Attachment C to Exhibit K) which is a sublicense of certain Microsoft software that is part of Domino's PULSE. You will also be required to subscribe and pay for help desk and support services from us or an approved vendor.

As noted in Item 8, you have an obligation to make additions, substitutions, replacements and modifications to the Brand Technology. You will not, however, be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the Royalty Sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology, not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. This limitation shall not apply to our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology upon execution of the franchise agreement nor shall the provisions of any prior franchise agreement governing the operation of the Store restrict our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology under the terms of the franchise agreement.

We and our affiliates will have access to the computer data and equipment containing the information, records and reports required by the Franchise Agreement. (Franchise Agreement – Sections 9, 14).

As noted in Item 7, we may develop or contract with third parties to develop Additional Order Systems. These may become mandatory at any time during the term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees that may be included as part of the Technology Transaction Fee. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop

any Additional Ordering System we shall be the sole owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Additional Ordering Systems, but excluding hardware or equipment you purchase directly for the purpose of gaining access to the Additional Ordering System. You must also comply with all standards, operations and procedures related to e-mail capabilities of the Store and other electronic communication methods (including high-speed broadband connectivity, high-speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us.

We have developed a Global Positioning System technology platform, including a Driver App, that enables the location-tracking of deliveries electronically. Pursuant to the Global Positioning System Technology Platform Agreement attached as Exhibit S (“Global Positioning System Technology Platform Agreement”) and operating standards, stores must have the approved Domino’s Global Positioning System (“GPS”) and Digital Shoulder Surfing (“DSS”) technology platforms operational and active during store hours and must use the tracking functionality of the Driver App with a minimum percentage of the store’s delivery orders each period as set forth in the current operating standards.

Site Selection

You have the primary responsibility for locating a site. We will approve the location before issuing the franchise agreement for the Store.

We may make a store siting model available to franchisees to use in considering where to locate a Domino’s Pizza store. This is a model for site location which has been developed in conjunction with a third party vendor. The model is only a business tool based in part on statistics.

Under the Development Agreement, our approval of a location and the delivery of a Franchise Agreement is conditioned upon our determination that: (i) you have the financial capacity to develop and operate the Store; (ii) the proposed site is within the development area and is suitable based upon our criteria; and (iii) you and your owners comply with the Development Agreement and all Franchise Agreements signed under the Development Agreement.

We estimate that there will be an interval of 1 to 6 months between submitting an application and the opening of the Store, but this interval will depend on the location and condition of the site. You must open the Store for business within 6 months after signing the Franchise Agreement unless we agree otherwise.

Training

Prior to applying for and obtaining our approval for the rights to franchise and operate a Domino’s Pizza store, you or your owners must complete all training required to operate the Store. The type and duration of the training will depend on whether you have at least twelve (12) consecutive months of current management or supervisory experience within the Domino’s Pizza system. All training programs will be held online or at times and places we designate. We may

charge a reasonable training fee of up to \$1,000 for these training programs. You must complete all training to our satisfaction. You must pay for travel, living expenses and any other costs incurred during the training.

Once you have completed at least twelve (12) consecutive months of recent successful management or supervisory experience within the Domino's Pizza system, you will be required to complete the franchise pre-qualification process. If qualified, you will be required to complete all of the required tracks of the Franchise Management School ("FMS") to obtain Qualified Franchisee Candidate status. A complete list of these training programs and the dates and times they are offered is provided by Domino's. The materials for these required training programs generally consist of workbooks, manuals, online courses and facilitator led PowerPoint presentations.

We also may require that you or your owners complete supplemental or additional training programs which we periodically may offer. You must pay for the reasonable costs of these programs, not to exceed \$500 per class, and for the travel and living expenses and any other costs incurred during these programs. You must complete this supplemental or additional training within 1 year of the time in which it is originally offered to you by us.

We will make available the following programs which you will need to successfully complete to qualify to become a franchisee:

Item 11 TABLE

TRAINING PROGRAM

(1) Subject	(2) Hours of Online/Classroom Training	(3) Hours of On-the-Job Training*	(4) Location
Franchise Management School (FMS) - Admissions	Approximately 45-75 hours	Approximately 1-5	In candidate's market
Franchise Management School (FMS) – Undergrad Class	Approximately 8 hours per day for 3 days	0	Ann Arbor, Michigan
Franchise Management School (FMS) – Pre-Grad School	Approximately 45-75 hours	0	In candidate's market
Franchise Management School (FMS) – Grad School	Approximately 8 hours per day for 2 days	0	Ann Arbor, Michigan

* Estimated hours of on-the-job training is based on the Team Member dividing his/her time between training and working.

Currently, we grant single store franchises only to applicants who have recently been a successful manager or supervisor of a Store for at least 12 months. The applicant also must have completed certain classes we require as set forth in the chart above. You must complete all training programs and classes to our satisfaction. Some training may be provided by the store manager or franchisee for whom you worked prior to the time you applied for a franchise. We may from time to time accelerate or modify the basic eligibility and training requirements at our discretion based on your operational experience and business acumen. We require that the Controlling Person own 51% or more of the pizza venture. There are also minimum net worth and liquidity requirements depending on the number of Stores to be developed or purchased. The Controlling Person of a Domino's Pizza franchise may not have financial or operational involvement in another business outside of their Domino's Pizza business, without our prior written approval which may be withheld in our sole judgment. There are additional factors that will be considered while reviewing a franchise application.

Franchisees are responsible for training all of their managers and team members.

Once all of the required training has been completed to our satisfaction, the franchise candidate will have 1 year to acquire a franchise otherwise they could be required to attend some or all of the programs as deemed necessary by us, at our sole discretion.

License Agreement

Except as listed below, we need not provide any assistance to you under the License Agreement.

Before you start to sell products under the License Agreement at the Facility we will:

- (1) Grant you the right to sell certain Domino's Pizza products at the Facility. (License Agreement - Section 1);
- (2) Advise you of our food preparation procedures and train your employees in these procedures. (License Agreement – Section 4); and
- (3) Provide you with standards for authorized food and beverage preparation, storage and display equipment, other equipment, fixtures, furniture, signs and decorating needs. (License Agreement – Section 7).

During the term of the License Agreement we will:

- (1) Provide assistance and support to assist you in your operations relating to the sale of products under the License Agreement. (License Agreement – Section 3.B).

Item 12: Territory

Development Agreement

We have a program for the development of Domino's Pizza Stores in markets in which we have determined, based on studies, to be appropriate for the development of additional Domino's Pizza Stores. We may sign the Development Agreement with franchisees who are given the opportunity to further develop these markets.

You will not receive an exclusive territory under the Development Agreement. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands we control. You will receive a development area in which to develop the Stores. Neither we nor our affiliates will operate or grant a franchise for a Store other than to you within this development area during the term of the Development Agreement (unless earlier terminated). The development area, which is outlined on a map, and a corresponding written description is attached to the Development Agreement when it is signed. Enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled are excluded from the area granted. You will have the first option to service such facility if you meet the legal and/or venue requirements, subject to our approval. The number of Stores you must open each year under the Development Agreement will be inserted when the Development Agreement is signed and will be based, in part, upon the market potential of the development area but must be for a minimum of 2 Stores. Each Store location must be approved by us.

We may terminate the Development Agreement, including your territorial rights, upon notice to you if (a) you do not meet the Development Requirements described in Section 4 of the Development Agreement; (b) you or your owners do not comply with any other provision of the Development Agreement; (c) any Domino's Pizza Development Agreement or Franchise Agreement with any entity that you or your Controlling Person directly or indirectly, owns in whole or in part, is terminated by us in accordance with its terms; (d) you and your owners fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the Stores required to be opened and operated under this Agreement based upon criteria established by us from time to time; or (e) the Controlling Person of the Developer under the Development Agreement is not at any time the Controlling Person of all approved entities operating Stores in the Development Area.

The termination of your Development Agreement will not alter your territorial protection for the Stores you develop as a franchisee. The Development Agreement does not prohibit us or our affiliates from establishing other franchises or company-owned outlets selling similar products or services under a different trade name or trademark within your development area or from distributing products or services offered at Domino's Pizza Stores through other channels of distribution. Only the mutual written agreement of the parties may alter your development area.

Traditional Store Standard Franchise Agreement

You may operate the Store only at a location approved by us. You will not receive an exclusive territory under our Traditional Store Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will be assigned an area of primary responsibility. The boundaries of the area of primary responsibility will be inserted in the Standard Franchise Agreement when it is signed. The area of primary responsibility will generally be a 1 mile radius around the Store, a 1 mile radius from a street intersection or a written description equivalent to a 1 mile radius, except that in densely populated areas, it generally will be a $\frac{1}{2}$ mile radius. During the term of the Standard Franchise Agreement, neither we nor our affiliates will operate or grant a franchise for a Store whose area of primary responsibility overlaps your area of primary responsibility.

When the Standard Franchise Agreement is signed, we will define the parameters of the delivery and service area in accordance with our policy. You may periodically be assigned boundaries in which the Domino's Pizza Traditional Store may not offer delivery service. We have the right, in our sole discretion, to adjust the size of your delivery and service area to account for changes in market conditions, population changes or other considerations. During approved hours of operation, you must offer delivery to customers within your delivery and service area according to the rules we periodically establish. You are not required to offer delivery in areas which might present a danger to you or any of your employees. However, you will remain solely responsible for investigating and reviewing periodically, but not less than annually, any decisions by you to limit your delivery area for safety reasons, subject to the procedures and standards we may prescribe from time to time, and for obtaining and maintaining information that supports your decisions to limit delivery service. You understand and agree that you may not change the boundaries of your delivery and service area without our prior written consent. When making deliveries, you and your employees must comply with all laws, regulations and rules of the road and due care and caution.

Enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled are excluded from your area of primary responsibility and your delivery and service area, unless otherwise specified by us in writing. You will have the first option to service such facility if you meet the legal and/or venue requirements, subject to our approval.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than 6 months after its closure. In addition, within 10 days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store.

We may require that you relocate the Store upon renewal of the Franchise.

The Standard Franchise Agreement does not prohibit us or our affiliates from establishing other franchises or company-owned outlets selling similar products or services under a different trade name or trademark within your area of primary responsibility or from distributing products or services offered at Domino's Pizza Traditional Stores through other channels of distribution.

Continuation of your area of primary responsibility does not depend on your achieving a certain sales volume or market penetration. Only the mutual written agreement of the parties may alter your area of primary responsibility.

Non-Traditional Store Franchise Agreement

You may operate the Store only at a location approved by us. You will not receive an exclusive territory under our Non-Traditional Store Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If you are opening a Domino's Pizza Non-Traditional Store, your area of primary responsibility will be the premises of the store.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than 6 months after its closure. In addition, within 10 days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store.

We may require that you relocate the Store upon renewal of the Franchise

The Non-Traditional Store Franchise Agreement does not prohibit us or our affiliates from establishing other franchises or company-owned outlets selling similar products or services under a different trade name or trademark within the area of primary responsibility, if any, or from distributing products or services offered at Domino's Pizza Stores through other channels of distribution.

Continuation of the area of primary responsibility, if any, does not depend on your achieving a certain sales volume or market penetration. Only the mutual written agreement of the parties may alter the area of primary responsibility.

License Agreement

You will not receive an exclusive territory under our License Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of

distribution or competitive brands that we control. We will not sell or grant others the right to sell pizza products within the Facility during the term of the License Agreement.

Except as described above, there are no restrictions in the Development Agreement, Traditional Store Franchise Agreement, Non-Traditional Store Franchise Agreement or License Agreement which would prohibit us or our affiliates from soliciting or accepting orders from consumers to make sales inside a franchisee's territory including through other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct sales using our principal trademark or under trademarks different from the one a franchisee will use under these Agreements. There is no provision in any of these Agreements providing for compensation to a franchisee from us or our affiliates for soliciting or accepting orders from inside a franchisee's territory. Franchisees are prohibited from soliciting or offering delivery services to customers outside their delivery service areas, including through alternative channels of distribution such as the Internet, catalog sales, telemarketing, or other direct market. However, they may solicit or accept orders for carry-out services from customers wherever located provided that any solicitation of orders must be completely factual and must conform to the highest standards of ethical advertising and be consistent with the then current image and policies relating to advertising and promotional of the Store. Except as described above, franchisees do not have any options, rights of first refusal or similar rights to acquire additional franchises under the Development Agreement, Traditional Store Franchise Agreement, Non-Traditional Store Franchise Agreement or License Agreement.

Item 13: Trademarks

Under the Development Agreement you do not receive any rights to use the Marks. You receive these rights under the Franchise Agreement and License Agreement.

The primary trademarks and service marks are the "Domino's & Design", "Domino's Pizza", "Domino Design Symbol", "Combination Domino Design" and "Domino's Pizza Logo" and names and associated designs (the "Marks"). Under the Franchise Agreements, and License Agreement, we grant you the non-exclusive right to use the Marks to operate the Store. The Marks are owned by DP IP Holder, a wholly owned subsidiary of DPMI. We are authorized to use and sublicense the use of these Marks under a license agreement with DP IP Holder. (described below). DP IP Holder has registration and ownership of these marks on the Principal Register of the United States Patent and Trademark Office ("USPTO") as follows: "Domino's Pizza", Registration Numbers 1,166,751; 1,519,402; and 1,249,196, Registration Dates (August 25, 1981); (January 3, 1989); and (August 23, 1983); "Domino Design Symbol", Registration Numbers 1,529,014; 1,192,280; and 1,296,677, Registration Dates (March 7, 1989); (March 16, 1982); and (September 18, 1984); and "Domino's Game Piece Logo", Registration Number 4,389,262 (August 20, 2013); "Domino's Game Piece Logo", Registration Number 4,354,128 (June 18, 2013); and "Domino's", Registration Number 2,736,837 (July 15, 2003), "Domino's and Design", Registration Number 4,692,802 (February 24, 2015), "Domino's Pizza & Design", Registration Number 4,692,803 (February 24, 2015), "Domino's & Design", Registration Number 4,692,804 (February 24, 2015). These are the primary trademarks and service marks but other related

trademarks and service marks which have been registered are described in the Operating Manuals. All required affidavits and renewal applications have been filed.

Your right to use the Marks is non-exclusive, and we and our affiliates have the right, among others: (a) to use the Marks to sell products and services; (b) to grant others licenses for the Marks; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you; and (d) to regulate the use of the Marks in any form of electronic media including web sites or web pages or as a domain name or electronic media identifier.

Your usage of the Marks and any goodwill you establish is to our and our affiliates exclusive benefit and you retain no right in the Marks when the Franchise Agreement terminates or expires. You must follow our rules when you use the Marks. You may not use the Marks as a part of any corporate or trade name or with any name or symbol you use to operate your Store, nor may you use any trade name, trademark, service mark, emblem or logo other than the Marks we periodically designate.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Marks. There are no other agreements currently in effect which significantly limit our right to use or license the use of the Marks that are material to the franchise. We do not actually know of either superior prior rights or infringing uses that could materially affect a franchisee's use of the principal marks in any state.

As part of the Securitization Transaction, the Marks were assigned to DP IP Holder. On the same date, a license agreement between DP IP Holder and DPF was entered into giving DPF the right and license to use and sublicense the use of the Marks. The term of the license agreement is 99 years. DP IP Holder has certain enforcement rights in the event we default under the license agreement, including the right to terminate the license agreement if we fail to cure a default within the time period specified in the license agreement. However, these enforcement rights will not affect your right to operate your Domino's Pizza Store under the Marks or use the Marks under the terms of the Franchise Agreement.

You must immediately notify us of any use by others of names or marks which are the same or confusingly similar to any Marks. We will indemnify you against and reimburse you for all damages you are held liable for in any proceeding from your authorized use of any Mark and for all costs reasonably incurred defending any claim against you or in any proceeding you are named as a party, if you have timely notified us, you have given us sole control of the defense and settlement of any claim, and you have otherwise complied with the Franchise Agreement.

We may require you to modify or discontinue use of any Mark or use one or more additional or substitute Marks in the event a dispute arises over our right to the use of any Mark. If we do, our sole obligation will be to reimburse you for your tangible costs of complying with these requirements.

Item 14: Patents, Copyrights and Proprietary Information

Under the Development Agreement, you do not have the right to use any patents or copyrights. Under the Franchise Agreement and License Agreement, you will have the right to use certain equipment and processes which are described below.

DPI IP Holder has obtained registration of, or has applied for registration of, the following patents: Kit to Store A Plurality of Food Items At a Food Preparation Station and Plastic Insulating Panel for use Therein, PN 6,513,671, Registered February 4, 2003; Dischargeable Storage Device for Distributing Food over a Surface, PN 6,755,122, Registered June 29, 2004; Dischargeable Storage Device for Distributing Food over Surface, PN 7,127,984, Registered October 31, 2006; Vehicle, PN D743,302, Registered: November 17, 2015; Vehicle Door, PN D743,311, Registered: November 17, 2015; Inter-Lockable Containers, PN 9,522,761, Registered: December 20, 2016; Stackable Containers with Interlocking Features, PN 9,010,621, Registered: April 21, 2015; Vehicle Advertising Sign, PN D754,250, Registered: April 19, 2016; Storage Module, PN 9,387,786, Registered: July 12, 2016; Vehicle with Upwardly Mobile Door, PN 9,452,703, Registered: September 27, 2016; Pizza Order Display Panel with Transitional Graphical User Interface, PN D907,657, Registered: January 12, 2021; Method and System for Centralized Order Status Tracking in a Decentralized Ordering System (Pizza Tracker), PN 10,262,281, Registered: April 16, 2019; Food Assembly Line, PN 10,136,742, Registered: November 27, 2018.

In addition, we and/or our affiliates claim copyright protection in the Operating Manuals, Training Manuals, videotapes and related materials, certain proprietary software, middleware and advertising and promotional materials although these items may or may not be registered with the United States Registrar of Copyrights. The materials are considered proprietary and confidential. You may only use these materials according to our rules, regulations and guidelines. We have obtained a license to use the patent and various materials under the license agreement described above.

There currently are no effective determinations of the United States Patent and Trademark Office, the United States Copyright Office or any court regarding any of the patented or copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the patented or copyrighted materials. There are no infringing uses actually known to us which could materially affect your use of the patented or copyrighted materials in any state. We are not required by any agreement to protect or defend patents or copyrights.

The dough, sauce and cheese used in Domino's Pizza Stores are proprietary and we may restrict the sources of supply of these products. Information, knowledge, or know-how, including drawings, materials, equipment, marketing, recipes, and other data, that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement. We will disclose to you certain confidential or proprietary information and trade secrets. You must not make an unauthorized use of our confidential or proprietary information or trade secrets and must take steps to prevent its disclosure to others.

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

If you are a franchisee developing stores under a Development Agreement, you must devote your full time (excepting reasonable vacation periods) to the management and/or supervision of Stores in your development area and make a total commitment to the Domino's Pizza system. If you are an approved entity, the Controlling Person must devote his/her full time (excepting reasonable vacation periods) to the management and/or supervision of Stores within the development area. During the term of the Development Agreement, the Controlling Person may not have financial or operational involvement in another business outside of the Domino's Pizza System, without our written approval which may be withheld in our sole judgment.

The Store must always be under the on-premises supervision of you or the Controlling Person. You or the Controlling Person must devote his/her full time as manager of the Store or to the management of other Stores (or other related activities we approved). You must commit yourself fully to the Store(s) and no other businesses. During the term of the Franchise Agreement, the Controlling Person may not have financial or operational involvement in another business outside of the Domino's Pizza System, without our written approval which may be withheld in our sole judgment. If you own more than one Store, each Store must also be under the on-premises supervision of a properly trained manager whose identity has been disclosed to us, and who has signed an agreement not to divulge any trade secret or confidential or proprietary information, or to engage in or have any interest in any other carry-out or delivery pizza store business.

If you are a corporation, partnership or limited liability company, the Controlling Person must personally guarantee the obligations under the Franchise Agreement or Development Agreement, agree to be personally bound by, and personally liable for every breach of, the Franchise Agreement or Development Agreement, agree to be bound by the confidentiality, non-disclosure and non-competition provisions of the Franchise Agreement and agree to certain restrictions on his/her ownership interests. Every other shareholder, member or partner must personally guarantee the obligations under the Franchise Agreement or Development based upon his/her ownership interest in the franchise and must agree to be bound by each provision of the Franchise Agreement or Development Agreement including the confidentiality, non-disclosure and non-competition provisions.

Item 16: Restrictions on What the Franchisee May Sell

You must offer for sale all products we require and make all menu items available for carry-out and delivery from the Store. You may not offer for sale any products that we have not approved (See Items 8 and 9). We can periodically change the types of authorized products.

We may periodically adjust the boundaries in which your Store offers delivery service to reflect changing market conditions, population changes and other relevant considerations. If we revise these boundaries, you must adjust the size of your delivery service area. During the approved hours of operation, you must offer delivery from your Store to customers within your delivery service area, following the rules we periodically establish. We may permit you to offer

delivery services from your Non-Traditional Store. Except as noted in this paragraph, you may serve any customer provided you do so from the Store under our standards. (See Item 12)

Under the License Agreement, you must offer all products we require. You may only offer products for carry-out only. You may not offer for sale any products that we have not approved. We can periodically change the types of authorized products. You may not offer or sell products outside of the Facility.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

ITEM 17 TABLE:

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 2.2	10 years for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement
b. Renewal or extension of the term	Section 3.1	10 year renewal if you meet certain requirements for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement. You are required to sign our then current form of franchise agreement which may contain other terms materially different from the terms of your original franchise agreement.

Provision	Section in Franchise or Other Agreement	Summary
c. Requirements for you to renew	Sections 3.1 and 3.2	Written notice, not in material default, substantial compliance as defined in the Franchise Agreement; sign then-current form of Franchise Agreement, execute then-current form of general release (see Exhibit L for our current form of release); maintain possession of Store or secure approved substitute premises; complete refurbishing or, if we determine, relocate premises and develop the new premises in accordance with then-current standards for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement. You may also be asked to submit an Application for Franchise (Renewal) upon renewal of your franchise (See Exhibit P for our current form). You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by you	Section 18.1	If DPF has materially breached Franchise Agreement and does not cure after 30 day written notice.
e. Termination by us without cause	None	
f. Termination by us with cause	Section 18.2	We can terminate only if you commit and fail to cure one of several violations.

Provision	Section in Franchise or Other Agreement	Summary
g. "Cause" defined-defaults which cannot be cured	Section 18.2 .1	Material misrepresentation or omission in application; do not open Store within 6 months; bankruptcy; assignment for benefit of creditors; abandonment; violation of child labor laws; loss of possession of Store; felony conviction/conduct which in our sole judgment involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude; intentional or negligent under-reporting; intentional unauthorized assignment; violation of restrictive covenants; improper disposal of interest of deceased or permanently disabled person; repeated violations; failure to pay overdue amounts within 10 days if audit reveals understatement of royalties or advertising contributions, asset seizure, public health or safety threat, failing to re-open or relocate store within six (6) months after its closure, violations of anti-terrorism provisions for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement.
h. "Cause" defined-defaults which can be cured	Sections 18.2.2 and 18.2.3	48-hours for failure to obtain or maintain required insurance; 7 days for failure to comply with our rules for any Mark, safety and security, quality of pizza or other authorized food products; 10 days for failure to pay amounts owed; 30 days for all other defaults. We can also require you to cease operations for health and sanitation reasons; you will have 7 days to cure these deficiencies for the Standard Franchise Agreement and the Non-Traditional Store Franchise Agreement.
i. Your obligations on termination/ non-renewal	Section 18.3	Return Operating Manual; stop using and deliver to us Customer Lists; stop using confidential information and Marks; assign phone numbers; pay outstanding amounts; de-identify; make Store accessible for our operation.
j. Assignment of contract by us	Section 21.1	No restriction on our right to assign.

Provision	Section in Franchise or Other Agreement	Summary
k. "Transfer" by you – definition	Section 21.2	Transfer of interest in the Franchise Agreement, Store, assets or you.
l. Our approval of transfer by you	Sections 21.2 and 21.4	We must approve and transferee must satisfy our standards for new franchisees.
m. Conditions for our approval of transfer	Sections 15.9, 21.2 and 21.4	Full compliance, transferee qualifies, transferee is not operating any other pizza store business except other Stores, transferee signs current form of Franchise Agreement, completes training and pays transfer fee. We also require a Rider to Purchase Agreement be signed at the time a Purchase Agreement for the Store or Stores is signed (see Exhibit N attached). At the time of the transfer, by mutual agreement of the parties, we will enter into a mutual termination agreement and customary form of release. Any release will be subject to any prohibitions or limitations imposed by applicable state law.
n. Our right of first refusal to acquire your business	Section 21.8	We can match offer.
o. Our option to purchase your business upon termination or non-renewal	Section 19	Purchase for an amount based on percentage of Royalty Sales during 12 months before termination or expiration. If Store open less than 12 months, the amount will be the documented cost of Store. We may also purchase real property at appraised value.
p. Your death or disability	Section 21.5	Your personal representative must submit to us a proposal meeting the requirements of transfer within 120 days of your death or permanent disability.
q. Non-competition covenants during the term of the franchise	Section 20.1	No involvement in any carry-out or delivery pizza store business anywhere.
r. Non-competition covenants after the franchise is terminated or has expired	Section 20.2	No interest in a competing business for 1 year at the premises of the Store or within 10 miles of the Store.

Provision	Section in Franchise or Other Agreement	Summary
s. Modification of the agreement	Section 22.5	No modifications generally but Operating Manual subject to change.
t. Integration/merger clause	Section 22.4 and 22.5	Only Franchise Agreement is binding provided, nothing in our Franchise Agreement or any other agreement is intended to disclaim representations made to you in our franchise disclosure document. This section is also subject to state law.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	None	
w. Choice of law	Section 22.6	Laws of state where Store is located apply.

Provision	Section in Development Agreement	Summary
a. Term of rights	Section 2	Specified in the Development Agreement.
b. Renewal or extension of the term	None in the Development Agreement	
c. Requirements for you to renew or extend	None in the Development Agreement	Written notice and updated development requirements fulfilled, full compliance and demographics and customer data not sufficiently changed.
d. Termination by you	None	
e. Termination by us without cause	None	
f. Termination by us with cause	Section 9.2 of the Development Agreement	We can terminate only if you commit one of several violations.

Provision	Section in Development Agreement	Summary
g. "Cause" defined-defaults which cannot be cured	Section 9.2 of the Development Agreement	Failure to meet development requirements; failure to otherwise comply with Development Agreement; any Domino's Pizza Franchise Agreement, Area Agreement, Development Agreement with any entity that you or your Controlling Person directly or indirectly, owns in whole or in part is terminated by us in accordance with its terms; you or your owners fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the Stores required to be opened and operated under the Development Agreement based upon criteria established by us from time to time; or the Controlling Person of the Developer under the Development Agreement is not the Controlling Person of all franchises operating Stores in the Development Area.
h. "Cause" defined-defaults which can be cured	None	
i. Your obligations on termination/expiration	None	
j. Assignment of contract by us	Section 12 of the Development Agreement	No restriction on our right to assign.
k. "Transfer" by you – definition	None	
l. Our approval of transfer by you	Section 13 of the Development Agreement	You or your owners may not assign.
m. Conditions for our approval of transfer	Section 13 of the Development Agreement	See above.

Provision	Section in Development Agreement	Summary
n. Our right of first refusal to acquire your business	None	
o. Our option to purchase your business	None	
p. Your death or disability	None	
q. Non-competition covenants during the term	Section 11 of the Development Agreement	No other business activity during the term of the Development Agreement without our consent.
r. Non-competition covenants after the franchise is terminated	None	
s. Modification of the agreement	None	
t. Integration/merger clause	Section 14 of the Development Agreement	Development Agreement is binding, provided nothing in the Development Agreement or any other agreement is intended to disclaim representation made to you in our franchise disclosure document. This section is also subject to state law.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	None	
w. Choice of law	Section 16 of the Development Agreement	Laws of state where the Development Area is predominantly located apply.

Provision	Section in License Agreement	Summary
a. Term of license	Section 2	Varies
b. Renewal or extension of the term	None	

c.	Requirements for you to renew or extend	None	
d.	Termination by you	Section 12.A	If Domino's has materially breached License Agreement and does not cure after 30 day written notice.
e.	Termination by us without cause	None	
f.	Termination by us with cause	Section 12.B	We can terminate only if you commit and fail to cure one of several violations.
g.	"Cause" defined-defaults which cannot be cured	Section 12.B	Material misrepresentation in obtaining this License; does not commence operations within 30 days from the date set out in Section 1B; bankruptcy; assignment for benefit of creditors; abandonment or fails to continuously and actively sell all authorized products; intentional or negligent under-reporting; felony conviction; fails to pay applicable licensee fee and interest due within ten (10) days after receipt of a final audit report; repeated violations; violations of anti-terrorism provisions
h.	"Cause" defined-defaults which can be cured	Section 12.B	48 hours for failure to obtain or maintain insurance; 7 days for failure to conduct its operations in compliance with Federal, state and local ordinances, regulations and directives from governmental authorities and 24 hours if it concerns a health issue; 7 days for failure to comply with our rules for any Mark, quality of pizza or other authorized food products or cleanliness or sanitation of the facility; 10 days for failure to pay amounts due; 30 days for all other defaults.
i.	Your obligations on termination/ non-renewal	Section 13	Return confidential materials; pay outstanding amounts due; de-identify the facility as being associated with Domino's Pizza; stop using confidential information and Marks; assign phone numbers.
j.	Assignment of contract by us	Section 10	No restriction on our right to assign.

k.	"Transfer" by you – definition	Section 10	Unless transfer is to any wholly-owned subsidiary, transfer of interest in License Agreement requires our approval.
l.	Our approval of transfer by you	Section 10	We must approve transfer.
m.	Conditions for our approval of transfer	None	
n.	Our right of first refusal to acquire your business	None	
o.	Our option to purchase your business	None	
p.	Your death or disability	None	
q.	Non-competition covenants during the term	None	
r.	Non-competition covenants after the franchise is terminated or has expired	Section 2.B	If Licensee seeks to enter into a similar arrangement with any company for the sale of pizza, or related products at the Facilities within one hundred eighty (180) days after the end of the Term, Licensee shall deliver notice of this intention to Domino's and Domino's shall, for a period fifteen (15) days from the date of receipt of the notice, have the right, exercisable by delivery of written notice to Licensee, to enter into such arrangement with Licensee on the same terms and conditions as negotiated by Licensee, subject to acceptance by Facilities management.
s.	Modification of the agreement	None	
t.	Integration/merger clause	None	
u.	Dispute resolution by arbitration or mediation	None	
v.	Choice of forum	None	

w. Choice of law	Section 16.A	The law of the state where the Facility is located.
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Item 18: Public Figures

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

Item 19: Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provided 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 performance at a particular location or under particular circumstances.

Set forth below is information concerning the average weekly unit sales and other financial data of Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores in the Continental United States for the years noted. You should take this information into consideration only if you are acquiring a franchise for a Store now located or to be located in the Continental United States.

AVERAGE WEEKLY UNIT SALES AND OTHER FINANCIAL DATA OF STORES

AWUS

The AWUS of franchised and company-owned Stores for the past 5 calendar years is set forth below. These Stores include Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores. AWUS means the average weekly unit sales (i.e., average weekly Royalty Sales). AWUS is calculated by dividing the total Royalty Sales reported by all Stores operating during the year by the number of weeks reported.

AWUS

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Franchised	\$17,633	\$19,370	\$20,722	\$22,045	\$22,648
Company-Owned	\$19,964	\$22,050	\$23,984	\$25,314	\$24,760
Combined	\$17,633	\$19,566	\$20,958	\$22,270	\$22,773

MEDIAN WEEKLY UNIT SALES

		<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Franchised		\$16,174	\$17,744	\$19,088	\$20,485	\$21,140
Company-Owned		\$18,666	\$20,416	\$22,271	\$23,428	\$23,471
Combined		\$16,329	\$17,996	\$19,404	\$20,739	\$21,305

STORE COUNTS
(YEAR-END)

		<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Franchised		4,816	4,979	5,195	5,486	5,784
Company-Owned		384	392	392	390	342
Combined		5,200	5,371	5,587	5,876	6,126

NUMBER AND PERCENTAGE OF STORES IN OPERATION
AT YEAR-END WHICH ACHIEVED OR EXCEEDED AWUS
FOR THE YEAR

		<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Franchised		1,962	2,069	2,199	2,330	2,467
Company-Owned		149	162	157	154	156
Combined		2,125	2,240	2,348	2,481	2,626

		<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Franchised		41%	42%	42%	42%	43%
Company-Owned		39%	41%	40%	39%	46%
Combined		41%	42%	42%	42%	43%

The Store counts include all Stores open at year end, including those opened during the year. The AWUS for Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores for 2019 was \$22,773. For the year 2019, the AWUS for Traditional Domino's Pizza Stores was \$22,820 and Non-Traditional Domino's Pizza Stores was \$7,753. The Median Weekly Unit Sales for Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores 2019 was \$21,305. The Median Weekly Unit Sales for Traditional Domino's Pizza Stores was \$21,338.

and Non-Traditional Domino's Pizza Stores was \$7,132. The average number of households in the delivery areas of these Domino's Pizza Stores with delivery service areas was 14,648, and the average dollar per household was approximately \$1.55.

OTHER FINANCIAL DATA

Set forth below are calculations of EBITDA as a percentage of Royalty Sales and other financial indicators based upon AWUS of <\$10,000, \$10,001 - \$15,000, \$15,001 - \$20,000, \$20,001 - \$25,000 and \$25,000+. These pro forma statements have been derived from profit and loss statements submitted by franchised stores in operation as of the end of calendar year 2019. 300 Stores which did not submit profit and loss statements or whose profit and loss statements were considered incomplete or not properly prepared were excluded from these calculations.

Average Weekly Unit Sales	<\$10,000	\$10,001-\$15,000	\$15,001-\$20,000	\$20,001-\$25,000	\$25,001+
Total Variable Costs	80.4%	77.4%	75.6%	74.8%	74.5%
Total Cash Fixed Costs	22.5%	17.2%	14.8%	13.1%	11.1%
EBITDA	-2.9%	5.4%	9.7%	12.1%	14.4%

5,484 Stores were included in these calculations. 115 stores were included in the <\$10,000 range, and 63, or 55% of these stores achieved or exceeded the - 2.9% EBITDA. 766 stores had AWUS in the \$10,001 to \$15,000, and 390, or 51% of these stores achieved or exceeded the 95.4% EBITDA. 1,297 stores had AWUS in the \$15,001 to \$20,000 range, and 753, or 53% of these stores achieved or exceeded the 10.1% EBITDA. 1,205 stores had AWUS in the \$20,001 to \$25,000 range, and 673, or 52% of these stores achieved or exceeded the 12.1% EBITDA. 1,861 stores had AWUS in the \$25,000+ range, and 978, or 53% of these stores achieved or exceeded the 14.4% EBITDA.

Explanatory Notes:

Average Weekly Unit Sales "AWUS": Total Royalty Sales reported divided by the number of weeks reported.

Total Variable Costs: Includes operating expenses that tend to vary with a change in sales. These expenses include food costs, variable labor cost (excluding manager salary), bonus, payroll taxes, worker's compensation insurance, mileage

reimbursement and related delivery expenses, advertising expenses, royalty expense and operating supplies.

Total Cash Fixed Costs: Includes operating expenses that tend to not vary with a change in sales. These expenses include telephone and utilities, rent, repairs and maintenance, professional fees, small equipment and computer expenses, other taxes (real and personal property taxes and business taxes), insurance (excluding worker's compensation), manager salary, and miscellaneous operating expenses.

EBITDA: Earnings before interest, taxes, depreciation and amortization. EBITDA is calculated as follows: Royalty Sales minus Total Variable Costs minus Total Cash Fixed Costs plus Supply Chain Profit Sharing and Volume Discount rebates.

Individual stores may experience expense variations from the figures specified in each of the categories. Additionally, accounting, operational and management methods employed by a store, different geographic areas of the country, number of households in the delivery service area and menu price variations, among other factors, may significantly affect profitability in any given operation.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Some Stores have achieved these sales or earned these amounts. Your individual results may differ. There is no assurance that you will achieve these sales or earn as much.

We or our affiliates also may furnish supplemental data concerning specific proposed store locations or Delivery Service Areas (“DSA”) that are prepared using a siting model program known as “Domino’s Strategic Integrated Mapping and Modeling System”. We or our affiliates may also furnish supplemental data concerning specific proposed store locations in connection with the proposal by existing Domino’s Pizza franchisees to open an additional store in a DSA in which such franchisee has an existing store (a “Store Split”) or to open one or more additional stores in contiguous DSAs in which such franchisee has existing stores and to redraw the boundaries of the DSAs (“Store Realignment”). If data generated by the Siting Model is furnished to you, you will be provided with a Supplemental Financial Performance Representation explaining the Siting Model in greater detail and the way in which the information differs from the information contained in this disclosure concerning average weekly unit sales and other financial data of Domino’s Pizza stores. Except for the information set forth above and data to substantiate and support the information set forth above, we do not furnish or authorize our salespersons or sales agents to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Domino’s Pizza Traditional Store or Domino’s Non-Traditional Stores. Actual results may vary from store to store, and we cannot estimate the results of any particular franchise.

Item 20: Outlets and Franchisee Information

ITEM 20 TABLE NO. 1
Systemwide Traditional Outlet Summary
For years 2018, 2019, 2020

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
Traditional Franchised	2018	5254	5514	+260
	2019	5514	5815	+301
	2020	5815	6030	+215
Traditional Company-Owned	2018	392	390	-2
	2019	390	342	-48
	2020	342	362	+20
Total Outlets	2018	5646	5904	+258
	2019	5904	6157	+253
	2020	6157	6392	+235

ITEM 20 TABLE NO. 1
Systemwide Non-Traditional Outlet Summary
For years 2018, 2019, 2020

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
Non-Traditional Franchised	2018	25	26	+1
	2019	26	21	-5
	2020	21	19	-2
Non-Traditional Company-Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets	2018	25	26	+1
	2019	26	21	-5
	2020	21	19	-2

ITEM 20 TABLE NO. 1
Systemwide Development Agreement Summary
For years 2018, 2019, 2020

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
Development Agreements	2018	185	235	+50
	2019	235	240	+5
	2020	240	228	-12

ITEM 20 TABLE NO. 2
**Transfers of Traditional Outlets from Franchisees to New Owners (other than the
Franchisor)**
For years 2018, 2019, 2020

(1) State	(2) Year	(3) Number of Transfers
AK	2018	0
	2019	0
	2020	1
AL	2018	14
	2019	1
	2020	23
AZ	2018	0
	2019	0
	2020	16
AR	2018	0
	2019	4
	2020	22
CA	2018	32
	2019	20
	2020	8
CO	2018	8
	2019	4
	2020	0
CT	2018	3
	2019	3
	2020	9
DE	2018	0
	2019	0
	2020	12

(1) State	(2) Year	(3) Number of Transfers
DC	2018	0
	2019	0
	2020	0
FL	2018	9
	2019	14
	2020	21
GA	2018	9
	2019	3
	2020	3
HI	2018	0
	2019	1
	2020	3
ID	2018	1
	2019	5
	2020	2
IL	2018	17
	2019	9
	2020	10
IN	2018	4
	2019	3
	2020	2
IA	2018	0
	2019	0
	2020	0
KS	2018	2
	2019	7
	2020	0
KY	2018	8
	2019	2
	2020	4
LA	2018	1
	2019	5
	2020	0
ME	2018	0
	2019	0
	2020	0
MD	2018	0
	2019	1
	2020	0
MA	2018	9
	2019	10
	2020	14

(1) State	(2) Year	(3) Number of Transfers
MI	2018	4
	2019	7
	2020	11
MN	2018	4
	2019	2
	2020	3
MS	2018	4
	2019	2
	2020	0
MO	2018	3
	2019	3
	2020	10
MT	2018	1
	2019	0
	2020	1
NE	2018	5
	2019	1
	2020	0
NH	2018	0
	2019	0
	2020	4
NV	2018	0
	2019	0
	2020	0
NJ	2018	4
	2019	12
	2020	8
NM	2018	1
	2019	0
	2020	0
NY	2018	1
	2019	23
	2020	1
NC	2018	18
	2019	9
	2020	22
ND	2018	0
	2019	0
	2020	0
OH	2018	10
	2019	5
	2020	17

(1) State	(2) Year	(3) Number of Transfers
OK	2018	4
	2019	0
	2020	0
OR	2018	6
	2019	1
	2020	2
PA	2018	11
	2019	24
	2020	23
RI	2018	3
	2019	0
	2020	0
SC	2018	1
	2019	10
	2020	3
SD	2018	0
	2019	0
	2020	0
TN	2018	2
	2019	4
	2020	18
TX	2018	62
	2019	34
	2020	45
UT	2018	0
	2019	3
	2020	0
VA	2018	15
	2019	4
	2020	2
VT	2018	1
	2019	1
	2020	0
WA	2018	23
	2019	3
	2020	4
WV	2018	0
	2019	2
	2020	0
WI	2018	3
	2019	6
	2020	0

(1) State	(2) Year	(3) Number of Transfers
WY	2018	0
	2019	0
	2020	1
PR	2018	0
	2019	0
	2020	0
U.S.V.I.	2018	0
	2019	0
	2020	0
Totals	2018	303
	2019	248
	2020	325

ITEM 20 TABLE NO. 2
Transfers of Non-Traditional Outlets from Franchisees to New Owners (other than the
Franchisor)
For years 2018, 2019, 2020

(1) State	(2) Year	(3) Number of Transfers
AL	2018	0
	2019	0
	2020	1
CA	2018	0
	2019	1
	2020	0
FL	2018	0
	2019	0
	2020	0
GA	2018	0
	2019	0
	2020	0
LA	2018	0
	2019	1
	2020	0
NC	2018	0
	2019	0
	2020	0

(1) State	(2) Year	(3) Number of Transfers
MS	2018	0
	2019	0
	2020	0
VA	2018	1
	2019	0
	2020	0
Totals	2018	1
	2019	2
	2020	1

ITEM 20 TABLE NO. 2
Transfers of Development Agreements from Franchisees to New Owners (other than the
Franchisor)
For years 2018, 2019, 2020

(1) State	(2) Year	(3) Number of Transfers
Totals	2018	0
	2019	0
	2020	0

ITEM 20 TABLE NO. 3
Status of Traditional Franchised Outlets
For years 2018, 2019, 2020

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
AL	2018	101	3	0	0	0	0	104
	2019	104	11	0	0	0	0	115
	2020	115	7	0	0	0	0	122
AK	2018	9	0	0	0	0	1	8
	2019	8	1	0	0	0	0	9
	2020	9	0	0	0	0	0	9

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
AZ	2018	48	2	0	0	0	0	50
	2019	50	4	0	0	0	0	54
	2020	54	0	0	0	0	0	54
AR	2018	54	5	0	0	0	0	59
	2019	59	3	0	0	0	0	62
	2020	62	4	0	0	0	0	66
CA	2018	527	18	0	0	0	2	543
	2019	543	12	0	0	0	0	555
	2020	555	10	0	0	0	0	565
CO	2018	117	8	0	0	0	0	125
	2019	125	3	0	0	0	0	128
	2020	128	5	1	0	0	0	132
CT	2018	46	2	0	0	0	0	48
	2019	48	3	0	0	0	0	51
	2020	51	2	0	0	0	0	53
DE	2018	22	1	0	0	0	0	23
	2019	23	1	0	0	0	0	24
	2020	24	2	0	0	0	0	26
DC	2018	9	0	0	0	0	0	9
	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
FL	2018	313	12	0	0	0	0	325
	2019	325	23	0	0	3	0	345
	2020	345	23	0	0	0	0	368
GA	2018	192	10	1	0	0	0	201
	2019	201	14	0	0	0	0	215
	2020	215	4	0	0	0	0	219
HI	2018	21	3	0	0	0	1	23
	2019	23	1	0	0	0	0	24
	2020	24	0	1	0	0	1	22
ID	2018	34	5	0	0	0	0	39
	2019	39	1	0	0	0	0	40
	2020	40	4	0	0	0	0	44
IL	2018	180	11	0	0	0	1	190
	2019	190	9	2	0	0	0	197
	2020	197	15	0	0	0	0	212
IN	2018	92	5	0	0	0	0	97
	2019	97	11	0	0	0	0	108
	2020	108	8	0	0	0	0	116

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
IA	2018	36	4	0	0	0	0	40
	2019	40	0	0	0	0	0	40
	2020	40	3	0	0	0	0	43
KS	2018	39	2	0	0	0	0	41
	2019	41	1	0	0	0	0	42
	2020	42	2	0	0	0	0	44
KY	2018	87	2	0	0	0	0	89
	2019	89	4	0	0	0	0	93
	2020	93	2	0	0	0	0	95
LA	2018	102	2	0	0	0	0	104
	2019	104	1	0	0	0	0	105
	2020	105	2	0	0	0	0	107
ME	2018	22	1	0	0	0	0	23
	2019	23	1	0	0	0	0	24
	2020	24	2	0	0	0	0	26
MD	2018	77	2	0	0	0	0	79
	2019	79	4	0	0	0	0	83
	2020	83	2	0	0	0	0	85
MA	2018	127	3	0	0	0	0	130
	2019	130	2	0	0	0	1	131
	2020	131	2	0	0	0	1	132
MI	2018	110	10	0	0	0	0	120
	2019	120	8	1	0	0	0	127
	2020	127	3	2	0	0	0	128
MN	2018	121	5	0	0	0	0	126
	2019	126	2	0	0	0	0	128
	2020	128	5	0	0	0	0	133
MS	2018	67	2	0	0	0	0	69
	2019	69	1	0	0	0	0	70
	2020	70	2	0	0	0	0	72
MO	2018	131	2	0	0	0	0	133
	2019	133	7	0	0	0	0	140
	2020	140	6	0	0	0	0	146
MT	2018	18	2	0	0	0	0	20
	2019	20	1	0	0	0	0	21
	2020	21	1	0	0	0	0	22
NE	2018	23	2	0	0	0	0	25
	2019	25	2	0	0	0	0	27
	2020	27	1	0	0	0	0	28
NV	2018	16	0	0	0	0	0	16
	2019	16	1	0	0	0	0	17
	2020	17	2	0	0	0	0	19

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
NH	2018	20	4	0	0	0	0	24
	2019	24	3	0	0	0	0	27
	2020	27	2	0	0	0	0	29
NJ	2018	149	7	0	0	0	0	156
	2019	156	5	0	0	0	0	161
	2020	161	4	0	0	0	0	165
NM	2018	55	0	0	0	0	0	55
	2019	55	3	0	0	0	0	58
	2020	58	0	0	0	0	0	58
NY	2018	152	10	0	0	0	0	162
	2019	162	66	3	0	0	0	225
	2020	225	4	2	0	0	0	227
NC	2018	249	24	0	0	0	0	273
	2019	273	11	0	1	0	0	283
	2020	283	6	0	0	0	0	289
ND	2018	15	0	0	0	0	0	15
	2019	15	1	0	0	0	0	16
	2020	16	0	0	0	0	0	16
OH	2018	235	14	0	1	0	0	248
	2019	248	8	1	0	0	0	255
	2020	255	5	1	0	0	0	259
OK	2018	60	3	0	0	0	0	63
	2019	63	7	0	0	0	0	70
	2020	70	8	0	0	0	0	78
OR	2018	67	6	0	0	0	2	71
	2019	71	5	0	0	0	0	76
	2020	76	5	0	0	0	0	81
PA	2018	200	10	0	0	0	0	210
	2019	210	20	7	0	0	0	223
	2020	223	12	0	0	0	0	235
RI	2018	24	0	0	0	0	0	24
	2019	24	1	0	0	0	0	25
	2020	25	1	0	0	0	0	26
SC	2018	100	4	0	0	0	0	104
	2019	104	4	1	0	0	0	107
	2020	107	5	0	0	0	0	112

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
SD	2018	17	0	0	0	0	0	17
	2019	17	0	0	0	0	0	17
	2020	17	0	0	0	0	0	17
TN	2018	146	7	0	0	0	0	153
	2019	153	3	0	0	0	0	156
	2020	156	6	0	0	0	0	162
TX	2018	506	31	0	0	0	0	537
	2019	537	33	0	0	0	1	569
	2020	569	31	0	0	0	0	600
UT	2018	23	2	0	0	0	0	25
	2019	25	3	0	0	0	0	28
	2020	28	0	0	0	0	0	28
VT	2018	12	1	0	0	0	0	13
	2019	13	1	0	0	0	0	14
	2020	14	1	0	0	0	0	15
VA	2018	149	8	0	0	0	0	157
	2019	157	5	0	0	0	0	162
	2020	162	7	0	0	0	0	169
WA	2018	135	7	0	0	0	0	142
	2019	142	4	0	0	0	0	146
	2020	146	4	0	0	0	0	150
WV	2018	39	1	0	0	0	0	40
	2019	40	1	0	0	0	0	41
	2020	41	0	0	0	0	0	41
WI	2018	89	7	0	0	0	0	96
	2019	96	6	0	0	0	0	102
	2020	102	4	0	0	0	0	106
WY	2018	21	0	0	0	0	0	21
	2019	21	0	0	0	0	0	21
	2020	21	1	0	0	0	0	22
GUAM	2018	6	0	0	0	0	0	6
	2019	6	1	0	0	0	0	7
	2020	7	0	0	0	0	0	7
PR	2018	41	0	0	0	0	1	40
	2019	40	0	0	0	0	0	40
	2020	40	0	0	0	0	1	39
U.S.V.I.	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	1	2
	2020	2	0	0	0	0	0	2
Totals	2018	5254	270	1	1	0	8	5514
	2019	5514	323	15	1	3	3	5815
	2020	5815	225	7	0	0	3	6030

ITEM 20 TABLE NO. 3
Status of Non-Traditional Franchised Outlets
For years 2018, 2019, 2020

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
AL	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	1	2
AK	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
CA	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
FL	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	1	3
GA	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
HI	2018	2	0	0	0	0	1	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
LA	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
MS	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	1	1
	2020	1	0	0	0	0	0	1
MO	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NM	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
NC	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
SC	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) Outlets at End of the Year
TN	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
VA	2018	2	0	0	0	0	0	2
	2019	2	0	1	0	0	1	0
	2020	0	0	0	0	0	0	0
GUAM	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
PR	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Totals	2018	25	0	0	0	0	1	26
	2019	26	0	1	0	0	4	21
	2020	21	0	0	0	0	2	19

ITEM 20 TABLE NO. 3
Status of Development Agreements (“DA”)
For years 2018, 2019, 2020

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
AL	2018	2	3	1	0	0	0	4
	2019	4	5	1	0	0	0	8
	2020	8	0	0	1	0	0	7
AK	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
AZ	2018	0	1	0	0	0	0	1
	2019	1	2	0	0	0	0	3
	2020	3	2	0	1	0	0	4
AR	2018	9	1	0	1	0	0	9
	2019	9	1	0	4	0	0	6
	2020	6	1	0	0	0	1	6
CA	2018	8	3	0	2	0	0	9
	2019	9	5	0	4	0	0	10
	2020	10	3	1	1	0	0	11

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
CO	2018	6	2	1	1	0	0	6
	2019	6	2	0	1	0	0	7
	2020	7	0	0	0	0	0	7
CT	2018	2	1	0	0	0	0	3
	2019	3	1	1	0	0	0	3
	2020	3	0	1	0	0	0	2
DE	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	1	1	0	0	0	3
FL	2018	5	2	0	1	0	0	6
	2019	6	8	2	2	0	0	10
	2020	10	3	0	1	0	0	12
GA	2018	5	3	1	1	0	0	6
	2019	6	0	0	0	0	0	6
	2020	6	0	0	1	0	0	5
HI	2018	0	2	0	0	0	0	2
	2019	2	0	1	0	0	0	1
	2020	1	0	0	0	0	0	1
IA	2018	3	3	1	1	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	1	0	1	0	0	4
ID	2018	3	0	0	0	0	0	3
	2019	3	1	0	1	0	0	3
	2020	3	1	0	0	0	0	4
IL	2018	9	3	1	4	0	0	7
	2019	7	2	0	2	0	0	7
	2020	7	1	0	2	0	0	7
IN	2018	5	1	0	1	0	0	5
	2019	5	3	0	0	0	0	8
	2020	8	3	0	2	0	0	9
KS	2018	4	0	1	0	0	0	3
	2019	3	1	0	1	0	0	3
	2020	3	2	0	0	0	0	5
KY	2018	1	1	0	0	0	0	2
	2019	2	1	0	0	0	0	3
	2020	3	1	0	1	0	0	3
LA	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
ME	2018	3	0	0	2	0	0	1
	2019	1	1	1	0	0	0	1
	2020	1	0	0	0	0	0	1

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
MD	2018	5	1	0	3	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	0	1	1	0	0	2
MA	2018	2	2	1	0	0	0	3
	2019	3	0	2	0	0	0	1
	2020	1	0	0	0	0	0	1
MI	2018	8	3	0	2	0	0	9
	2019	9	3	0	2	0	0	10
	2020	10	1	0	4	0	0	7
MN	2018	1	4	0	0	0	0	5
	2019	5	1	0	0	0	0	6
	2020	6	1	0	3	0	0	4
MS	2018	2	2	0	0	0	0	4
	2019	4	0	0	2	0	0	2
	2020	2	0	0	0	0	0	2
MO	2018	7	4	2	0	0	0	9
	2019	9	1	1	3	0	0	6
	2020	6	4	1	1	0	0	8
MT	2018	3	0	0	0	0	0	3
	2019	3	1	1	1	0	0	2
	2020	2	2	0	0	0	0	4
NE	2018	2	0	0	0	0	0	2
	2019	2	2	0	1	0	0	3
	2020	3	0	0	0	0	0	3
NV	2018	1	1	0	0	0	0	2
	2019	2	1	0	1	0	0	2
	2020	2	0	0	0	0	0	2
NH	2018	2	0	0	0	0	0	2
	2019	2	1	1	1	0	0	1
	2020	1	0	0	0	0	0	1
NJ	2018	3	2	0	0	0	0	5
	2019	5	2	1	0	0	0	6
	2020	6	0	1	2	0	0	3
NM	2018	1	1	1	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NY	2018	7	1	0	0	0	0	8
	2019	8	2	2	1	0	0	7
	2020	7	0	0	2	0	0	5
NC	2018	8	6	1	1	0	0	12
	2019	12	1	0	2	0	0	11
	2020	11	0	1	4	0	1	5

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
ND	2018	1	0	0	0	0	0	1
	2019	1	2	1	0	0	0	2
	2020	2	0	0	0	0	0	2
OH	2018	5	6	2	0	0	0	9
	2019	9	3	0	1	0	0	11
	2020	11	0	1	2	0	0	8
OK	2018	1	3	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	3	1	0	0	0	6
OR	2018	5	1	0	1	0	0	5
	2019	5	0	0	1	0	0	4
	2020	4	0	0	0	0	0	4
PA	2018	11	5	0	2	0	0	14
	2019	14	4	3	1	0	0	14
	2020	14	0	1	5	0	0	8
RI	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
SC	2018	5	6	1	1	0	0	9
	2019	9	0	0	2	0	0	7
	2020	7	2	0	3	0	1	5
SD	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
TN	2018	5	2	0	1	0	0	6
	2019	6	0	1	2	0	0	3
	2020	3	5	0	0	0	0	8
TX	2018	15	14	2	5	0	0	22
	2019	22	4	2	3	0	0	21
	2020	21	3	2	1	0	0	21
UT	2018	2	1	0	1	0	0	2
	2019	2	1	0	1	0	0	2
	2020	2	0	0	0	0	0	2
VA	2018	3	1	0	0	0	0	4
	2019	4	2	0	1	0	0	5
	2020	5	2	0	0	0	0	6
VT	2018	1	0	0	0	0	0	1
	2019	1	1	1	0	0	0	1
	2020	1	0	0	0	0	0	1

(1) State	(2) Year	(3) DA at Start of Year	(4) New DA Opened	(5) Terminations	(6) Non- Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations Other Reasons	(9) DA at End of the Year
WA	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	2	0	1	0	0	6
WV	2018	1	0	0	0	0	0	1
	2019	1	2	0	0	0	1	2
	2020	2	0	0	1	0	0	1
WI	2018	3	3	0	1	0	0	5
	2019	5	1	0	1	0	0	5
	2020	5	1	0	1	0	0	5
WY	2018	2	0	0	0	0	0	2
	2019	2	1	1	0	0	0	2
	2020	2	0	0	0	0	0	2
Totals	2018	185	98	16	32	0	0	235
	2019	235	71	23	42	0	1	240
	2020	240	45	12	42	0	3	228

ITEM 20 TABLE NO. 4
Status of Company-Owned Outlets
For years 2018, 2019, 2020

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Outlets Reacquired From Franchisee	(6) Outlets Closed	(7) Outlets Sold to Franchisee	(8) Outlets at End of the Year
AZ	2018	61	0	0	0	2	59
	2019	59	1	0	0	1	59
	2020	59	4	0	0	0	63
FL	2018	52	0	0	0	0	52
	2019	52	0	3	0	2	53
	2020	53	0	0	0	0	53
MD	2018	36	0	0	0	0	36
	2019	36	0	0	0	0	36
	2020	36	0	0	0	0	36
NV	2018	29	1	0	0	0	30
	2019	30	4	0	0	0	34
	2020	34	5	0	0	0	39
NY	2018	57	3	0	0	0	60
	2019	60	0	0	1	59	0
	2020	0	0	0	0	0	0

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Outlets Reacquired From Franchisee	(6) Outlets Closed	(7) Outlets Sold to Franchisee	(8) Outlets at End of the Year
NC	2018	12	0	0	0	12	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
TX	2018	60	1	0	0	0	61
	2019	61	3	0	0	0	64
	2020	64	5	0	0	0	69
UT	2018	38	4	0	0	0	42
	2019	42	1	0	0	0	43
	2020	43	5	0	0	0	48
VA	2018	47	3	0	0	0	50
	2019	50	3	0	0	0	53
	2020	53	2	0	1	0	54
Totals	2018	392	12	0	0	14	390
	2019	390	12	3	1	62	342
	2020	342	21	0	1	0	362

ITEM 20 TABLE NO. 5
Projected Openings for the period January 4, 2021 to January 2, 2022.

(1) State	(2) Franchise Agreements Signed But Outlet Not Opened	(3) Projected New Franchised Outlet In The Next Fiscal Year	(4) Projected New Company-Owned Outlet In the Next Fiscal Year
AK	0	2	0
AL	1	7	0
AR	0	2	0
AZ	0	2	0
CA	0	24	0
CO	0	4	0
CT	0	0	0
DE	0	0	0
FL	4	22	6
GA	1	8	0

(1) State	(2) Franchise Agreements Signed But Outlet Not Opened	(3) Projected New Franchised Outlet In The Next Fiscal Year	(4) Projected New Company-Owned Outlet In the Next Fiscal Year
HI	0	2	0
ID	1	4	0
IL	1	12	0
IN	0	12	0
IA	0	4	0
KS	0	3	0
KY	0	3	0
LA	0	1	0
ME	0	1	0
MD	0	4	1
MA	1	5	0
MI	0	10	0
MN	0	4	0
MS	0	2	0
MO	0	7	0
MT	0	3	0
NE	0	3	0
NV	0	1	1
NH	0	2	0
NJ	0	6	0
NM	0	1	0
NY	0	10	0
NC	2	6	0
ND	0	0	0
OH	2	13	0

(1) State	(2) Franchise Agreements Signed But Outlet Not Opened	(3) Projected New Franchised Outlet In The Next Fiscal Year	(4) Projected New Company-Owned Outlet In the Next Fiscal Year
OK	0	3	0
OR	0	6	0
PA	1	7	0
RI	0	0	0
SC	0	4	0
SD	0	1	0
TN	0	9	0
TX	1	31	2
UT	0	2	1
VT	0	2	0
VA	0	6	0
WA	0	5	0
WV	0	0	0
WI	0	5	0
WY	0	1	0
GUAM	0	0	0
Total	15	272	11

As described in Item 1, there are 0 License Agreements for entertainment or similar facilities as of the end of the fiscal year that ended January 3, 2021.

A list of the names of all Domino's Pizza store franchisees and the addresses and telephone numbers of their Domino's Pizza Traditional Stores are listed as Exhibit B to this disclosure document. A list of the names of all Domino's Pizza store franchisees and the addresses and telephone numbers of their Domino's Pizza Non-Traditional Stores are listed as Exhibit B-1 to this disclosure document. A list of the names and last known home addresses and telephone numbers of franchisees (113) and developers (37) who had a franchise agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under their agreements during the fiscal year that ended January 3, 2021 (including those who transferred their franchises)

or who have not communicated with us within 10 weeks of our application date appear on Exhibit B-2. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisee Confidentiality Clauses

We have not entered into agreements with confidentiality clauses that would prevent franchisees from discussing their experience with Domino's.

Trademark-Specific Franchisee Organizations

We sponsor the following advisory groups which meet at our headquarters in Ann Arbor, Michigan or other agreed upon locations to promote communications and enhance the relationship with Domino's Pizza franchisees: Domino's Marketing Advisory Council, Domino's Technical Advisory Board, Domino's Operations Advisory Counsel and Domino's Supply Chain Advisory Committee. These advisory groups do not have separate websites.

The following independent franchisee organizations have asked to be included in this disclosure document:

Domino's Franchisee Association
P.O. Box 536
Schertz, TX 78154
(210) 845 1072
Ken@dominosdfa.com
www.dominosdfa.com

Domino's Franchisee Forum
P.O. Box 2690
Silverdale, WA 98383
(360) 830-0354 extension 5
gkeller@teamseattledominos.com

Item 21: Financial Statements

Attached as Exhibit C are the audited financial statements of DPF, which are comprised of the consolidated balance sheets as of January 3, 2021 and December 29, 2019. It also includes the consolidated statements of income, member's interest and cash flows for the three years that ended January 3, 2021.

As noted in Item 1, DPL will be providing required support and services to franchisees under a servicing agreement with DPF. Attached as Exhibit D are the audited financial statements of DPL as of January 3, 2021 and December 29, 2019 and for the three fiscal years that ended January 3, 2021. These financial statements are being provided for disclosure purposes only. DPL is not a party to the Franchise Agreement or Development Agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or Development Agreement we sign with franchisees.

As noted in Item 1, DPMI and certain entities affiliated with Domino's entered into the 2007 Securitization Transaction and several additional secured financing transactions subsequent

to the 2007 Securitization Transaction (and may do other securitization/financing transactions in the future). Funds from these subsequent concluded transactions were used, in part, to pay certain then existing indebtedness. Certain indirect subsidiaries of DPL, including DPF, have guaranteed the indebtedness incurred in connection with each of these transactions. The latest transaction, which closed in November 2019 involved the issuance of fixed rate notes in the amount of \$675 million and a new \$200 million variable funding note facility, which replaced its previous \$175 million variable funding note facility.

Item 22: Contracts

The following agreements are attached as exhibits to this disclosure document:

- Traditional Store Standard Franchise Agreement – Exhibit E
- Non-Traditional Store Franchise Agreement – Exhibit F
- Development Agreement – Exhibit G
- License Agreement – Exhibit H
- Domino's Pizza Help Desk Services Agreement – Exhibit I
- Sale of Assets Agreement – Exhibit J
- Domino's PULSE Software License Agreement – Exhibit K
- Expiration of Franchise Agreement and Release – Exhibit L
- Lease Rider – Exhibit M
- Purchase Agreement Rider – Exhibit N
- Domino's Pizza Online Ordering Franchisee Services Agreement – Exhibit Q
- Single Store Term Sheet – Exhibit R
- Global Positioning System Technology Platform Agreement – Exhibit S

ADDENDUM TO THE DOMINO'S PIZZA FRANCHISING LLC MULTI-STATE DISCLOSURE DOCUMENT

State-Specific Requirements

ILLINOIS:

1. The following language is added to the table in Item 17 at the end of the Summary Section of Provision (v) entitled **Choice of Forum:**

(except for any claims arising under the Illinois Law).

2. The following language is added to the table in Item 17 at the end of the Summary Section of Provision (w) entitled **Choice of Law:**

(except for Illinois Law).

MINNESOTA:

1. The following language is added to the table in Item 17 at the end of the Summary Section of Provision (v) entitled **Choice of Forum:**

Pursuant to Minn. Stat. 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

2. The following language is hereby added to the table in Item 17 at the end of the Summary Section of Provision (w) entitled **Choice of Law:**

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

**ASSURANCE OF DISCONTINUANCE
STATE OF WASHINGTON**

To resolve an investigation by the State of Washington Attorney General's Office, Domino's Pizza LLC entered into an Assurance of Discontinuance ("AOD") in October 2018 regarding provisions in its franchise agreements that restricted a franchisee from soliciting and/or hiring the employees of other franchisees or Domino's. The position of the Attorney General's Office' was that such provisions violate Washington state and federal antitrust and unfair practices laws. While Domino's had previously notified its franchisees that it would no longer include such provisions in future franchise agreements, and would not enforce those provisions in any existing franchise agreements, Domino's agreed to include those commitments in the AOD. Therefore, as part of the AOD, Domino's agreed to no longer include the non-solicitation provisions in our franchise agreements and to not enforce those provisions in existing franchise agreements and notified our franchisees accordingly. Domino's did not admit any liability in the AOD and was not assessed any fines or other monetary penalties.

EXHIBIT A

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

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

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

CALIFORNIA

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

Los Angeles

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

Sacramento

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

San Diego

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

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8559

HAWAII

(for service of process)

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

(for other matters)

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

ILLINOIS

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

INDIANA

(for service of process)

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

(state agency)

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

MARYLAND

(for service of process)

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

(state agency)

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

MICHIGAN

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

MINNESOTA

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

NEW YORK

(for service of process)

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

(Administrator)

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

NORTH DAKOTA

(for service of process)

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

(state agency)

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

OREGON

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

RHODE ISLAND

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

SOUTH DAKOTA

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

VIRGINIA

(for service of process)

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

(for other matters)

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

WASHINGTON

(for service of process)

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

(for other matters)

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

WISCONSIN

(for service of process)

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

(state administrator)

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

EXHIBIT B

LIST OF DOMINO'S PIZZA FRANCHISEES - TRADITIONAL

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AK	19001	Dobb, Bryan W.		3024 Mt. View Drive,	Anchorage	99501	(907) 258-3030
AK	19003	Dobb, Bryan W.		601 W 36th Ave, Box 8	Anchorage	99503	(907) 561-8166
AK	19008	Dobb, Bryan W.		11431 Business Boulevard,	Eagle River	99577	(907) 726-5000
AK	19012	Dobb, Bryan W.		3805 Provider Drive,	Elmendorf AFB	99506	(907) 337-3377
AK	19014	Dobb, Bryan W.		1731 E. Palmer - Wasilla Hwy.,	Wasilla	99654	(907) 376-1000
AK	19015	Dobb, Bryan W.		317 104th Ave,	Anchorage	99515	(907) 345-3030
AK	19040	Magallanes, Javier		607 W. Willoughby Ave.,	Juneau	99801	(907) 586-3030
AK	19041	Dobb, Bryan W.		2354 Mendenhall Loop Road #101,	Juneau	99801	(907) 789-3300
AK	19050	Dobb, Bryan W.		410 Merhar Ave.,	Fairbanks	99701	(907) 451-8201
AL	5308	Midgette, Evan James Jr.		376 Chesser Dr,	Chelsea	35043	(205) 678-2007
AL	5313	May, Roy Jeffrey		25814 Canal Road, Suite #6,	Orange Beach	36561	(251) 981-8880
AL	5316	Parris, Derek M.		110 5th Street East,	Warrior	35180	(205) 590-3733
AL	5329	Parris, Derek M.		111 Railroad Ave., Suite #1	Montevallo	35115	(205) 665-3232
AL	5331	May, Roy Jeffrey		1145 Gulf Shores Parkway,	Gulf Shores	36542	(251) 968-4110
AL	5332	Dhedhi, Danish W.		8800 Highway 72 W,	Madison	35758	(256) 830-8333
AL	5333	May, Roy Jeffrey		21545 Highway 59 South, Suite E,	Robertsdale	36567	(251) 947-1033
AL	5362	Ford, Grant Forrester		75639 Alabama Hwy 77,	Lincoln	35096	(205) 763-3200
AL	5363	Pellegrino, Gina M.		25 Rumbling Waters Drive,	Wetumpka	36092	(334) 514-8500
AL	5364	Orcutt, Michael L.		1413C Hwy. 280 BYP,	Phenix City	36867	(334) 732-0202
AL	5365	Darger, Guy		3979 Parkwood Rd., Suite #101,	Bessemer	35022	(205) 426-1131
AL	5368	Dhedhi, Danish W.		5600 Highway 431 South,	Brownsboro	35741	(256) 532-0100
AL	5371	Mueller, Glenn A.		924 Highway 43 South,	Saraland	36571	(251) 675-3030
AL	5375	Darger, Guy		1535 Forestdale Blvd.,	Birmingham	35214	(205) 791-1400
AL	5376	Dhedhi, Danish W.		12009 Hwy. 231/431 N,	Meridianville	35759	(256) 828-6655
AL	5379	Dhedhi, Danish W.		1842 Glenn Street SW,	Decatur	35603	(256) 340-3400
AL	5380	Dhedhi, Danish W.		644A Jeff Rd. NW,	Huntsville	35806	(256) 830-9100
AL	5383	Dhedhi, Danish W.		1812 Winchester Road NE,	Huntsville	35811	(256) 859-8888
AL	5384	Darger, Guy		7709 Parkway Dr.,	Leeds	35094	(205) 699-2727
AL	5385	Dhedhi, Danish W.		5601 Highway 157,	Cullman	35058	(256) 727-9393
AL	5386	Darger, Guy		445 Main St.,	Trussville	35173	(205) 655-9080
AL	5387	May, Roy Jeffrey		712 S. McKenzie St.,	Foley	36535	(251) 970-1010
AL	5389	Safadi, Walid J.		1098 Dr. Martin Luther King Expressway,	Andalusia	36420	(334) 427-1100
AL	5390	Staples, Charles Keith		125 Buck Creek Plaza,	Alabaster	35007	(205) 621-1811

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AL	5391	Hall, Zan R.		1411 Cardinal St.,	Demopolis	36732	(334) 289-4044
AL	5394	Mueller, Glenn A.		7685 Moffett Rd.,	Mobile	36618	(251) 649-1922
AL	5395	Dawoud, Mohammed (David)		1715 Highway 78 - C,	Dora	35062	(205) 648-1648
AL	5398	Dhedhi, Danish W.		5019 Highway 31,	Hanceville	35077	(256) 352-6116
AL	5800	Mueller, Glenn A.		2949 Saint Stephens Rd.,	Prichard	36612	(251) 457-3030
AL	5801	Orcutt, Michael L.		175 N. College St.,	Auburn	36830	(334) 821-3030
AL	5802	Orcutt, Michael L.		1451 Gateway Dr., Suite A,	Opelika	36801	(334) 749-7101
AL	5804	Hall, Zan R.		3039 Skyland Blvd. E.,	E. Tuscaloosa	35405	(205) 553-0026
AL	5805	Hall, Zan R.		700 Chastain Blvd.,	Glencoe	35905	(256) 269-1100
AL	5806	Safadi, Walid J.		705 Glover Ave,	Enterprise	36330	(334) 393-5505
AL	5807	May, Roy Jeffrey		2578 Douglas Ave.,	Brewton	36426	(251) 241-6042
AL	5808	May, Roy Jeffrey		201 Chambers Drive, Suite G,	Bay Minette	36507	(251) 239-8338
AL	5810	Orcutt, Michael L.		1709 Broad Ave.,	Lanett	36863	(334) 642-2626
AL	5811	Longen, Jerry A.		2924 Ross Clark Circle,	Dothan	36301	(334) 793-4062
AL	5812	Longen, Jerry A.		809 S. Eufaula Ave.,	Eufaula	36027	(334) 203-7676
AL	5813	Longen, Jerry A.		2115 E. Main,Suite 1	Dothan	36301	(334) 793-4010
AL	5814	Longen, Jerry A.		118 Highway 231 South Suite B,	Ozark	36361	(334) 774-6767
AL	5815	Hall, Zan R.		2225 Summerfield Rd.,	Selma	36701	(334) 875-8060
AL	5816	D'Andrea, Peter P.		10710 Chantilly Parkway,	Montgomery	36117	(334) 659-1500
AL	5817	D'Andrea, Peter P.		2611 E. South Blvd.,	Montgomery	36111	(334) 409-6555
AL	5818	Midgette, Evan James Jr.		400 Lay Dam Road,	Clanton	35045	(205) 258-5090
AL	5819	Safadi, Walid J.		808 S. George Wallace Dr.,	Troy	36081	(334) 566-1234
AL	5820	D'Andrea, Peter P.		3131 Bell Road,	Montgomery	36116	(334) 271-1320
AL	5821	D'Andrea, Peter P.		5338 Atlanta Highway,	Montgomery	36109	(334) 271-6401
AL	5822	Dawoud, Mohammed (David)		1261 Military Street,	S. Hamilton	35570-5004	(205) 634-8400
AL	5825	D'Andrea, Peter P.		2650 Zelda Road,	Montgomery	36107	(334) 263-6464
AL	5826	D'Andrea, Peter P.		164 North Memorial Drive,	Prattville	36067	(334) 365-3777
AL	5828	D'Andrea, Peter P.		3525 Highway 14,	Millbrook	36054-1834	(334) 694-8080
AL	5829	Mueller, Glenn A.		6305-C Cottage Hill Rd.,	Mobile	36609	(251) 666-5951
AL	5831	Mueller, Glenn A.		1616 Government St.,	Mobile	36604	(251) 476-2142
AL	5832	Mueller, Glenn A.		7449 Airport Blvd., Suite E,	Mobile	36608	(251) 633-2080
AL	5833	Mueller, Glenn A.		5369A Highway 90 West,	Mobile	36619	(251) 660-1434
AL	5834	Orcutt, Michael L.		855 Market Place,	Alexander City	35010	(256) 329-2236

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AL	5835	Twilley, Bradley		383 James Payton Blvd.,	Sylacauga	35150	(256) 249-4333
AL	5836	Hall, Zan R.		503 North Carlisle,	Albertville	35951	(256) 891-1010
AL	5837	Hall, Zan R.		102 N. McClesky St.,	Boaz	35957	(256) 593-9790
AL	5838	Hall, Zan R.		1437 Gunter Ave.,	Guntersville	35976	(256) 505-0505
AL	5840	Hall, Zan R.		415 15th Street,	Tuscaloosa	35401	(205) 345-9600
AL	5841	Hall, Zan R.		350 McFarland Blvd.,	Northport	35473	(205) 349-1441
AL	5842	Midgette, Evan James Jr.		4527 Valleydale Rd.,	Birmingham	35243	(205) 991-0070
AL	5843	Midgette, Evan James Jr.		3659 Lorna Rd.,	Hoover	35216	(205) 985-4700
AL	5844	Dawoud, Mohammed (David)		269 Forest Rd.,	Hueytown	35023	(205) 744-0900
AL	5845	Parris, Derek M.		5031 Ford Pkwy.,	Bessemer	35020	(205) 428-6262
AL	5846	Hall, Steven D.		2451 Crossplex Blvd., Suite 117	Birmingham	35208	(205) 407-8600
AL	5847	Hall, Steven D.		726 23rd St. South,	Birmingham	35233	(205) 320-0220
AL	5848	Darger, Guy		1506 Montclair Road,	Birmingham	35210	(205) 956-8300
AL	5849	Stephens, Brian K.		302 Highway 78,	Jasper	35501	(205) 221-9090
AL	5851	Darger, Guy		430 Green Springs Hwy., Suite #14,	Homewood	35209-4945	(205) 916-0070
AL	5852	Midgette, Evan James Jr.		2304 Columbiana Rd.,	Vestavia Hills	35216	(205) 823-1888
AL	5853	Ghabayen, Waleed		1710 Decatur Hwy., Suite 1	Fultondale	35068	(205) 841-3700
AL	5854	Midgette, Evan James Jr.		2681 Pelham Pkwy.,	Pelham	35124	(205) 663-9425
AL	5855	Hall, Zan R.		1015 W. Meighan Blvd.,	Gadsden	35901	(256) 952-7500
AL	5856	Ghabayen, Waleed		1322 Main Street,	Gardendale	35071	(205) 386-6677
AL	5857	Ford, Grant Forrester		709 Battle St. E.,	Talladega	35160	(256) 362-6800
AL	5858	Hall, Zan R.		964 Gilbert Ferry Rd.,	Attalla	35954	(256) 538-1171
AL	5859	Hall, Billy James		2600 May's Dr.,	Pell City	35128	(205) 338-4780
AL	5860	Barger, Brian F.		405 Pelham Rd. S.,	Jacksonville	36265	(256) 435-8200
AL	5863	Midgette, Evan James Jr.		4685 Highway 17,	Helena	35080	(205) 621-4300
AL	5865	Hall, Steven D.		9324 Parkway East,	Birmingham	35215	(205) 703-9022
AL	5866	Hall, Zan R.		115 West Grand Ave., Suite 110,	Rainbow City	35906	(256) 442-1404
AL	5867	Dhedhi, Danish W.		602 11th Avenue NW,	Arab	35016	(256) 586-2150
AL	5868	Dhedhi, Danish W.		413 3rd Street SW,	Cullman	35055	(256) 739-6010
AL	5869	Dhedhi, Danish W.		813 S Broad St,	Scottsboro	35768	(256) 259-3080
AL	5870	Dhedhi, Danish W.		3319 Triana Blvd. SW,	Huntsville	35805	(256) 536-4433
AL	5871	Dhedhi, Danish W.		401 Andrew Jackson Way NE,	Huntsville	35801	(256) 539-5000
AL	5872	Dhedhi, Danish W.		11321 Memorial Pkwy. SE,	Huntsville	35803	(256) 882-1080

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AL	5873	Dhedhi, Danish W.		4506 University Dr Nw,	Huntsville	35816	(256) 830-2662
AL	5874	Dhedhi, Danish W.		2205 Mastin Lake Rd Nw,	Huntsville	35810	(256) 859-3777
AL	5875	Dhedhi, Danish W.		7200 Bailey Cove Rd. Se,	Huntsville	35802	(256) 880-8700
AL	5877	Dhedhi, Danish W.		1836 Darby Drive,	Florence	35630	(256) 766-6960
AL	5878	Dhedhi, Danish W.		4380 Highway 157,	Florence	35633	(256) 764-7766
AL	5879	Mueller, Glenn A.		3871 Airport Boulevard,Suite 101	Mobile	36608	(251) 378-6000
AL	5880	Dhedhi, Danish W.		712 Avalon Ave.,	Muscle Shoals	35661	(256) 381-4100
AL	5881	Dhedhi, Danish W.		14945 E. Limestone Road,Suite A	Harvest	35749	(256) 444-2700
AL	5882	Dhedhi, Danish W.		437 Hughes Rd.,	Madison	35758	(256) 772-9000
AL	5883	Hall, Zan R.		301 Greenhill Blvd. NW,	Fort Payne	35967	(256) 273-4440
AL	5884	Dawoud, Mohammed (David)		3135 Cahaba Heights Rd., Suite 113,	Vestavia	35243	(205) 972-1220
AL	5885	D'Andrea, Peter P.		3301 Mobile Highway,	Montgomery	36108	(334) 284-4600
AL	5886	Dhedhi, Danish W.		119 US Highway 31 S.,	Athens	35611	(256) 233-4700
AL	5887	Dhedhi, Danish W.		241 Highway 31 SW, Suite #30,	Hartselle	35640	(256) 773-1444
AL	5889	Dawoud, Mohammed (David)		8000 Liberty Parkway,Suite 108	Vestavia Hills	35242	(205) 580-1900
AL	5890	Hall, Zan R.		993 2nd Ave. East,	Oneonta	35121	(205) 625-5000
AL	5891	Dhedhi, Danish W.		2934 Point Mallard Parkway,Unit A6	Decatur	35603	(256) 973-0101
AL	5892	Dhedhi, Danish W.		1820 6th Ave. SE,	Decatur	35601	(256) 353-2888
AL	5893	Dhedhi, Danish W.		15379 Alabama Highway 24,Suite #10	Moulton	35650	(256) 719-0011
AL	5894	Darger, Guy		2446 Old Springville Road,	Birmingham	35215	(205) 856-0030
AL	5895	May, Roy Jeffrey		6845 US Highway 90, Suite 109,	Daphne	36526	(251) 626-8333
AL	5896	May, Roy Jeffrey		106 Plantation Pointe,	Fairhope	36532	(251) 990-8747
AL	5897	Hall, Zan R.		13260 US Highway 411,Suite 100	Odenville	35120	(205) 629-2224
AL	5898	Hall, Zan R.		9730 Hwy. 69 South, Suite B,	Tuscaloosa	35405	(205) 391-0052
AL	9402	Dawoud, Mohammed (David)		1720 Hamric Drive E, Suite #1,	Oxford	36203	(256) 831-9696
AL	9403	D'Andrea, Peter P.		Bldg. 1420,Maxwell AFB	Montgomery	36112	(334) 240-9606
AL	9405	Dawoud, Mohammed (David)		5130-C McClellan Blvd,	Anniston	36206	(256) 530-4100
AL	9406	Dhedhi, Danish W.		7642 Hwy 53,	Toney	35773	(256) 970-2727
AL	9407	Midgette, Evan James Jr.		5285 US Hwy. 280,Suite 105	Birmingham	35242	(205) 408-8100
AL	9408	Dhedhi, Danish W.		143 Martin Road SW,Suite A	Huntsville	35824	(256) 270-4947
AL	9409	Darwin, Christopher D.		University Blvd & 26th Ave,	Tuscaloosa	35404	(205) 632-0000
AL	9410	Orcutt, Michael L.		1100 S. College St., Unit 108,	Auburn	36830	(334) 539-4040
AR	5300	Hurteau/Prather, Art/Marty		1065 N. Garland Ave.,	Fayetteville	72701	(479) 442-3600

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AR	5301	Hurteau/Prather, Art/Marty		2181 W. Sunset Ave.,	Springdale	72746	(479) 756-0800
AR	5302	Medders, Brent J.		105 Sandstone Dr.,	Van Buren	72956	(479) 474-7200
AR	5303	Hurteau/Prather, Art/Marty		2840 Bella Vista Way,	Bella Vista	72714	(479) 876-7373
AR	5304	Hurteau/Prather, Art/Marty		2075 E. Main St., Suite A,	Siloam Springs	72761	(479) 524-0909
AR	5305	Hurteau/Prather, Art/Marty		2100 W. Hudson Rd. Suite 7,	Rogers	72756	(479) 631-2000
AR	5306	Medders, Brent J.		2900 Horizon St., Suite 6,	Bryant	72022	(501) 847-6100
AR	5307	Powell, John M. Jr.		1436 Harrison St.,	Batesville	72501	(870) 698-9099
AR	5310	Medders, Brent J.		3701 S. Phoenix Ave.,	Ft. Smith	72903	(479) 785-0841
AR	5311	Landthrip, William Mack Jr.		933 W. Center Street,Suite 1	Greenwood	72936	(479) 322-4122
AR	5315	Barcomb, Calvin E		2300 South Olive Street,	Pine Bluff	71601	(870) 850-6700
AR	5317	Hurteau/Prather, Art/Marty		2368 E. Robinson Ave.,	Springdale	72764	(479) 368-0123
AR	5318	Hurteau/Prather, Art/Marty		406 S. Walton Blvd.,	Bentonville	72712	(479) 326-8787
AR	5319	Medders, Brent J.		740 South Salem,Suite 114	Conway	72034	(501) 450-3000
AR	5320	Holloway, Shane G.		903 ASU Blvd.,	Beebe	72012	(501) 232-0430
AR	5323	Hurteau/Prather, Art/Marty		3484 W. Wedington Drive,	Fayetteville	72704	(479) 316-2600
AR	5327	Benner, Lance L.		17200 Chenal Parkway,	Little Rock	72223	(501) 821-2211
AR	5328	Medders, Brent J.		1813 N. 1st. St.,	Jacksonville	72076	(501) 241-1900
AR	5330	Benner, Lance L.		11600 N. Rodney Parham Road, Suite B,	Little Rock	72212	(501) 228-8111
AR	5334	Schirmer, Phillip E.		4656 N. Highway 7, Suite J,	Hot Springs Village	71909	(501) 915-9595
AR	5335	Schirmer, Phillip E.		2110 Higdon Ferry Road,	Hot Springs	71913	(501) 525-7200
AR	5336	Medders, Brent J.		2744 Albert Pike Road, Suite A,	Hot Springs	71913	(501) 620-4222
AR	5337	Medders, Brent J.		101 Carnahan Dr,	Maumelle	72113	(501) 851-1600
AR	5338	Mekonnen, Mac A.		318 3rd St.,	Hope	71801	(870) 777-3400
AR	5340	Schroepfer, Kenneth M.		110 East Dr. Martin Luther King Jr. Blvd.,	Texarkana	71854	(870) 772-3030
AR	5341	Schroepfer, Kenneth M.		3214 Jefferson Ave.,	Texarkana	71854	(870) 774-3030
AR	5342	Barcomb, Calvin E		1300 Northwest Avenue,	EI Dorado	71730	(870) 862-0300
AR	5345	Medders, Brent J.		1815 Old Morrilton Hwy., Suite 101 & 102,	Conway	72034	(501) 205-8899
AR	5346	Hurteau/Prather, Art/Marty		1001 E. Parkway,	Russellville	72801	(479) 968-3030
AR	5347	Hurteau/Prather, Art/Marty		2800 SW 14th Street, Suite #2,	Bentonville	72712	(479) 271-7070
AR	5348	Powell, John M. Jr.		721 S. Second St.,	Cabot	72023	(501) 605-9111
AR	5349	Medders, Brent J.		1412 Pine St.,	Arkadelphia	71923	(870) 246-3131
AR	5350	Turner, Ty Michael		1826 E. Johnson Avenue,	Jonesboro	72401-2474	(870) 935-6000
AR	5353	Turner, Ty Michael		1405 C N. Missouri Street,	West Memphis	72301	(870) 735-7600

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AR	5354	Turner, Ty Michael		102 N. 14th Street,	Paragould	72450	(870) 239-2166
AR	5355	Turner, Ty Michael		400 N. 6th Street,	Blytheville	72315	(870) 762-1800
AR	5356	Turner, Ty Michael		2508 Stadium Blvd.,	Jonesboro	72401	(870) 935-1133
AR	5358	Meece, Daniel H.		1346 Highway 62 E.,	Mountain Home	72653	(870) 424-6110
AR	5359	Benner, Lance L.		4905 John F. Kennedy Blvd.,	North Little Rock	72116	(501) 834-2600
AR	5360	Cranford, Tera Renee		1645 E. Main St.,	Magnolia	71753	(870) 234-4141
AR	5378	Powell, John M. Jr.		3511 East Race Avenue,Suite 700	Searcy	72143	(501) 305-4511
AR	5396	Medders, Brent J.		8300 Stagecoach Rd.,	Little Rock	72210	(501) 407-2722
AR	5397	Hurteau/Prather, Art/Marty		105 S. Dixieland #D,	Lowell	72745	(479) 770-0044
AR	5399	Medders, Brent J.		208 E. Grand Ave.,	Hot Springs	71901	(501) 623-5500
AR	9607	Hurteau/Prather, Art/Marty		1814 N. Crossover Road Suite 1,	Fayetteville	72701	(479) 445-6555
AR	9608	Hurteau/Prather, Art/Marty		320 West Main,	Farmington	72730	(479) 300-6363
AR	9609	Medders, Brent J.		17310 I-30,Suite 1	Benton	72019	(501) 408-4688
AR	9610	Medders, Brent J.		8500 Phoenix Avenue Suite B,	Fort Smith	72903	(479) 434-6996
AR	9611	Medders, Brent J.		52 S. Broadview Suite 101,	Greenbrier	72058	(501) 679-3988
AR	9612	Hurteau/Prather, Art/Marty		992 E. Henri De Tonti Blvd. Ste. C,	Tontitown	72762	(479) 927-6333
AR	9613	Davis, Curtis		836 N. Sebastian St.,	West Helena	72390	(870) 330-7117
AR	9614	Medders, Brent J.		1415 Hwy 25 North,	Heber Springs	72543	(501) 429-2060
AR	9615	Benner, Lance L.		1402 Rebsamen Park Road,	Little Rock	72202	(501) 500-5060
AR	9616	Benner, Lance L.		10815 Colonel Glenn Rd., Ste. 3500,	Little Rock	72204	(501) 712-5711
AR	9617	Medders, Brent J.		123 W Main St,	Clarksville	72830	(479) 802-5044
AR	9618	Barcomb, Calvin E		941 California Avenue,Suite B	Camden	71701	(870) 498-8600
AR	9619	Barcomb, Calvin E		1900 Martin Luther King Blvd., Suite 100,	Malvern	72104	(501) 458-4004
AR	9620	Turner, Ty Michael		1929 N. Falls St,	Wynne	72396	(870) 587-4229
AR	9621	Hurteau/Prather, Art/Marty		5092 W Northgate Rd,	Rogers	72758	(479) 802-4243
AR	9622	Hurteau/Prather, Art/Marty		900 Highway 62-65 North,	Harrison	72601	(870) 302-3003
AR	9623	Varela, Mario		512 B Highway 425 South,	Monticello	71655	(870) 662-6606
AR	9624	Medders, Brent J.		4421 Grand Avenue,	Fort Smith	72904	(479) 668-4878
AR	9625	Turner, Ty Michael		201 Deadrick Road, Suite 300,	Forrest City	72335	(870) 494-3030
AR	9626	Holloway, Shane G.		1013 McQuay Avenue,	Pochahontas	72455	(870) 637-0866
AR	9627	Holloway, Shane G.		1750 University Ave., Suite 101,	Morrilton	72110	(501) 289-6247
AR	9628	Holloway, Shane G.		1073 Main Street,	Vilonia	72173	(877) 883-9643
AZ	7534	Nelson, Robert E.		410 W. 5th Street,	Safford	85546	(928) 428-5800

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AZ	7542	Hishmeh, Essam M.		1060 W. Beta Street #180,	Green Valley	85614	(520) 320-6060
AZ	7544	Hishmeh, Essam M.		8045 S. Rita Rd.,	Tucson	85747	(520) 325-5050
AZ	7545	Ferdows, Farnad		518 West Riverside Drive,	Parker	85344	(928) 669-3030
AZ	7548	Lasher, Justin C.		1240 East Deuce of Clubs,	Show Low	85901	(928) 532-5534
AZ	7563	Ferdows, Farnad		3125 S. Alma School Road Suite 1,	Chandler	85248	(480) 786-3338
AZ	7571	Ferdows, Farnad		1890 W. Highway 89A,	Sedona	86336	(928) 203-0303
AZ	7573	McManus, Phillip		39506 N. Daisy Mountain Drive, Suite 120,	Phoenix	85086	(623) 551-1515
AZ	7575	Ferdows, Farnad		4572 North Robert Road,	Prescott Valley	86314	(928) 759-2333
AZ	7577	Ferdows, Farnad		1949 East Beverly Ave., Suite C-106,	Kingman	86409	(928) 681-3030
AZ	7585	Ferdows, Farnad		452 W. Finnie Flat Road #B,	Camp Verde	86322	(928) 554-0999
AZ	7593	Ferdows, Farnad		13540 S Sunland Gin Rd,	Arizona City	85123-8453	(520) 494-1010
AZ	7610	Hishmeh, Essam M.		4889 W. Ajo Way #101,	Tucson	85757	(520) 704-6500
AZ	7614	Ferdows, Farnad		1417 North Arizona Blvd,	Coolidge	85128	(520) 464-9628
AZ	7621	Hishmeh, Essam M.		901 E. Speedway Blvd.,	Tucson	85719	(520) 792-5000
AZ	7623	Hishmeh, Essam M.		1620 S. Craycroft Rd.,	Tucson	85711	(520) 747-0550
AZ	7624	Hishmeh, Essam M.		4390 N. 1st. Ave.,	Tucson	85719	(520) 293-5990
AZ	7625	Hishmeh, Essam M.		5460 E. Speedway Blvd. #B101,	Tucson	85712	(520) 296-2333
AZ	7626	Hishmeh, Essam M.		3682 W. Orange Grove Road,	Tucson	85741	(520) 742-6111
AZ	7627	Hishmeh, Essam M.		2624 E. 22nd Street,	Tuscon	85713	(520) 881-8700
AZ	7628	Hishmeh, Essam M.		8486 E. Broadway,	Tucson	85710	(520) 296-3111
AZ	7629	Hishmeh, Essam M.		8615 E. Golf Links Road,	Tucson	85730	(520) 721-8118
AZ	7630	Todd, Virgil L.		710 E 32nd St.,	Yuma	85365	(928) 344-0555
AZ	7631	Todd, Virgil L.		712 S. 4th Ave.,	Yuma	85364	(928) 782-7561
AZ	7632	Hishmeh, Essam M.		6450 S. 6th Avenue,	Tucson	85706	(520) 889-9988
AZ	7633	Hishmeh, Essam M.		2080 W. Orange Grove Rd., Suite 120,	Tucson	85704	(520) 742-7700
AZ	7634	Hishmeh, Essam M.		3312 South 6th Avenue,	Tucson	85713	(520) 447-8000
AZ	7635	Hishmeh, Essam M.		6875 E. Sunrise Drive, Suite 101,	Tucson	85750	(520) 577-9595
AZ	7636	Hishmeh, Essam M.		3118 E. Fort Lowell Rd.,	Tucson	85716	(520) 327-9533
AZ	7637	Hishmeh, Essam M.		1402 W. St. Marys Rd.,	Tucson	85745	(520) 884-1400
AZ	7638	Todd, Virgil L.		1701 South Avenue B, Suite #104,	Yuma	85364	(928) 783-3030
AZ	7660	Huleatt, Richard S. Jr.		1529 S. Milton,	Flagstaff	86001	(928) 779-3686
AZ	7664	Huleatt, Richard S. Jr.		2577 E. 7Th Avenue,	Flagstaff	86004	(928) 527-0797
AZ	7666	Kearns, David		624 Elm St,	Page	86040	(928) 612-1211

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AZ	7670	Ferdows, Farnad		104 W Florence Blvd,	Casa Grande	85122-4064	(520) 836-1111
AZ	7676	Hishmeh, Essam M.		3040 W. Valencia,	Tucson	85746	(520) 573-3030
AZ	7680	Hishmeh, Essam M.		23 N. Garden Street,	Sierra Vista	85635	(520) 458-3030
AZ	7681	Hishmeh, Essam M.		3670 E. Fry Blvd.,	Sierra Vista	85635	(520) 458-5000
AZ	7682	Ferdows, Farnad		491 N. Lake Havasu Ave.,	Lake Havasu City	86403	(928) 680-1800
AZ	7683	Ferdows, Farnad		2150 Highway 95,	Bullhead City	86442	(928) 758-3030
AZ	7685	Ferdows, Farnad		223 N. Cortez St.,	Prescott	86301	(928) 778-3030
AZ	7686	Hishmeh, Essam M.		10420 La Canada Dr., Suite 140,	Oro Valley	85737	(520) 797-3030
AZ	7690	Verlander, Garry A.		20024 N. John Wayne Pkwy.,	Maricopa	85139	(520) 568-3030
AZ	7691	Todd, Virgil L.		11361 Foothills Blvd., Suite #4,	Yuma	85367	(928) 342-3400
AZ	7694	Hishmeh, Essam M.		7730 N. Cortaro Road, Suite 101,	Tucson	85743	(520) 579-3030
AZ	9200	Ferdows, Farnad		1021 North Highway 89, Suite 103,	Chino Valley	86323	(928) 636-6000
AZ	9203	Ferdows, Farnad		4508 S. Highway 95, Unit I,	Fort Mohave	86426	(928) 704-4700
AZ	9204	Hishmeh, Essam M.		12060 N. Thornydale Road, Suite 108,	Marana	85658	(520) 797-3330
AZ	9205	McManus, Phillip		6213 S. Miller Road, Suite 102,	Buckeye	85326	(623) 327-1111
AZ	9206	Hishmeh, Essam M.		15318 N Oracle Road, Suite 140,	Tucson	85739	(520) 323-3030
AZ	9208	McManus, Phillip		833 S Cotton Lane,	Goodyear	85338	(480) 462-0300
AZ	9210	Ferdows, Farnad		1100 East State Route 260, Suite C-3,	Cottonwood	86326	(928) 634-7500
AZ	9211	Ferdows, Farnad		4085 South Gilbert Road, Suite 7,	Chandler	85249	(480) 659-4555
AZ	9213	Meredith, Gary Michael		32409 North Scottsdale Road, Suite 105,	Scottsdale	85266	(480) 595-6000
CA	7054	Walter, Eldon R.		212 Tumwater Blvd.,	Tumwater	98512	(360) 919-0000
CA	7330	Hosseini, Dariush		12901 Sherman Way,Unit C	North Hollywood	91605	(818) 759-0000
CA	7389	Syriani, Raja		40404 California Oaks Road,	Murrieta	92562	(951) 696-0117
CA	7393	Hosseini, Dariush		2559-C Rosamond Boulevard,	Rosamond	93560	(661) 256-4200
CA	7394	Mollaghasemi-Tabrizi, Gholamhossein		8300 Limonite Ave., Suite H,	Riverside	92509	(951) 685-7777
CA	7417	Miessner, Eric P.		1332 Main St.,	Ramona	92065	(760) 788-6644
CA	7419	Tapia, Fernando		77-920 Country Club Drive,	Palm Desert	92211	(925) 240-8555
CA	7437	Sharifi, Sammy M.		8300 Brentwood Blvd., Suite D,	Brentwood	94513	(949) 389-0333
CA	7476	Gobrial, Nehad E.		27131 Aliso Creek Road, Suite 145,	Aliso Viejo	92656	(858) 549-4343
CA	7479	Hosseini, Dariush		12265 Scripps Poway Parkway B-105,	Poway	92064	(619) 460-7000
CA	7492	Hosseini, Dariush		1096 Cardiff Street,	San Diego	92114	(661) 758-3030
CA	7493	Hishmeh, Essam M.		1425 HWY 46,Suite A	Wasco	93280	(909) 336-1255
CA	7494	La Mountain, Doyle		26517 State Highway 18,	Rim Forest	92378	(619) 287-9050

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CA	7701	Hosseini, Dariush		5185 College Avenue,	San Diego	92115	(858) 292-6991
CA	7702	Tobie, Pamela A.		3520 Ashford, Suite C	San Diego	92111	(619) 474-8511
CA	7703	Hosseini, Dariush		702 Highland Avenue,	National City	91950	(619) 442-9245
CA	7704	Miessner, Eric P.		936 Broadway,	El Cajon	92021	(619) 444-2171
CA	7705	Hosseini, Dariush		1104 E. Washington Ave.,	El Cajon	92019	(619) 224-2445
CA	7707	Hosseini, Dariush		4013 West Point Loma Boulevard,	San Diego	92110	(619) 449-5400
CA	7708	Hosseini, Dariush		10251 Mast Blvd., Suite A,	Santee	92071	(619) 745-4334
CA	7709	Hosseini, Dariush		2110 Birch Rd. Suite #105,	Chula Vista	91915	(858) 483-6700
CA	7710	Miessner, Eric P.		4120 Clairemont Mesa Blvd., Suite 102,	San Diego	92117	(619) 437-4241
CA	7711	Hosseini, Dariush		1330 Orange Avenue,	Coronado	92118	(619) 575-2226
CA	7712	Hosseini, Dariush		1307 Imperial Beach Blvd,	Imperial Beach	91932	(619) 281-1975
CA	7713	Tobie, Pamela A.		4701 El Cajon Blvd,	San Diego	92115	(858) 560-6112
CA	7714	Tobie, Pamela A.		10789 Tierra Santa Blvd., Suite 111	San Diego	92124	(858) 566-9480
CA	7715	Hosseini, Dariush		10606 Camino Ruiz, #9,	San Diego	92126	(858) 257-4114
CA	7716	Hosseini, Dariush		7660 D Fay Street,	La Jolla	92037	(619) 561-3500
CA	7717	Miessner, Eric P.		10135 Maine Ave.,	Lakeside	92040	(619) 294-4570
CA	7718	Tobie, Pamela A.		1925 El Cajon Blvd,	San Diego	92104	(619) 589-6313
CA	7719	Tobie, Pamela A.		7960 University Avenue, Suite 200	La Mesa	91941	(909) 446-0000
CA	7720	La Mountain, Doyle		1151 Calimesa Blvd.,	Calimesa	92320	(858) 324-5200
CA	7721	Hosseini, Dariush		13857 Carmel Valley Road, Suite A,	San Diego	92130	(619) 530-0880
CA	7722	Hosseini, Dariush		5073 Federal Blvd,	San Diego	92102	(619) 238-2323
CA	7723	Hosseini, Dariush		1350 6th Avenue, Suite #185,	San Diego	92101	(619) 585-1212
CA	7724	Hosseini, Dariush		380 3rd Avenue,	Chula Vista	91910	(951) 359-4444
CA	7725	Mollaghaseemi-Tabrizi, Gholamhossein		2915 Van Buren Blvd., Suite J-2,	Riverside	92503	(619) 444-3030
CA	7726	Miessner, Eric P.		1787 E. Main Street,	El Cajon	92021	(510) 351-3301
CA	7728	Hishmeh, Essam M.		1768 E. 14th Street,	San Leandro	94577	(805) 524-1600
CA	7729	Hishmeh, Essam M.		529 Ventura Street,	Fillmore	93015	(661) 725-0770
CA	7731	Hishmeh, Essam M.		1609 Cecil Avenue,	Delano	93215	(760) 940-0904
CA	7732	Hosseini, Dariush		1021 E. Bobier Drive,	Vista	92084	(951) 849-7770
CA	7733	Taylor, Joney E.		3559 W. Ramsey St., Suite B,	Banning	92220	(805) 522-9022
CA	7734	Hishmeh, Essam M.		2408 A Stearns Street,	Simi Valley	93063	(909) 874-5980
CA	7735	La Mountain, Doyle		461 W. Base Line Rd.,	Rialto	92376	(909) 383-8080
CA	7736	La Mountain, Doyle		229 W. Valley Blvd.,	Colton	92324	(951) 727-8211

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CA	7737	Hosseini, Dariush		12411 Limonite Ave., Suite 640,	Eastvale	91752	(909) 823-4401
CA	7738	Tapia, Fernando		16863 Foothill Boulevard,	Fontana	92335	(909) 447-6730
CA	7739	Hosseini, Dariush		9885 Central Ave. #C,	Montclair	91763	(818) 999-3030
CA	7741	Hosseini, Dariush		6401 Platt Ave. #7,	West Hills	91307	(530) 673-3131
CA	7742	Shehadeh, Issa J.		861 Gray Avenue, Suite A,	Yuba City	95991	(626) 385-6500
CA	7743	Patibandla Rao, Malli		1017 Fair Oaks Ave.,	South Pasadena	91030	(714) 978-9711
CA	7744	Manos, Anthony P.		1621 W. Chapman Avenue,	Orange	92868	(562) 594-4506
CA	7745	Manos, Anthony P.		2221 #B Palo Verde Ave.,	Long Beach	90815	(909) 861-9606
CA	7746	Manos, Anthony P.		1383 S. Diamond Bar Blvd.,	Diamond Bar	91765	(310) 604-1299
CA	7747	Manos, Anthony P.		11391 Long Beach Blvd. #A-7,	Lynwood	90262	(909) 987-8000
CA	7748	Hosseini, Dariush		10068 Arrow Highway,	Rancho Cucamonga	91730	(909) 790-2903
CA	7749	La Mountain, Doyle		33562 Yucaipa Blvd.,	Yucaipa	92399	(760) 439-0500
CA	7750	Casey, Shane B.		650 Douglas Drive, Suite 104,	Oceanside	92058	(760) 439-5440
CA	7751	Hosseini, Dariush		301 Mission Ave. #106,	Oceanside	92054	(949) 498-9002
CA	7752	Kraniger, Mark J.		1502 N. El Camino Real,	San Clemente	92672	(760) 747-7300
CA	7753	Syriani, Raja		410-A West Felicita Ave.,	Escondido	92025	(760) 480-0800
CA	7754	Syriani, Raja		120 E. Lincoln Ave., Suite A,	Escondido	92026	(760) 941-8333
CA	7756	Hosseini, Dariush		2858 Thunder Dr.,	Oceanside	92056	(760) 471-1055
CA	7757	Hosseini, Dariush		805 W. San Marcos Blvd.,	San Marcos	92078	(530) 325-0330
CA	7758	Turner, D. Craig		2260 B Grass Valley Highway,	Auburn	95603	(559) 582-5050
CA	7759	Hishmeh, Essam M.		1703 N. 11th Avenue,	Hanford	93230	(559) 551-2700
CA	7760	DeGrandis, Greg		561 North I Street,	Reedley	93654	(559) 229-1515
CA	7763	Patibandla Rao, Malli		2304 W. Shaw Ave. Suite 101,	Fresno	93711	(415) 776-0400
CA	7764	Vandenberg, Bruce M.		876 Geary Street,	San Francisco	94109	(559) 686-8583
CA	7765	Vizzolini, Matt J.		424 E Tulare Avenue,	Tulare	93274	(626) 699-2001
CA	7766	Kraniger, Mark J.		13728 Amar Road,	La Puente	91746	(805) 499-0681
CA	7767	Weinsoff, Jack M.		2405 Michael Drive,	Newbury Park	91320	(559) 784-4040
CA	7768	Hishmeh, Essam M.		938 West Henderson Avenue,	Porterville	93257	(559) 732-4040
CA	7769	Hishmeh, Essam M.		1307 E. Houston,	Visalia	93292	(661) 323-3030
CA	7770	Mollaghasemi-Tabrizi, Gholamhossein		2306 Brundage Lane,	Bakersfield	93304	(562) 270-7055
CA	7771	Manos, Anthony P.		5685 N. Paramount Blvd.,	Long Beach	90805	(951) 734-2222
CA	7772	Hosseini, Dariush		1180 Hamner Ave., Suite C	Norco	92860	(925) 855-9400
CA	7773	Singh, Rajbir		504 San Ramon Valley Blvd.,	Danville	94526	(714) 761-0606

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CA	7774	Tapia, Fernando		5024 Ball Road,	Cypress	90630	(661) 948-0991
CA	7775	Hosseini, Dariush		885 West Avenue K,	Lancaster	93534	(661) 272-0033
CA	7776	Hosseini, Dariush		602 E. Palmdale Blvd.,	Palmdale	93550	(661) 554-4040
CA	7777	Hosseini, Dariush		39904 10th St. West,Suite C	Palmdale	93551	(925) 826-5040
CA	7778	Brumleve, Dan T.		901 Sunvalley Blvd. Suite 101,	Concord	94520	(714) 761-6333
CA	7779	Tapia, Fernando		8682 Beach Blvd. #103 & 104,	Buena Park	90620	(661) 872-4321
CA	7780	Mollaghasemi-Tabrizi, Gholamhossein		2651 Oswell, Suite C,	Bakersfield	93306	(661) 399-1212
CA	7781	Mollaghasemi-Tabrizi, Gholamhossein		1904 North Chester Avenue,	Bakersfield	93308	(559) 272-2444
CA	7783	DeGrandis, Greg		257 Academy Avenue,	Sanger	93657	(818) 980-1999
CA	7784	Patibandla Rao, Malli		11674 Ventura Blvd,	Studio City	91604	(209) 683-1333
CA	7786	DeGrandis, Greg		1055 Sperry Avenue, Suite 2,	Patterson	95363	(818) 996-7996
CA	7787	Hosseini, Dariush		6846 Reseda Blvd.,	Reseda	91335	(818) 898-3003
CA	7789	Patibandla Rao, Malli		1007 Truman Street,	San Fernando	91340	(831) 424-3535
CA	7790	Elyasi, Mohsen		1101 N. Main Street,	Salinas	93906	(626) 288-3030
CA	7791	Patibandla Rao, Malli		8350 Garvey Avenue #B,	Rosemead	91770	(626) 303-2655
CA	7792	Patibandla Rao, Malli		348 W. Huntington Dr.,	Monrovia	91016	(562) 942-8303
CA	7793	Cuesta, Jose I.		9448 E. Slauson Avenue,	Pico Rivera	90660	(323) 886-3900
CA	7795	Manos, Anthony P.		2527 S. San Pedro Street,	Los Angeles	90011	(747) 248-0810
CA	7796	Hosseini, Dariush		20905 Roscoe Boulevard,	Canoga Park	91304	(530) 270-0333
CA	7797	Turner, D. Craig		113 Neal Street,	Grass Valley	00009-5945	(916) 348-4065
CA	7800	Patibandla Rao, Malli		5051 Auburn Blvd., #B-100,	Sacramento	95841	(213) 746-9999
CA	7801	Manos, Anthony P.		2803 S. Figueroa Street,	Los Angeles	90007	(310) 824-5000
CA	7802	Hosseini, Dariush		1371 Westwood Blvd.,	Los Angeles	90024	(310) 821-6656
CA	7803	Hosseini, Dariush		2484 Lincoln Blvd.,	Venice	90291	(310) 855-1899
CA	7804	Patibandla Rao, Malli		902 N. La Cienega Blvd.,	Los Angeles	90069	(310) 839-0999
CA	7805	Hosseini, Dariush		4238 S. Sepulvada Blvd.,	Culver City	90230	(310) 839-0800
CA	7806	Hosseini, Dariush		10616 W. Pico Blvd.,	Los Angeles	90064	(562) 408-1531
CA	7807	Manos, Anthony P.		15500 Paramount Boulevard,	Paramount	90723	(818) 996-9690
CA	7808	Hosseini, Dariush		18957 Ventura Blvd.,	Tarzana	91356	(213) 385-3888
CA	7809	Hamill, R. Brent		4257 W. 3rd St.,	Los Angeles	90020	(805) 933-2771
CA	7810	Hishmeh, Essam M.		431 N Ojai Road, #D,	Santa Paula	93060	(562) 804-4637
CA	7813	Manos, Anthony P.		5538 Del Amo Blvd.,	Lakewood	90713	(909) 335-2500
CA	7814	La Mountain, Doyle		1055 Parkford Drive,	Redlands	92373	(818) 347-6600

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CA	7815	Hosseini, Dariush		21001 Sherman Way , #16,	Canoga Park	91303-3689	(805) 564-4303
CA	7816	Hishmeh, Essam M.		1808 Cliff Drive,	Santa Barbara	93109	(562) 864-9951
CA	7817	Tapia, Fernando		10948 E. Imperial Hwy. #104,	Norwalk	90650	(626) 914-3881
CA	7818	Ryan, Dennis W.		110 W. Foothill Blvd.,	Glendora	91740	(909) 884-6421
CA	7820	La Mountain, Doyle		24986 Third St,	San Bernardino	92410	(909) 881-2521
CA	7821	La Mountain, Doyle		1644 E. Highland Ave., Suite 101,	San Bernardino	92404	(805) 527-7493
CA	7822	Hishmeh, Essam M.		665 E. Los Angeles Avenue, #G,	Simi Valley	93065	(626) 287-0901
CA	7823	Patibandla Rao, Malli		413 W. Las Tunas Dr.,	San Gabriel	91776	(323) 589-7374
CA	7824	Manos, Anthony P.		2717 E. Slauson Ave.,	Huntington Park	90255	(818) 841-8433
CA	7825	Behm, Timothy		1600 W Olive Ave.,	Burbank	91506	(562) 920-8353
CA	7826	Manos, Anthony P.		9353 Alondra Boulevard,	Bellflower	90706	(310) 513-8040
CA	7827	Manos, Anthony P.		1360 N. Avalon Blvd.,	Wilmington	90744	(818) 957-8333
CA	7828	Ferdows, Farnad		2712 Foothill Blvd., Units #B & C,	La Crescenta	91214	(209) 255-0300
CA	7829	DeGrandis, Greg		1290 W. Colony Boulevard Suite 140,	Ripon	95366	(714) 960-6511
CA	7830	Kraniger, Mark J.		21172 Beach Blvd.,	Huntington Beach	92648	(714) 841-3112
CA	7831	Ferdows, Farnad		17421 Beach Blvd.,	Huntington Beach	92647	(530) 965-9090
CA	7832	Ferdows, Farnad		2760 Esplanade, Suite 180,	Chico	95973	(310) 677-1900
CA	7833	Scheiper, Robert J.		901 S. La Brea Ave.,	Inglewood	90301	(714) 538-8881
CA	7835	Hosseini, Dariush		3902 E. Chapman Ave.,	Orange	92869	(310) 549-1600
CA	7836	Scheiper, Robert J.		23565 S. Avalon Blvd.,	Carson	90745	(310) 322-6733
CA	7837	Ferdows, Ommid		130 E Grand Ave., Unit G,	El Segundo	90245	(310) 530-2780
CA	7838	Ferdows, Farnad		1844 Pacific Coast Hwy.,	Lomita	90717	(562) 860-3320
CA	7839	Tapia, Fernando		12210 E. Artesia Boulevard,	Artesia	90701	(310) 316-6172
CA	7840	Manos, Anthony P.		730 S. Pacific Coast Hwy.,	Redondo Beach	90277	(310) 318-3344
CA	7841	Ferdows, Ommid		201 Pacific Coast Hwy.,	Hermosa Beach	90254	(310) 546-5833
CA	7842	Ferdows, Ommid		3001 Sepulveda Blvd., Ste. A,	Manhattan Beach	90266	(562) 691-4555
CA	7843	Manos, Anthony P.		156 W La Habra Blvd.,	La Habra	90631	(714) 447-4444
CA	7844	Hosseini, Dariush		1811 W. Commonwealth Ave., Suite K,	Fullerton	92833	(562) 945-7691
CA	7845	Tapia, Fernando		14712 Whittier Blvd.,	Whittier	90605	(714) 525-5811
CA	7846	Manos, Anthony P.		122 W. Commonwealth Ave.,	Fullerton	92832	(714) 776-0111
CA	7848	Hosseini, Dariush		1235 S. Euclid Street,	Anaheim	92802	(951) 924-1931
CA	7849	Miller, Ryan P.		24578 Sunnymead Blvd., Unit E,	Moreno Valley	92553	(951) 788-4141
CA	7850	Mollaghaseemi-Tabrizi, Gholamhossein		4012 Chicago Avenue,	Riverside	92507	(951) 396-2300

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CA	7851	Mollaghasemi-Tabrizi, Gholamhossein		6170 B Van Buren Blvd.,	Riverside	92503	(951) 737-9000
CA	7852	Hosseini, Adam Dariush		469 Magnolia Avenue, Suite 103,	Corona	92879	(562) 437-4868
CA	7853	Manos, Anthony P.		1158 E. 7th St.,	Long Beach	90813	(951) 785-8888
CA	7854	Mollaghasemi-Tabrizi, Gholamhossein		11170 Magnolia Ave., Suite B,	Riverside	92505	(909) 981-7555
CA	7855	Gibson, Bruce D.		1277 W. Foothill Boulevard,	Upland	91786	(626) 960-3071
CA	7856	Gibson, Bruce D.		857 S. Glendora Avenue,	West Covina	91790	(323) 262-3030
CA	7857	Patibandla Rao, Malli		803 W. Whittier Boulevard,	Montebello	90640	(805) 383-6666
CA	7859	Hishmeh, Essam M.		3661 Las Posas,	Camarillo	93010	(805) 984-4344
CA	7860	Hishmeh, Essam M.		475 W. Channel Islands,	Port Hueneme	93041	(805) 648-1100
CA	7861	Hishmeh, Essam M.		1017 N. Ventura Avenue,	Ventura	93001	(805) 487-5363
CA	7862	Hishmeh, Essam M.		1137 S. Oxnard Blvd.,	Oxnard	93030	(559) 691-4300
CA	7863	Patibandla Rao, Malli		2464 N. Marks Ave.,	Fresno	93722	(760) 384-2800
CA	7864	Schwesinger, Dennis E.		856A North China Lake Blvd.,	Ridgecrest	93555	(818) 368-1157
CA	7866	Hosseini, Dariush		17650 Chatsworth Street,	Granada Hills	91344	(805) 658-0080
CA	7867	Hishmeh, Essam M.		5100 Telegraph Road, #H,	Ventura	93003	(909) 591-7471
CA	7869	Tapia, Fernando		12154 Central Avenue,	Chino	91710	(805) 968-8272
CA	7870	Hishmeh, Essam M.		955 Embarcadero Del Mar,	Isla Vista	93117	(626) 369-5080
CA	7871	Kraniger, Mark J.		1073 N Hacienda Blvd,	La Puente	91744	(805) 966-6131
CA	7873	Hishmeh, Essam M.		617 N. Milpas Street,	Santa Barbara	93103	(818) 891-7991
CA	7874	La Mountain, Doyle		14550 Chase Street #74,	Panorama City	91402	(909) 395-9590
CA	7875	Hosseini, Dariush		1650 East 4th St. #A,	Ontario	91764-2632	(818) 246-3850
CA	7876	Behm, Timothy		723 S. Central Ave.,	Glendale	91204	(661) 251-5605
CA	7877	Schwesinger, Dennis E.		18635 Soledad Canyon Road, Suite 106,	Canyon Country	91351	(760) 266-7555
CA	7878	Syriani, Raja		2315 E. Valley Pkwy., B,	Escondido	92027	(562) 692-9591
CA	7879	Cuesta, Jose I.		8522 Whittier Blvd,	Pico Rivera	90660	(805) 925-8656
CA	7881	Hishmeh, Essam M.		713 East Main Street,	Santa Maria	93454	(805) 735-7777
CA	7882	Hishmeh, Essam M.		700-C North H Street,	Lompoc	93436	(562) 229-3070
CA	7883	Tapia, Fernando		14234 Imperial Hwy.,	La Mirada	90638	(323) 662-6666
CA	7884	Patibandla Rao, Malli		5065 Hollywood Blvd, Ste. 101,	Hollywood	90027	(818) 769-3733
CA	7885	Hosseini, Dariush		5166 B Lankershim Blvd.,	North Hollywood	91601	(310) 832-4521
CA	7886	Manos, Anthony P.		1510 S. Gaffey,	San Pedro	90731	(818) 363-2020
CA	7887	Hosseini, Dariush		16215 Devonshire St., No. 1,	Granada Hills	91344	(562) 492-1323
CA	7888	Manos, Anthony P.		4227 Atlantic Ave.,	Long Beach	90807	(818) 783-3900

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CA	7889	Mahoney, Paul M.		4467 Van Nuys Blvd.,	Sherman Oaks	91403	(805) 544-3636
CA	7890	Hishmeh, Essam M.		866 Foothill Boulevard,	San Luis Obispo	93405	(805) 481-3171
CA	7891	Hishmeh, Essam M.		1231 East Grand Avenue, Suite #107	Arroyo Grande	93420	(805) 937-7233
CA	7892	Hishmeh, Essam M.		3450 Orcutt Road, Building C.1,	Santa Maria	93455	(714) 832-4900
CA	7893	Hosseini, Dariush		14152 Newport Avenue,	Tustin	92780	(626) 369-0999
CA	7894	Patibandla Rao, Malli		15908 Halliburton Rd.,	Hacienda Heights	91745	(310) 327-7266
CA	7895	Munoz, Kenneth W.		15900 - A Crenshaw Blvd.,	Gardena	90249	(209) 730-1233
CA	7896	Turner, D. Craig		1000 C Street, Suite 40,	Galt	95632	(747) 248-1100
CA	7897	Hosseini, Dariush		12501 Burbank Boulevard,	Valley Village	91607	(909) 798-2997
CA	7900	La Mountain, Doyle		107 E. Colton Ave.,	Redlands	92374	(510) 420-1155
CA	7901	Hishmeh, Essam M.		3264 Adeline Street,	Berkeley	94703	(510) 526-9346
CA	7902	Omi, Alexander Roberts		1421 Solano Avenue,	Albany	94706	(925) 944-5400
CA	7903	Brumleve, Dan T.		2521 N Main St,	Walnut Creek	94596	(916) 489-4800
CA	7906	Patibandla Rao, Malli		6306 Fair Oaks Blvd.,	Carmichael	95608	(760) 353-8100
CA	7912	Rea, Samuel L.		422 N. Imperial Ave.,	El Centro	92243	(925) 592-4040
CA	7913	Hishmeh, Essam M.		205 Port Chicago Highway,	Bay Point	94565	(707) 795-8227
CA	7914	Hishmeh, Essam M.		1460 East Cotati Avenue #D,	Rohnert Park	94928	(415) 456-9950
CA	7915	Pattee, Thomas S.		97 Woodland Avenue,	San Rafael	94901	(707) 621-5700
CA	7917	Ferdows, Farnad		728 S State Street,	Ukiah	95482	(925) 846-8888
CA	7918	Sharifi, Sammy M.		3170 Santa Rita Road #A1,	Pleasanton	94566	(650) 355-7300
CA	7919	Vandenberg, Bruce M.		1301C Palmetto Avenue,	Pacifica	94044	(510) 865-8000
CA	7920	Brumleve, Dan T.		1215 Lincoln Avenue,	Alameda	94501	(510) 796-4440
CA	7921	Hishmeh, Essam M.		35248 Newark Blvd.,	Newark	94560	(209) 299-7272
CA	7924	Turner, D. Craig		1045 North Wilson Way,	Stockton	95205	(650) 298-8911
CA	7925	Iqbal, Ali Hassan		100 5th Avenue,	Redwood City	94063	(209) 299-3131
CA	7926	DeGrandis, Greg		16605 South Harlan Rd.,	Lathrop	95330	(650) 344-3030
CA	7927	Salmons, Shawn		169 E. 4th Avenue,	San Mateo	94401	(925) 443-4333
CA	7929	Ferdows, Farnad		2566 Old First Street,	Livermore	94550	(650) 326-6552
CA	7930	Iqbal, Ali Hassan		240-B Cambridge Avenue,	Palo Alto	94306	(650) 964-4001
CA	7931	Ferdows, Farnad		1711 West El Camino Real,	Mountain View	94040	(408) 241-2828
CA	7932	Ferdows, Farnad		3207 Cabrillo Avenue,	Santa Clara	95051	(510) 886-3030
CA	7934	Hishmeh, Essam M.		29619 Mission Blvd.,	Hayward	94544	(650) 994-9440
CA	7935	Vandenberg, Bruce M.		2408 C Junipero Serra Blvd.,	Daly City	94015	(650) 875-9440

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CA	7937	Vandenberg, Bruce M.		1158 Mission Road,	South San Francisco	94080	(510) 440-8200
CA	7939	Hishmeh, Essam M.		40756 Grimmer Blvd.,	Fremont	94538	(209) 669-3131
CA	7941	DeGrandis, Greg		1571 Geer Rd,	Turlock	95380	(209) 233-9182
CA	7942	Holte, Bruno P.		1105 W. Main Street,	Merced	95340	(209) 722-8022
CA	7944	Holte, Bruno P.		3040 Park Ave. Suite E1,	Merced	95348	(209) 357-9866
CA	7945	DeGrandis, Greg		510 East Bellevue Rd.,	Atwater	95301	(219) 812-0088
CA	7946	DeGrandis, Greg		800 Commerce Avenue,	Atwater	95301	(209) 951-3030
CA	7947	Turner, D. Craig		9321 Thornton Road, Suite A,	Stockton	95209	(209) 783-1177
CA	7951	DeGrandis, Greg		1505 W. F Street,	Oakdale	95361	(707) 252-3030
CA	7954	Shehadeh, Issa J.		1700 West Imola Avenue, Unit A,	Napa	94559	(707) 447-4004
CA	7956	Sharifi, Salim M.		153 Peabody Rd. Suite C,	Vacaville	95687	(323) 886-3800
CA	7957	Manos, Anthony P.		10207 S. Central Avenue,	Los Angeles	90002	(916) 971-3033
CA	7961	Patibandla Rao, Malli		2654 Marconi Avenue, Suite 115,	Sacramento	95821	(559) 675-5000
CA	7963	DeGrandis, Greg		2001-G West Cleveland Avenue,	Madera	93637	(818) 882-2200
CA	7966	Hosseini, Dariush		9874 De Soto Avenue,	Chatsworth	91311	(530) 543-1235
CA	7972	Tanner, Ronnie James		987 Edgewood Circle, Unit A, B & C,	S. Lake Tahoe	96150	(925) 427-3030
CA	7973	Hishmeh, Essam M.		2931 Harbor St. Suite K,	Pittsburg	94565	(209) 850-8282
CA	7974	DeGrandis, Greg		1211 W. Monte Vista,	Turlock	95382	(510) 487-8787
CA	7978	Rahim, Abdul Hadi		33600 Alvarado Niles Road,	Union City	94587	(530) 891-5888
CA	7980	Ferdows, Farnad		324 Walnut, Space B,	Chico	95928	(831) 583-8585
CA	7981	Ferdows, Farnad		1759 Lewis Rd., Bldg. 660	Monterey	93944	(669) 242-5344
CA	7982	Ferdows, Farnad		2245 The Alameda,	Santa Clara	95050	(408) 287-3755
CA	7984	Iqbal, Ali Hassan		907 Del Mar Avenue,	San Jose	95128	(408) 578-3030
CA	7985	Ferdows, Farnad		3853 Seven Trees Blvd.,	San Jose	95111	(831) 899-4557
CA	7990	Ferdows, Farnad		1022 Broadway Ave. #B,	Seaside	93955	(831) 883-4040
CA	7991	Ferdows, Farnad		265 Reservation Road, Suite Q,	Marina	93933	(831) 429-9955
CA	7992	Ferdows, Farnad		2391 Mission Street,	Santa Cruz	95060	(408) 842-6970
CA	7993	Ferdows, Farnad		1255 First Street,	Gilroy	95020	(408) 298-3030
CA	7994	Iqbal, Ali Hassan		576 E. Santa Clara Street, Suite 20,	San Jose	95112	(408) 923-3030
CA	7995	Iqbal, Ali Hassan		1909 Tully Road,	San Jose	95122	(530) 303-6777
CA	7996	Turner, D. Craig		1331 Broadway,	Placerville	95667	(323) 380-7711
CA	8000	Patibandla Rao, Malli		7220 W. Sunset Boulevard,	Los Angeles	90046	(714) 534-7444
CA	8100	Hosseini, Dariush		13302 Century Boulevard,	Garden Grove	92843	(415) 381-1900

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CA	8102	Pattee, Thomas S.		247 Shoreline Highway,	Mill Valley	94941	(925) 735-0114
CA	8103	Sharifi, Sammy M.		500 Bollinger Canyon Rd., Unit A2,	San Ramon	94582	(510) 783-9950
CA	8106	Rahim, Abdul Hadi		22962 Clawiter Road, Unit 2,	Hayward	94545	(510) 537-3700
CA	8108	Rahim, Abdul Hadi		22525 Main St.,	Hayward	94541	(323) 563-3030
CA	8109	Hamill, R. Brent		3538 Tweedy Blvd.,	South Gate	90280	(626) 448-3030
CA	8110	Kraniger, Mark J.		4561 Peck Rd,	El Monte	91732	(626) 289-5694
CA	8111	Patibandla Rao, Malli		703 S. Atlantic Blvd.,	Alhambra	91801	(323) 560-6660
CA	8112	Hamill, R. Brent		7021 Atlantic Ave.,	Bell	90201	(310) 826-3030
CA	8113	Ferdows, Ommid		12237 Santa Monica Boulevard,	Los Angeles	90025	(661) 945-9456
CA	8115	Hosseini, Dariush		1007 Avenue East J.,	Lancaster	93535	(661) 943-2456
CA	8116	Hosseini, Dariush		42056 50th St W,	Lancaster	93536	(562) 434-9971
CA	8118	Khazan, Houman		393 Redondo Avenue,	Long Beach	90814	(310) 533-1174
CA	8119	Manos, Anthony P.		1640 B W. Carson St.,	Torrance	90501	(951) 927-1101
CA	8120	Syriani, Raja		4160 E. Florida Ave.,	Hemet	92544	(760) 340-5002
CA	8121	Tapia, Fernando		74580 Hwy. 111 #C-3,	Palm Desert	92260	(818) 768-8833
CA	8122	Patibandla Rao, Malli		8126 Sunland Blvd.,	Sun Valley	91352	(805) 658-9911
CA	8123	Hishmeh, Essam M.		9410 Telephone Rd., Suite A & B	Ventura	93003	(562) 695-2600
CA	8125	Tapia, Fernando		11849 Whittier Blvd.,	Whittier	90601	(626) 579-3030
CA	8126	Patibandla Rao, Malli		1937 Tyler Ave.,	South El Monte	91733	(626) 584-0866
CA	8127	Patibandla Rao, Malli		1935 E. Colorado Blvd.,	Pasadena	91107	(626) 960-5002
CA	8128	Kraniger, Mark J.		14604 Ramona Blvd #3,	Baldwin Park	91706	(323) 758-5500
CA	8129	Hamill, R. Brent		954 W. Manchester Ave.,	Los Angeles	90044	(626) 359-3030
CA	8130	Behm, Nikita Spiroff		1802 Huntington Dr. # A,	Duarte	91010	(323) 463-7044
CA	8131	Patibandla Rao, Malli		6051 Hollywood Boulevard, Suite 106,	Hollywood	90028	(818) 909-0088
CA	8132	La Mountain, Doyle		6805 Sepulveda Blvd,	Van Nuys	91405	(562) 806-4631
CA	8133	Tapia, Fernando		7433 Florence Ave.,	Downey	90240	(415) 647-8400
CA	8134	Vandenberg, Bruce M.		320 Bayshore Boulevard,	San Francisco	94124	(510) 481-0333
CA	8135	Singh, Rajbir		16308 E 14th St,	San Leandro	94578	(510) 222-9100
CA	8137	Hishmeh, Essam M.		1581 Sycamore Ave,	Hercules	94547	(818) 247-3340
CA	8138	Behm, Timothy		1244 W. Glenoaks Blvd.,	Glendale	91201	(530) 662-5353
CA	8139	Delgado, Donna L.		1370 East Main Street,	Woodland	95776	(925) 372-5555
CA	8140	Brumleve, Dan T.		4041 Alhambra Avenue,	Martinez	94553	(626) 584-1976
CA	8141	Patibandla Rao, Malli		633 S. Arroyo Parkway,	Pasadena	91105	(714) 840-9200

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CA	8142	Khazan, Houman		16486 Bolsa Chica St.,	Huntington Beach	92649	(310) 373-3372
CA	8144	Manos, Anthony P.		24404 Hawthorne Blvd.,	Torrance	90505	(661) 831-1000
CA	8146	Mollaghasemi-Tabrizi, Gholamhossein		2501 White Lane, Suite B	Bakersfield	93304	(805) 528-0800
CA	8147	Salletta, Brenda L.		2084 9Th St #A,	Los Osos	93402	(760) 343-0817
CA	8148	Tapia, Fernando		72-440 Ramon Rd., Suite B1	Thousand Palms	92276	(510) 536-3200
CA	8150	Hishmeh, Essam M.		1204 Fruitvale Avenue,	Oakland	94601	(714) 974-3000
CA	8151	Manos, Anthony P.		2143 N. Tustin St., Suite 8,	Orange	92865	(909) 592-2806
CA	8152	Gibson, Bruce D.		706 E. Foothill Blvd.,	San Dimas	91773	(818) 841-3337
CA	8153	Behm, Timothy		433 N. Glenoaks Blvd.,	Burbank	91201	(909) 624-1960
CA	8156	Hosseini, Dariush		366 W. Foothill Boulevard,	Claremont	91711	(323) 756-0080
CA	8157	Scheiper, Robert J.		2101 W. Century Blvd,	Los Angeles	90047	(925) 757-3030
CA	8160	Sharifi, Sammy M.		2333-B Buchanan Rd,	Antioch	94509	(559) 924-3581
CA	8161	Hishmeh, Essam M.		25 West D Street, Suite C,	Lemoore	93245	(626) 791-9285
CA	8164	Patibandla Rao, Malli		2057 N. Los Robles Avenue,	Pasadena	91104	(760) 320-4041
CA	8166	Tapia, Fernando		425 S. Sunrise Way H#9,	Palm Springs	92262	(209) 836-3636
CA	8167	Ferdows, Farnad		708 W. 11th St.,	Tracy	95376	(818) 769-2800
CA	8168	Ferdows, Farnad		10652 Riverside Drive,	North Hollywood	91602	(714) 993-9300
CA	8170	Tapia, Fernando		1913 N. Placentia Avenue,	Placentia	92870	(323) 255-5999
CA	8173	Patibandla Rao, Malli		5524 York Blvd.,	Los Angeles	90042	(626) 331-9911
CA	8174	Gibson, Bruce D.		826 N Glendora Ave,	Covina	91724	(818) 735-5400
CA	8175	Shahrivari, Kiana		30867 E. Thousand Oaks Blvd.,	Westlake Village	91362	(818) 954-9600
CA	8176	Behm, Timothy		2015 Hollywood Way,	Burbank	91505	(559) 431-3001
CA	8177	Patibandla Rao, Malli		6780 North Blackstone Avenue,	Fresno	93710	(310) 273-8600
CA	8180	Manos, Anthony P.		371 S. Doheny Drive,	Beverly Hills	90211	(909) 417-3300
CA	8185	Manos, Anthony P.		3560 W. Temple Ave Suite G,	Pomona	91768	(559) 627-8888
CA	8187	Hishmeh, Essam M.		2011 W. Tulare,	Visalia	93277	(707) 578-6161
CA	8188	Lee, Lin J.		1561 Farmers Lane,	Santa Rosa	95405	(626) 912-1130
CA	8192	Kraniger, Mark J.		1725 S. Nogales,	Rowland Heights	91748	(323) 222-7722
CA	8193	Patibandla Rao, Malli		4815 Valley Blvd., Suite H,	Los Angeles	90032	(408) 736-3666
CA	8194	Ferdows, Farnad		992 W. El Camino Real,	Sunnyvale	94087	(951) 676-0707
CA	8200	Syriani, Raja		31165 Hwy. 79 South G-1,	Temecula	92591	(714) 897-2280
CA	8201	Cuesta, Jose I.		7985 Westminster Blvd.,	Westminster	92683	(323) 756-3030
CA	8205	Manos, Anthony P.		2251 W. Rosecrans Ave. Suite #4,	Compton	90059	(805) 466-7880

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CA	8206	Hishmeh, Essam M.		8305 El Camino Real,	Atascadero	93422	(909) 622-0229
CA	8207	Manos, Anthony P.		1285 S. Garey Avenue,	Pomona	91766	(661) 763-3030
CA	8209	Hishmeh, Essam M.		530 Kern St., Suite A,	Taft	93268	(310) 544-1445
CA	8210	Ferdows, Ommid		865 Silver Spur Rd.,	Rolling Hills Estates	90274	(818) 981-5811
CA	8212	Hosseini, Dariush		17020 Ventura Boulevard,	Encino	91316	(310) 327-0444
CA	8214	Hosseini, Dariush		1544 W. Redondo Beach Blvd.,	Gardena	90247	(909) 673-0383
CA	8215	Tapia, Fernando		2550 S. Vineyard Ave. #B,	Ontario	91761	(415) 988-7407
CA	8217	Vandenberg, Bruce M.		2665 Geneva Avenue, Commercial 2,	Daly City	94014	(909) 880-1831
CA	8219	La Mountain, Doyle		4275 University Pkwy., Suite 104,	San Bernardino	92407	(626) 794-3030
CA	8223	Patibandla Rao, Malli		1400 E. Washington Blvd.,	Pasadena	91104	(310) 216-6886
CA	8224	Hosseini, Dariush		8320 Lincoln Blvd. Ste. 106,	Los Angeles	90045	(805) 640-0080
CA	8225	Hishmeh, Essam M.		11420 N. Ventura Ave., Suite 112-112	Ojai	93023	(310) 219-0008
CA	8226	Manos, Anthony P.		4285 El Segundo Boulevard,	Hawthorne	90250	(323) 268-2000
CA	8227	Hamill, R. Brent		2324 Whittier Blvd., Suite #4,	Los Angeles	90023	(707) 545-8111
CA	8229	Hishmeh, Essam M.		449 Stony Point Road,	Santa Rosa	95401	(562) 861-3030
CA	8230	Tapia, Fernando		7840 Imperial Highway,	Downey	90242	(805) 683-1155
CA	8232	Hishmeh, Essam M.		185 S. Patterson Ave., Suite G,	Goleta	93111	(760) 244-3730
CA	8233	Tapia, Fernando		16967 Main St., Suite 105 & 106,	Hesperia	92345	(805) 684-8371
CA	8234	Ballinas, Mario A.		1039 Casitas Pass Rd.,	Carpinteria	93013	(661) 296-2080
CA	8235	Schwesinger, Dennis E.		27737 Bouquet Canyon Road, Suite 134,	Santa Clarita	91350	(760) 344-1860
CA	8236	Hoffman, Stacy A.		174 West Main St.,	Brawley	92227	(714) 529-7575
CA	8238	Manos, Anthony P.		103 W. Central Blvd. Suite A,	Brea	92821	(408) 253-3030
CA	8240	Iqbal, Ali Hassan		5313 Prospect,	San Jose	95129	(510) 530-6601
CA	8241	Hishmeh, Essam M.		3639 MacArthur Blvd.,	Oakland	94619	(818) 367-3033
CA	8242	Patibandla Rao, Malli		13044 Glenoaks Blvd.,	Sylmar	91342	(818) 897-0355
CA	8243	Hosseini, Dariush		13931 Van Nuys Blvd.,	Arleta	91331	(323) 936-1140
CA	8244	Patibandla Rao, Malli		7125 Beverly Boulevard,	Los Angeles	90036	(619) 296-2220
CA	8245	Tobie, Pamela A.		5265 Linda Vista Rd., Suite 202	San Diego	92110	(661) 397-3030
CA	8246	Mollaghaseemi-Tabrizi, Gholamhossein		6401 White Lane, #111,	Bakersfield	93309	(951) 943-4443
CA	8248	Varner, Russell L.		2560 N. Perris Blvd. Suite #G5,	Perris	92571	(909) 796-1100
CA	8251	La Mountain, Doyle		25715 Redlands Blvd.,	Redlands	92373	(626) 969-3030
CA	8252	Ryan, Dennis W.		734 N. Azusa Ave.,	Azusa	91702	(951) 419-3400
CA	8253	Mollaghaseemi-Tabrizi, Gholamhossein		16090 Perris Blvd. Suite 1A,	Moreno Valley	92551	(760) 256-0668

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CA	8255	Tapia, Fernando		560 E. Virginia Way Unit B,	Barstow	92311	(805) 898-0606
CA	8258	Hishmeh, Essam M.		3006 State St.,	Santa Barbara	93105	(951) 245-2882
CA	8261	Syriani, Raja		16738-K Lakeshore Dr.,	Lake Elsinore	92330	(805) 239-8505
CA	8264	Hishmeh, Essam M.		2138 Spring St.,	Paso Robles	93446	(760) 251-1444
CA	8266	Tapia, Fernando		13900 Palm Dr., Suite E,	Desert Hot Springs	92240	(909) 989-7777
CA	8269	Hosseini, Dariush		10431 Lemon St. #N,	Alta Loma	91737	(818) 349-0995
CA	8270	Hosseini, Dariush		8662 Lindley Avenue,	Northridge	91325	(760) 342-0028
CA	8271	Tapia, Fernando		81942 US Highway 111,	Indio	92201	(818) 768-7888
CA	8273	Hosseini, Dariush		8313 Laurel Canyon Blvd.,	Sun Valley	91352	(626) 913-4044
CA	8274	Kraniger, Mark J.		18770 Amar Road,	Walnut	91789	(510) 839-1952
CA	8276	Hishmeh, Essam M.		3360 Grand Avenue,	Oakland	94610	(831) 372-1999
CA	8278	Ferdows, Farnad		154 Country Club Gate Center,	Pacific Grove	93950	(669) 202-4040
CA	8279	Iqbal, Ali Hassan		2232 Alum Rock Avenue Suite #10,	San Jose	95116	(310) 676-0017
CA	8280	Manos, Anthony P.		15114 Inglewood Ave.,	Lawndale	90260	(323) 737-7700
CA	8282	Hamill, R. Brent		3631 Crenshaw Blvd. Suite 113,	Los Angeles	90016	(714) 774-4494
CA	8283	Manos, Anthony P.		548 S State College Blvd,	Anaheim	92806-4223	(562) 427-6612
CA	8284	Manos, Anthony P.		501 W. Willow St.,	Long Beach	90806	(909) 881-3500
CA	8286	La Mountain, Doyle		795 W. Highland,	San Bernardino	92405	(714) 750-2224
CA	8288	Hosseini, Dariush		12911 Chapman Avenue,	Garden Grove	92840	(323) 667-2323
CA	8289	Patibandla Rao, Malli		3502 W. Sunset Blvd.,	Los Angeles	90026	(408) 259-9090
CA	8290	Iqbal, Ali Hassan		1710 Berryessa Road, #102,	San Jose	95133	(909) 863-1200
CA	8292	La Mountain, Doyle		3654 E. Highland Ave. #1,	Highland	92346	(951) 244-5111
CA	8293	Syriani, Raja		31546 Railroad Canyon Road,	Canyon Lake	92587	(760) 727-6300
CA	8300	Hosseini, Dariush		603 Sycamore Avenue,	Vista	92083	(310) 516-9800
CA	8301	Ferdows, Ommid		633-C E. University,	Carson	90746	(831) 728-4444
CA	8302	Hishmeh, Essam M.		512 Main Street,	Watsonville	95076	(310) 635-1212
CA	8303	Hamill, R. Brent		821 S. Long Beach Boulevard,	Compton	90221	(213) 383-1330
CA	8305	O'Connell, Timothy		270 S. Rampart Blvd.,	Los Angeles	90057	(310) 559-3030
CA	8306	Manos, Anthony P.		2815 S. Robertson Boulevard,	Los Angeles	90034	(805) 988-1544
CA	8307	Hishmeh, Essam M.		2581 E. Vineyard Ave., Suite M,	Oxnard	93036	(909) 783-3030
CA	8308	La Mountain, Doyle		22488 Barton Road,	Grand Terrace	92313	(949) 770-2112
CA	8309	Kraniger, Mark J.		23082 Ridge Route Drive, Suite B,	Lake Forest	92630	(310) 396-9696
CA	8310	Ferdows, Ommid		1865 Lincoln Blvd.,	Santa Monica	90404	(323) 888-1555

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CA	8313	Kraniger, Mark J.		5742 E. Olympic Blvd.,	Commerce	90022	(858) 274-3030
CA	8314	Hosseini, Dariush		2015 Garnet Ave.,	San Diego	92109	(818) 249-5530
CA	8315	Behm, Nikita Spiroff		3430 Ocean View Blvd. #H,	Glendale	91208	(760) 365-7730
CA	8316	Tapia, Fernando		58146 Highway 62,	Yucca Valley	92284	(559) 251-7000
CA	8318	Patibandla Rao, Malli		4543 E. Kings Canyon Rd.,	Fresno	93702	(951) 924-5997
CA	8321	Mollaghasemi-Tabrizi, Gholamhossein		24853 Alessandro Blvd., Suite 5,	Moreno Valley	92553	(909) 866-3555
CA	8322	Gibson, Bruce D.		41234 Big Bear Blvd.,	Big Bear Lake	92315	(951) 787-9999
CA	8326	Mollaghasemi-Tabrizi, Gholamhossein		4100 Central Ave. Unit 105,	Riverside	92506	(951) 674-7766
CA	8327	Syriani, Raja		33982 Mission Trail,Suite C	Wildomar	92595	(805) 523-3030
CA	8330	Hishmeh, Essam M.		393 W. Los Angeles Ave. (aka 393 Los Angeles A	Moorpark	93021	(951) 658-0026
CA	8332	Syriani, Raja		2435 W. Florida Ave.,	Hemet	92545	(805) 686-1177
CA	8333	Hishmeh, Essam M.		1655 Mission Drive,	Solvang	93463	(209) 956-3030
CA	8335	Turner, D. Craig		7908 West Lane #219A,	Stockton	95210	(818) 224-3300
CA	8337	Hosseini, Dariush		22643 Ventura Blvd.,	Woodland Hills	91364	(209) 464-0303
CA	8338	Turner, D. Craig		402 E. Charter Way,	Stockton	95206	(661) 285-7400
CA	8339	Hosseini, Dariush		4604 East Avenue S,	Palmdale	93552	(949) 496-4646
CA	8340	Lam, Danh Cong		24681 La Plaza Unit 130,	Dana Point	92629	(323) 268-3030
CA	8341	Manos, Anthony P.		4746 E. Cesar Chavez Ave.,	East Los Angeles	90022	(818) 686-0303
CA	8342	Patibandla Rao, Malli		12040 Foothill Boulevard, Unit 101 A&B,	Lakeview Terrace	91342	(805) 488-8101
CA	8344	Hishmeh, Essam M.		470 W Pleasant Valley Road,	Oxnard	93033	(559) 298-9111
CA	8345	Patibandla Rao, Malli		63 W. Shaw, Suite 101,	Clovis	93612	(323) 753-6888
CA	8347	Saalabi, Mahmood		5401 S. Figueroa St.,	Los Angeles	90037	(760) 367-2273
CA	8349	Tapia, Fernando		3668 Adobe Rd.,	Twentynine Palms	92277	(760) 615-0055
CA	8350	Tanner, Ronnie James		1337 - 1339 Rocking W Drive,	Bishop	93514	(714) 637-6111
CA	8351	Manos, Anthony P.		5595 E. Santa Ana Canyon Rd.,	Anaheim	92807	(310) 316-8199
CA	8352	Manos, Anthony P.		21028 Hawthorne Blvd.,	Torrance	90503	(714) 979-3030
CA	8354	Hosseini, Dariush		1315 W. Warner Avenue,	Santa Ana	92704	(626) 285-0033
CA	8355	Patibandla Rao, Malli		9443 Las Tunas St., Ste. C,	Temple City	91780	(760) 575-9880
CA	8357	Casey, Shane B.		520407 Basilone Rd.,	Camp Pendleton	92055	(213) 413-8444
CA	8358	Patibandla Rao, Malli		1381-B West Sunset Blvd.,	Los Angeles	90026	(760) 946-2323
CA	8359	Tapia, Fernando		20200 Highway 18, Suite D,	Apple Valley	92307	(714) 565-7900
CA	8360	Hosseini, Dariush		1015 S. Main Street, Suite B,	Santa Ana	92701	(760) 398-3030
CA	8362	Tapia, Fernando		51616 Harrison St.,	Coachella	92236	(909) 371-5100

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CA	8364	Tapia, Fernando		16135 Sierra Lakes Parkway, Ste 250	Fontana	92336	(562) 493-2212
CA	8367	Khazan, Houman		2934 Westminster Ave.,	Seal Beach	90740	(760) 381-8709
CA	8368	Tapia, Fernando		12274 Palmdale Rd. Unit A6,	Victorville	92392	(323) 735-8008
CA	8370	Hamill, R. Brent		3309 West Pico Boulevard,	Los Angeles	90019	(805) 772-6151
CA	8372	Hishmeh, Essam M.		2360 Main Street #B,	Morro Bay	93442	(760) 728-1223
CA	8375	Hosseini, Dariush		1075 S. Mission Road, Suite B,	Fallbrook	92028	(213) 748-7774
CA	8376	Saalabi, Mahmood		1740 S. Hoover,	Los Angeles	90006	(760) 438-3033
CA	8380	Hosseini, Dariush		6986 El Camino Real, Suite A,	Carlsbad	92009	(831) 475-1212
CA	8382	Hishmeh, Essam M.		3555 Clares Street, Suite A,	Capitola	95010	(760) 934-5555
CA	8384	Tanner, Ronnie James		1934 Meridian Blvd.,	Mammoth Lakes	93546	(213) 623-2424
CA	8385	Hamill, R. Brent		740 S. Olive St.,	Los Angeles	90014	(805) 496-6221
CA	8386	Mahoney, Paul M.		2220 N. Moorpark, #104,	Thousand Oaks	91360	(510) 581-3033
CA	8388	Hishmeh, Essam M.		3300 East Castro Valley Blvd., Suite G,	Castro Valley	94552	(949) 249-1522
CA	8389	Kraniger, Mark J.		30242 Crown Valley Parkway, Suite #B-1B,	Laguna Niguel	92677	(714) 777-6700
CA	8390	Gagliardi, Cindy L.		4973 Yorba Ranch Rd., #C,	Yorba Linda	92887	(323) 934-3030
CA	8391	Manos, Anthony P.		5151 W. Pico Boulevard, Unit B,	Los Angeles	90019	(408) 732-3030
CA	8392	Ferdows, Farnad		615 Caliente Drive,	Sunnyvale	94085	(818) 352-0030
CA	8402	Patibandla Rao, Malli		7213 Foothill Boulevard,	Tujunga	91042	(949) 559-1515
CA	8403	Hosseini, Dariush		14130 Culver Drive, Suite G,	Irvine	92604	(818) 880-0550
CA	8405	Behm, Timothy		26500 Agoura Road,	Calabasas	91302	(626) 576-2000
CA	8406	Patibandla Rao, Malli		829 S Atlantic Blvd,	Monterey Park	91754	(858) 452-8273
CA	8407	Hosseini, Dariush		3211 Holiday Court, Suite 103-105,	La Jolla	92037	(760) 564-8525
CA	8409	Tapia, Fernando		78-134 Calle Tampico, Suite 100	La Quinta	92253	(909) 820-3000
CA	8414	Tapia, Fernando		1377 S. Lilac Avenue, #101,	Bloomington	92316	(530) 741-3030
CA	8416	Shehadeh, Issa J.		5999 Lindhurst Avenue,	Marysville	95901	(415) 681-8100
CA	8418	Vandenberg, Bruce M.		3116 Noriega Street,	San Francisco	94122	(951) 360-3330
CA	8419	Tapia, Fernando		4955 Felspar Street, Space E,	Riverside	92509	(415) 387-3030
CA	8421	Vandenberg, Bruce M.		5200 Geary Blvd. Suite D,	San Francisco	94118	(909) 393-8256
CA	8422	Miller, Ryan P.		4200 Chino Hills Pkwy, Ste 345,	Chino Hills	91709	(858) 484-3030
CA	8423	Hosseini, Dariush		9889 Carmel Mountain Rd.,	San Diego	92129	(818) 893-7777
CA	8424	Patibandla Rao, Malli		15245 Roscoe Boulevard,	Panorama City	91402	(951) 769-5777
CA	8431	Taylor, Joney E.		1440 Beaumont Ave., Suite A1,	Beaumont	92223	(323) 587-0300
CA	8432	Manos, Anthony P.		2025 E. Florence Avenue,	Los Angeles	90001	(951) 672-1545

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CA	8433	Syriani, Raja		26920 Cherry Hills Blvd.,	Sun City	92586	(714) 891-8235
CA	8434	Ferdows, Farnad		11921 Beach Blvd.,	Stanton	90680	(661) 822-3444
CA	8435	Hishmeh, Essam M.		1121 Valley Blvd., Suite E,	Tehachapi	93561	(760) 951-1782
CA	8442	Tapia, Fernando		15263 Hook Blvd. Suite #E,	Victorville	92394	(760) 921-3030
CA	8443	Todd, Virgil L.		725 West Hobsonway,	Blythe	92225	(661) 254-0300
CA	8447	Schwesinger, Dennis E.		23329 Lyons Ave. #C,	Valencia	91355	(909) 356-4114
CA	8448	Tapia, Fernando		8127 Mulberry Avenue, Suite #101,	Fontana	92335	(949) 472-5050
CA	8449	Gagliardi, Cindy L.		27230 Lapaz, Suite M,	Mission Viejo	92692	(310) 673-9090
CA	8452	Scheiper, Robert J.		955 N. Labrea Avenue,	Inglewood	90302	(323) 225-1080
CA	8458	Patibandla Rao, Malli		2933 Division St.,	Los Angeles	90065	(949) 493-3030
CA	8459	Gagliardi, Cindy L.		32211Camino Capistrano, E-102,	San Juan Capistrano	92675	(925) 827-3030
CA	8461	Brumleve, Dan T.		3544 Clayton Rd.,	Concord	94519	(661) 294-0200
CA	8465	Schwesinger, Dennis E.		31744 Castaic Rd., Ste. 102,	Castaic	91384	(951) 698-5581
CA	8468	Syriani, Raja		26684 Margarita Rd. #105/106,	Murrieta	92563	(707) 394-8080
CA	8470	Delgado, Donna L.		1450 Ary Lane Suite A,	Dixon	95620	(760) 326-3030
CA	8475	Ferdows, Farnad		1036 E. Broadway St.,	Needles	92363	(949) 642-3311
CA	8477	Tapia, Fernando		230 E. 17th Street, Suite 110,	Costa Mesa	92627	(760) 778-5555
CA	8485	Tapia, Fernando		31855 #7 Date Palm Dr.,	Cathedral City	92234	(925) 625-5555
CA	8486	Brumleve, Dan T.		4530 Main St.,	Oakley	94561	(805) 929-5050
CA	8488	Hishmeh, Essam M.		129 S. Frontage Rd.,	Nipoma	93444	(559) 486-7000
CA	8489	Patibandla Rao, Malli		1129 C Street,	Fresno	93706	(818) 247-9500
CA	8491	Behm, Timothy		1428 E. Colorado Street, Unit D,	Glendale	91205	(949) 376-0333
CA	8493	Gagliardi, Cindy L.		1100 S. Coast Hwy., Suite 205,	Laguna Beach	92651	(530) 244-3030
CA	8500	Schubert, Craig		916 E. Cypress Ave. Suite 100,	Redding	96002	(619) 656-3232
CA	8503	Hosseini, Dariush		943-C Otay Lakes Road,	Chula Vista	91913	(858) 794-2929
CA	8505	Hosseini, Dariush		3485 Del Mar Heights Rd., Suite A5,	San Diego	92130	(760) 575-9850
CA	8506	Casey, Shane B.		13030 Vandegrift Boulevard,	Camp Pendleton	95055	(949) 222-0333
CA	8508	Meussner, Harry J.		2272 Michelson Dr.,	Irvine	92612	(714) 435-7900
CA	8509	Hosseini, Dariush		1510 Baker Street,	Costa Mesa	92626	(949) 855-2223
CA	8510	Gobrial, Nehad E.		29200 Portola Pkwy.,	Lake Forest	92630	(951) 656-2222
CA	8511	Mollaghaseemi-Tabrizi, Gholamhossein		19510 Van Buren Blvd., Suite F-8,	Riverside	92508	(408) 448-3722
CA	8512	Belfatti, Richard D. III		1659 Branham Lane Suite G,	San Jose	95118	(949) 888-8555
CA	8513	Gobrial, Nehad E.		31961 Dove Canyon Dr., Suite A,	Trabuco Canyon	92679	(310) 265-4999

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CA	8514	Ferdows, Farnad		31240 Palos Verdes Drive West,	Rancho Palos Verdes	90275	(510) 494-8094
CA	8516	Lewis, Daniel W.		38487 N. Fremont Blvd.,	Fremont	95436	(949) 673-3653
CA	8518	Pineda, Maribel		3536 E. Pacific Coast Hwy., #B,	Corona Del Mar	92625	(916) 726-3030
CA	8519	Patibandla Rao, Malli		7218 Auburn Blvd.,	Citrus Heights	95610	(916) 627-1214
CA	8520	Patibandla Rao, Malli		8118 Gerber Road,	Sacramento	95828	(707) 442-3030
CA	8521	Ferdows, Farnad		500 5th Street,	Eureka	95501	(916) 884-0777
CA	8523	Patibandla Rao, Malli		751 Sterling Parkway, Suite 300,	Lincoln	95648	(510) 452-2600
CA	8527	Hishmeh, Essam M.		314 Broadway,	Oakland	94607	(530) 529-5555
CA	8528	Schubert, Craig		333 South Main Street, Suite A,	Red Bluff	96080	(831) 637-7788
CA	8530	Flaherty, Scott J.		601 McCray St.,Suite #102	Hollister	95023	(916) 302-4000
CA	8531	Patibandla Rao, Malli		829 Harbor Boulevard,	W. Sacramento	95691	(831) 753-7992
CA	8533	Elyasi, Mohsen		1033 East Alisal Street, Suite D,	Salinas	93905	(408) 270-6000
CA	8536	Iqbal, Ali Hassan		2766 Aborn Road,	San Jose	95121	(760) 830-1700
CA	8537	Tapia, Fernando		Marine Corps Air Ground Combat Center,Bldg 153	Twentynine Palms	92278	(530) 756-5161
CA	8538	Delgado, Donna L.		2038 Lyndell Terrace, Suite 103,	Davis	95616	(510) 232-6300
CA	8539	Hishmeh, Essam M.		3431D Macdonald Ave.,	Richmond	94805	(626) 351-6020
CA	8540	Ferdows, Farnad		3617 East Foothill Boulevard,	Pasadena	91107	(916) 822-8999
CA	8541	Patibandla Rao, Malli		10923 Olson Dr.,	Rancho Cordova	95670	(805) 435-8399
CA	8542	Mahoney, Paul M.		723 E. Thousand Oaks Blvd.,	Thousand Oaks	91360	(619) 575-4160
CA	8544	Hosseini, Dariush		3388 Palm Avenue, Suite 100,	San Diego	92154	(858) 485-0330
CA	8545	Hosseini, Dariush		15817 Bernardo Center Drive, Suite 102,	San Diego.	92127	(310) 454-1035
CA	8546	Hosseini, Dariush		16605 Sunset Blvd., Suite 103,	Pacific Palisades	90272	(949) 380-4150
CA	8547	Hosseini, Dariush		22972 Moulton Parkway, Suite 102,	Laguna Hills	92653	(760) 729-1556
CA	8548	Hosseini, Dariush		1854 Marron Ave., Suite M-2,	Carlsbad	92008	(951) 654-0506
CA	8549	Syriani, Raja		671 N. State Street,	San Jacinto	92583	(760) 430-7180
CA	8550	Hosseini, Dariush		20845 Vandergrift Dr., Suite 107,	Camp Pendleton	92055	(858) 530-8750
CA	8551	Hosseini, Dariush		Building 5305 Miramar Way,Miramar MCAS	San Diego	92145	(661) 213-3500
CA	8552	Hishmeh, Essam M.		3603 Coffee Road, Suite 100,	Bakersfield	93308	(559) 595-0555
CA	8553	Guantes, Juan G. Flores		450 West El Monte Way, Suite A,	Dinuba	93618	(707) 645-0555
CA	8554	Hishmeh, Essam M.		1776 Tuolumne Street,	Vallejo	94589	(619) 465-4123
CA	8555	Hosseini, Dariush		8726 Lake Murray Boulevard, Suite C2,	San Diego	92119	(619) 264-1000
CA	8556	Hosseini, Dariush		4415 Imperial Avenue, Suite A,	San Diego	92113	(925) 350-4444
CA	8557	Brumleve, Dan T.		2745 Hillcrest Avenue,	Antioch	94531	(916) 686-8800

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CA	8558	Patibandla Rao, Malli		9171 Elk Grove Florin Rd., Suite 4,	Elk Grove	95624	(916) 721-0304
CA	8559	Patibandla Rao, Malli		8008 Walerga Road, Suite 400,	Antelope	95843	(916) 787-0430
CA	8560	Patibandla Rao, Malli		5131 Foothills Blvd., Suite 7,	Roseville	95747	(760) 753-1855
CA	8561	Hosseini, Dariush		415 Santa Fe Drive, Suite #102,	Encinitas	92024	(619) 660-9088
CA	8562	Hosseini, Dariush		3707 Avocado Boulevard,	La Mesa	91941	(707) 425-4456
CA	8563	Shehadeh, Issa J.		3083 Travis Blvd.,	Fairfield	94534	(562) 263-3020
CA	8564	Tapia, Fernando		13297 South Street,	Cerritos	90703	(949) 200-3610
CA	8565	Tapia, Fernando		1927 Harbor Blvd., Suite C,	Costa Mesa	92627	(707) 649-2640
CA	8566	Hishmeh, Essam M.		100 Robles Way, Suite #5,	Vallejo	94591	(916) 504-3030
CA	8568	Patibandla Rao, Malli		3119 Broadway,	Sacramento	95817	(916) 504-3399
CA	8569	Patibandla Rao, Malli		1901 J Street, Unit C,	Sacramento	95816	(209) 633-0000
CA	8570	DeGrandis, Greg		107 West North Street, Suite 101,	Manteca	95336	(951) 566-9888
CA	8571	Syriani, Raja		28039 Scott Rd., Unit A,	Murrieta	92563	(951) 566-0101
CA	8572	Syriani, Raja		36520 Temeku St.,	Murrieta	92563	(916) 672-6630
CA	8573	Patibandla Rao, Malli		2221 Sunset Boulevard, Suite 123,	Rocklin	95765	(661) 258-4907
CA	8574	Hosseini, Dariush		1100 Kincheloe Ave., Bldg. 7210,	Edwards AFB	93524	(951) 273-1856
CA	8575	Hosseini, Dariush		2621 Green River Road, Suite 104,	Corona	92882	(707) 762-1000
CA	8576	Hishmeh, Essam M.		10 East Washington Street,	Petaluma	94952	(209) 491-2570
CA	8577	Ferdows, Farnad		838 Oakdale Road,	Modesto	95355	(916) 504-4000
CA	8578	Patibandla Rao, Malli		7385 Greenhaven Drive,	Sacramento	95831	(916) 773-3030
CA	8580	Patibandla Rao, Malli		8405 Sierra College Boulevard, Suite A,	Roseville	95661	(408) 351-4040
CA	8581	Iqbal, Ali Hassan		2682 Union Avenue,	San Jose	95124	(916) 283-8000
CA	8582	Patibandla Rao, Malli		2326 Fair Oaks Blvd., Suite A,	Sacramento	95825	(916) 974-4400
CA	8583	Patibandla Rao, Malli		1500 West El Camino Ave., Unit 9,	Sacramento	95833	(916) 983-3003
CA	8584	Patibandla Rao, Malli		421 Blue Ravine Road, Suite 300,	Folsom	95630	(707) 419-6100
CA	8585	Shehadeh, Issa J.		461 Skymaster Circle, Building 650,	Travis AFB	94535	(760) 704-0050
CA	8586	Hosseini, Dariush		3451 Via Montebello, Suite 186,	Carlsbad	92009	(209) 541-1887
CA	8587	Ferdows, Farnad		1630 E. Hatch Road, Suite E,	Modesto	95351	(209) 869-4333
CA	8588	Turner, D. Craig		305 S. Hutchins Street,	Lodi	95240	(415) 878-5555
CA	8589	Hishmeh, Essam M.		975 Diablo Ave., Space No. 102 A,	Novato	94947	(949) 481-6333
CA	8591	Gobrial, Nehad E.		1501 Corporate Drive,	Ladera Ranch	92694	(909) 361-4821
CA	8592	La Mountain, Doyle		1136 N. Mt. Vernon, Space 101,	San Bernardino	92411	(916) 254-5000
CA	8593	Patibandla Rao, Malli		4540 Florin Road, Suite B,	Sacramento	95823	(559) 412-2010

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CA	8594	Patibandla Rao, Malli		1170 E. Champlain Ave., Suite 101,	Fresno	93720	(619) 419-1800
CA	8595	Hosseini, Dariush		4360 Bonita Road,	Bonita	91902	(619) 881-8800
CA	8596	Hosseini, Dariush		126 W. Washington Street, Suite A,	San Diego	92103	(858) 375-7575
CA	8597	Hosseini, Dariush		13624 Poway Rd., Suite 120,	Poway	92064	(619) 344-0850
CA	8657	Hosseini, Dariush		MCRD Recreation Center,3806 Chosin Ave.	San Diego	92110	(916) 283-3075
CA	8680	Patibandla Rao, Malli		9427 Madison Ave.,	Orangetown	95662	(669) 238-4300
CA	8681	Hishmeh, Essam M.		100 Dixon Road,	Milpitas	95035	(657) 261-7272
CA	8682	Hosseini, Dariush		6622 Irvine Center Drive,	Irvine	92618	(657) 335-4500
CA	8683	Hosseini, Dariush		934 S. Harbor Boulevard,	Santa Ana	92704	(916) 330-2100
CA	8684	Patibandla Rao, Malli		9527 Folsom Boulevard, Suite A,	Sacramento	95827	(916) 246-4100
CA	8685	Patibandla Rao, Malli		4401 Gateway Park Boulevard, Suite 120,	Sacramento	95834	(916) 684-3333
CA	8686	Patibandla Rao, Malli		4720 Elk Grove Boulevard, Suite 180,	Elk Grove	95758	(805) 741-3777
CA	8687	Hishmeh, Essam M.		10400 Community Loop,	Vandenberg AFB	93437	(209) 593-2121
CA	8688	Ferdows, Farnad		1419 Standiford Avenue, Suite 1,	Modesto	95350	(530) 672-8700
CA	8689	Patibandla Rao, Malli		3000 Green Valley Road, Suite 16,	Cameron Park	95682	(209) 737-0840
CA	8690	Ferdows, Farnad		2220 East Pacheco Blvd., Suite A,	Los Banos	93635	(209) 451-0050
CA	8691	Turner, D. Craig		2233 Grand Canal Boulevard, Suite 202,	Stockton	95207	(661) 271-2700
CA	8692	Schwesinger, Dennis E.		27530 Newhall Ranch Road, Suite 107,	Valencia	91355	(562) 270-7030
CA	8693	Manos, Anthony P.		1315 Long Beach Blvd.,	Long Beach	90813	(559) 353-2939
CA	8694	Patibandla Rao, Malli		3307 N. Cedar Avenue,	Fresno	93726	(760) 972-4766
CA	8695	Tapia, Fernando		82-900 Avenue 42, Suite F101,	Indio	92203	(530) 204-1212
CA	8696	Delgado, Donna L.		4120 Chiles Street,	Davis	95618	(510) 556-5100
CA	8697	Hishmeh, Essam M.		14350 Laurie Lane, Suite K,	San Pablo	94806	(760) 503-5911
CA	8699	Tapia, Fernando		12130 Hesperia Rd., Suite A,	Victorville	92395	(303) 577-3030
CO	6195	Hamill, R. Brent		12302 East 104th Place, Unit 101,	Commerce City	80022	(303) 703-9494
CO	6200	Hamill, R. Brent		6709 W. Coal Mine Avenue, Unit C/103,	Littleton	80123	(303) 777-6655
CO	6201	Hamill, R. Brent		2101 South Downing Street,	Denver	80210	(303) 922-6293
CO	6202	Hamill, R. Brent		906-910 S. Sheridan Blvd.,	Denver	80226	(303) 781-6647
CO	6203	Rea, Michael S.		3920 S. Broadway,	Englewood	80113	(303) 232-1447
CO	6204	Hamill, R. Brent		7205 West Colfax Avenue, Suite 101B,	Lakewood	80214	(303) 278-7241
CO	6205	Haydon, James B.		2600 East Street, Ste. D,	Golden	80401	(303) 935-3556
CO	6206	Hamill, R. Brent		2926-2930 W. Jewell Ave.,	Denver	80219	(303) 431-5555
CO	6207	Hamill, R. Brent		3890 Kipling St., Unit B,	Wheat Ridge	80033	(303) 458-0567

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CO	6208	Hamill, R. Brent		2917 West 38th Avenue,	Denver	80211	(303) 988-4795
CO	6209	Hamill, R. Brent		2585 S. Lewis Way, Unit A,	Lakewood	80227	(303) 954-8022
CO	6210	Whiting, Troy A.		796 E. Kiowa Ave.,	Elizabeth	80107	(303) 758-8050
CO	6211	Rea, Michael S.		1136 S. Colorado Blvd.,	Glendale	80246	(303) 797-7889
CO	6212	Rea, Michael S.		91 W Mineral Ave.,	Littleton	80120	(303) 360-9091
CO	6213	Rea, Michael S.		15355 E Colfax Ave.,	Aurora	80011	(303) 696-8777
CO	6214	Rea, Michael S.		12405 E. Mississippi Ave.,	Aurora	80012	(303) 693-9993
CO	6215	Rea, Michael S.		5698 S. Himalaya St.,	Aurora	80015	(303) 758-4444
CO	6216	Rea, Michael S.		7115 E Hampden Ave., Suite #C,	Denver	80224	(303) 751-9500
CO	6217	Rea, Michael S.		15281 E Mississippi,	Aurora	80012	(303) 779-8877
CO	6218	Rea, Michael S.		5210 E. Arapahoe Road,	Centennial	80122	(303) 779-8202
CO	6219	Rea, Michael S.		10909 E. Arapahoe Pl #105,	Centennial	80112	(303) 693-7696
CO	6220	Rea, Michael S.		18707 E. Hampden Ave.,	Aurora	80013	(303) 355-5551
CO	6221	Rea, Michael S.		8031 E. Colfax Ave.,	Denver	80220	(303) 423-5553
CO	6222	Dolan, Charles S.		5804 Ward Rd. Unit A,	Arvada	80002	(303) 426-9815
CO	6223	Dolan, Charles S.		9592 Federal Blvd.,	Federal Heights	80260	(303) 425-0993
CO	6224	Dolan, Charles S.		8757 Wadsworth Blvd.,	Arvada	80003	(970) 669-8512
CO	6225	DelGrosso, Brian		1119 Eagle Dr.,	Loveland	80537	(970) 353-6500
CO	6226	Feavel, Jay B.		3521 W. 10th St.,	Greeley	80634	(303) 466-4664
CO	6228	Hamill, R. Brent		5159 W 120th Ave.,	Broomfield	80020	(303) 377-5858
CO	6229	Rea, Michael S.		4030 Colorado Blvd.,Suite 102	Denver	80216	(970) 573-7070
CO	6230	Feavel, Jay B.		7008 10th Street Suite 300,	Greeley	80634	(303) 449-9080
CO	6231	Romano, Patrick		1538 28th St.,	Boulder	80302	(303) 772-3030
CO	6232	Romano, Patrick		1106 Main St.,	Longmont	80501	(720) 738-3030
CO	6233	Romano, Patrick		558 Castle Pines Parkway, Suite B1,	Castle Rock	80108	(970) 663-2880
CO	6234	DelGrosso, Brian		1385 Sculptor Dr.,	Loveland	80537	(970) 484-3030
CO	6235	Feavel, Jay B.		2110 W. Elizabeth St.,	Fort Collins	80521	(303) 248-3630
CO	6236	Hamill, R. Brent		5801 West 44th Ave Unit F,	Lakeside	80212	(970) 351-6771
CO	6237	Feavel, Jay B.		2412 8th Ave.,	Greeley	80631	(970) 226-3030
CO	6238	Feavel, Jay B.		901 E. Harmony Rd.,Unit 120	Fort Collins	80525	(303) 450-6262
CO	6239	Hamill, R. Brent		3941 East 120th Avenue,	Thornton	80233	(303) 288-5522
CO	6240	Hamill, R. Brent		2400 East 88th, Unit L,	Denver	80229	(720) 727-8143
CO	6241	Romano, Patrick		627 Ken Pratt,	Longmont	80501	(303) 972-4600

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CO	6243	Hamill, R. Brent		11757 W. Ken Caryl Avenue, Unit C,	Littleton	80127	(303) 650-6464
CO	6245	Hamill, R. Brent		5171 W. 64th Ave.,	Arvada	80003	(719) 434-9996
CO	6246	Williams, Craig K.		9673 Prominent Point, Suite 100,	Colorado Springs	80924	(303) 498-0749
CO	6247	Romano, Patrick		6545 Gunpark Dr., Suite 210/230,	Boulder	80301	(303) 972-9792
CO	6248	Hamill, R. Brent		9906 West Belleview Ave.,	Littleton	80123	(303) 235-0353
CO	6249	Haydon, James B.		11102 W Colfax Ave,	Lakewood	80215	(719) 576-3850
CO	6251	Williams, Craig K.		1737 B Street,	Colorado Springs	80906	(719) 475-0380
CO	6252	Williams, Craig K.		1102 N. Circle Drive,	Colorado Springs	80909	(719) 390-7901
CO	6253	Williams, Craig K.		6890 Mesa Ridge Pkwy.,	Fountain	80917	(719) 475-0945
CO	6254	Williams, Craig K.		1823 S Nevada Ave.,	Colorado Springs	80905	(719) 599-9200
CO	6255	Williams, Craig K.		5168 N. Academy,	Colorado Springs	80918	(719) 574-0950
CO	6256	Mand, The Estate of, Anthony S.		6870 Galley Rd.,	Colorado Springs	80915	(719) 444-8888
CO	6257	Mand, The Estate of, Anthony S.		330 North Wahsatch,	Colorado Springs	80903	(719) 390-5066
CO	6258	Mand, The Estate of, Anthony S.		3025 Jet Wing Drive,	Colorado Springs	80916	(719) 260-9595
CO	6259	Williams, Craig K.		205 West Rockrimmon Blvd., Suite C,	Colorado Springs	80919	(719) 598-8800
CO	6260	Mand, The Estate of, Anthony S.		204 Mount View Lane,Suite #14	Colorado Springs	80907	(719) 633-3500
CO	6261	Williams, Craig K.		3302 W Colorado Avenue,	Colorado Springs	80904	(719) 594-0400
CO	6262	Williams, Craig K.		7055 Lexington Blvd.,	Colorado Springs	80920	(719) 574-3900
CO	6263	Williams, Craig K.		6033 Barnes Rd.,	Colorado Springs	80922	(970) 945-0330
CO	6265	Treleven, Anthony		2404 S. Glen Avenue,	Glenwood Springs	81601	(970) 468-7744
CO	6266	Haydon, James B.		324 U.S. Highway 6, #20,	Dillon	80435	(970) 879-4811
CO	6267	Haydon, James B.		255 Anglers Drive,Building B, Suite C	Steamboat Springs	80487	(719) 301-7778
CO	6270	Williams, Craig K.		1830 Main St.,Suite 130	Colorado Springs	80911	(719) 561-9300
CO	6271	Mand, The Estate of, Anthony S.		1501 S. Prairie Avenue,	Pueblo	81005	(719) 545-2211
CO	6272	Mand, The Estate of, Anthony S.		2250 Santa Fe Drive,	Pueblo	81006	(719) 545-5555
CO	6273	Mand, The Estate of, Anthony S.		200 W. 29th Street,	Pueblo	81008	(720) 770-1212
CO	6274	Haydon, James B.		25597 Conifer Rd,	Conifer	80433	(719) 275-1631
CO	6275	Mand, The Estate of, Anthony S.		1003 Royal Gorge Boulevard,	Canon City	81212	(720) 774-6226
CO	6276	Dolan, Charles S.		1407 W. 84th Avenue, Suite D3b,	Denver	80260	(970) 949-3230
CO	6277	Haydon, James B.		51 Beaver Creek Place,	Avon	81620	(970) 295-4990
CO	6279	Feavel, Jay B.		4650 Signal Tree Drive, Unit 1700,Bldg. A	Timmeth	80547	(970) 245-4545
CO	6280	Tait, Peter J.		904 North Ave.,	Grand Junction	81501	(970) 522-3030
CO	6283	DelGrosso, Brian		701 W. Main Street,	Sterling	80538	(970) 867-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CO	6284	DelGrosso, Brian		1107 W. Platte Ave.,	Fort Morgan	80701	(720) 798-4500
CO	6285	Dolan, Charles S.		14749 W 87th Parkway Unit F,	Arvada	80005	(303) 665-0300
CO	6286	Romano, Patrick		956 W. Cherry St., Suite 104B,	Louisville	80027	(970) 249-2314
CO	6289	Treleven, Anthony		811 E. Main Street,	Montrose	81401	(970) 259-3660
CO	6290	Bailey, Brian K.		1485 Florida Rd., Building A, Suite 101,	Durango	81301	(719) 589-9091
CO	6291	Bailey, Brian K.		1109 6th Street,	Alamosa	81101	(303) 840-4561
CO	6292	Romano, Patrick		10471 S. Parker Rd., Unit 1C,	Parker	80134	(970) 243-3639
CO	6293	Treleven, Anthony		2249 Broadway, Unit 102A,	Grand Junction	81507	(970) 241-3733
CO	6294	Whiting, Troy A.		510 30 Rd.,	Grand Junction	81504	(970) 241-1513
CO	6296	Treleven, Anthony		2674 Highway 50,	Grand Junction	81503	(303) 716-1616
CO	6297	Hamill, R. Brent		3460 Park Ave. West, Suite E,	Denver	80216	(303) 969-9999
CO	6299	Hamill, R. Brent		18630 E. 48th Avenue,	Denver	80249	(719) 481-4100
CO	6332	Williams, Craig K.		13461 Voyager Parkway,	Colorado Springs	80921	(303) 674-3030
CO	6334	Haydon, James B.		1153 Bergen Pkwy.,	Evergreen	80439	(970) 707-4199
CO	6335	Bailey, Brian K.		720 North Main Street,	Gunnison	81230	(970) 824-4855
CO	6337	Haydon, James B.		1111 W. Victory Way,Ste. 124	Craig	81625	(970) 704-0330
CO	6338	Treleven, Anthony		1089 Hwy. 133,	Carbondale	81623	(970) 686-5500
CO	6339	DelGrosso, Brian		1555 Main St.,Suite A-1	Windsor	80550	(303) 831-4242
CO	6342	Hamill, R. Brent		1280 Grant Street,	Denver	80203	(970) 874-5678
CO	6344	Bailey, Brian K.		350 Stafford Lane Suite 3512,	Delta	81416	(970) 625-0505
CO	6348	Treleven, Anthony		1248 Railroad Rd.,	Rifle	81650	(303) 576-0065
CO	6349	Hamill, R. Brent		4701 Peoria St., Suite 116,	Denver	80239	(970) 407-1073
CO	6353	Feavel, Jay B.		732 S. Lemay, Ste. A,	Fort Collins	80524	(719) 687-5310
CO	6355	Williams, Craig K.		605 West Midland Avenue,	Woodland Park	80863	(720) 348-1222
CO	6356	Romano, Patrick		9579 S. University Blvd., Suite 130,	Highlands Ranch	80126	(720) 685-3334
CO	6357	Hamill, R. Brent		530 East Bromley Lane, Suite 110,	Brighton	80601	(719) 547-1444
CO	6359	Mand, The Estate of, Anthony S.		101 South McCulloch Blvd.,	Pueblo West	81007	(970) 858-2302
CO	6362	Treleven, Anthony		225 E. Aspen Avenue, Unit B,	Fruita	81521	(970) 565-7373
CO	6363	Bailey, Brian K.		2224 East Main Street,	Cortez	81321	(719) 494-1899
CO	6365	Williams, Craig K.		7376 McLaughlin Road, Unit K,	Falcon	80831	(970) 586-8181
CO	6366	DelGrosso, Brian		457 E. Wonderview Ave.,Unit C2	Estes Park	80517	(303) 660-1222
CO	6367	Romano, Patrick		695 Jerry St., Suite 108,	Castle Rock	80104	(719) 784-4503
CO	6368	Mand, The Estate of, Anthony S.		401 E. Main St.,Suite E	Florence	81226	(719) 219-0603

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
CO	6369	Mand, The Estate of, Anthony S.		481 Highway 105, Suite 200,	Monument	80132	(303) 684-0123
CO	6370	DelGrosso, Brian		11078 Cimarron Street, Unit 5A,	Firestone	80504	(303) 664-5111
CO	6371	Romano, Patrick		3335 Arapahoe Ave.,	Erie	80516	(303) 857-1201
CO	6372	DelGrosso, Brian		1200 Dexter Street,Unit W-8	Fort Lupton	80621	(970) 587-7887
CO	8600	DelGrosso, Brian		28 S. Parish St.,	Johnstown	80534	(970) 568-4336
CO	8650	DelGrosso, Brian		7670 5th Street,	Wellington	80549	(719) 539-1999
CO	8651	Bailey, Brian K.		150 East U.S. Highway 50,	Salida	81201	(970) 285-9296
CO	8652	Treleven, Anthony		28 Cardinal Way,	Parachute	81635	(719) 395-3331
CO	8653	Bailey, Brian K.		12916 Hwy. 24/285, Unit B,	Buena Vista	81211	(303) 617-3030
CO	8654	Whiting, Troy A.		22651 E. Aurora Parkway, #6,	Aurora	80016	(303) 662-1900
CO	8655	Romano, Patrick		11800 Oswego Street, Unit D25,	Englewood	80112	(970) 777-0330
CO	8656	Treleven, Anthony		150 Cooley Mesa Rd.,Suite A	Gypsum	81637	(970) 685-4075
CO	8658	DelGrosso, Brian		237 W. 64th Street,	Loveland	80538	(303) 367-3008
CO	8659	Rea, Michael S.		365 N. Telluride, Mail Stop 76,	Buckley AFB Aurora	80011	(303) 644-4400
CO	8660	Rea, Michael S.		550 E. Colfax Ave.,	Bennett	80102	(720) 460-3555
CO	8661	Hamill, R. Brent		13644 Orchard Parkway, Suite 500,	Westminster	80234	(970) 612-9200
CO	8662	DelGrosso, Brian		201 S. Elm. Ave., Units 209 & 210,	Eaton	80615	(720) 575-7272
CO	8663	Haydon, James B.		8351 North Rampart Range Road, Unit C-107,	Littleton	80125	(719) 377-6868
CO	8664	Williams, Craig K.		1510 Chiles Ave.,	Fort Carson	80913	(720) 542-8897
CO	8665	Rea, Michael S.		4260 South Chambers Road,	Aurora	80014	(719) 434-9989
CO	8666	Williams, Craig K.		2302 Cadet Dr., Bldg. 2302,	US Air Force Academy	80840	(303) 322-3448
CO	8667	Hamill, R. Brent		7505 E. 35th St., Suite 305,	Denver	80238	(719) 259-3030
CO	8668	Bailey, Brian K.		416 University St.,	Trinidad	81082	(303) 353-4045
CO	8669	Rea, Michael S.		8450 East Iliiff Avenue, Unit #3,	Denver	80231	(860) 572-8030
CT	3279	Amaral, Nuno M.		242 Greenmanville Rd.,	Stonington	06378	(860) 774-4442
CT	3282	Gesualdi , Nancy		1070 N. Main St.,	Dayville	06378	(860) 620-9500
CT	3283	Iqbal, Mohammed		200 Main Street,	Southington	06489	(860) 618-7000
CT	3397	Chowdhury, Rahman		95 South Main Street,	Torrington	06790	(203) 805-7000
CT	3919	Ansari, Massoud		850 Bridgeport Ave,	Shelton	06484	(203) 284-0500
CT	3926	Uddin, Mohammed J.		600 North Colony Rd.,	Wallingford	06492	(203) 881-6567
CT	3927	Ahmad, Nasir U.		144 Oxford Rd,	Oxford	06478	(860) 870-4545
CT	3928	Warren, Neil A.		36 Windsor Ave.,	Vernon	06066	(860) 552-4829
CT	4000	Prior, Lee S.		266 East Main Street,	Clinton	06413	(860) 225-6644

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CT	4001	Cookston, Robert L. III		1523-B Stanley Street,	New Britain	06053	(860) 969-4777
CT	4002	Chowdhury, Rahman		699 Park Avenue,	Bloomfield	06002	(860) 246-8333
CT	4003	Chowdhury, Rahman		312 Farmington Avenue,	Hartford	06105	(860) 548-0050
CT	4005	Chowdhury, Rahman		738 Maple Ave.,	Hartford	06114	(860) 232-4000
CT	4007	Warren, Neil A.		1143-C New Britain Ave.,	W. Hartford	06119	(860) 265-2424
CT	4009	Gesualdi , Nancy		920 Enfield St.,	Enfield	06082	(860) 645-6000
CT	4010	Warren, Neil A.		23 Main St.,	Manchester	06042	(860) 569-1700
CT	4011	Islam, Mohammed D		775 Silver Lane,Unit 2A	East Hartford	06118	(203) 437-7177
CT	4012	Warren, Adam Michael		812 Highland Ave.,	Waterbury	06708	(860) 688-6313
CT	4015	Gesualdi , Nancy		45 Palisado Ave.,	Windsor	06095	(203) 755-8110
CT	4020	Warren, Adam Michael		158 Manor Ave.,	Waterbury	06705	(203) 723-6653
CT	4024	Iqbal, Mohammed		132 Church St.,	Naugatuck	06770	(203) 877-4040
CT	4025	Ahmad, Nasir U.		57 Turnpike Sq.,	Milford	06460	(203) 933-4040
CT	4027	Ahmad, Nasir U.		116 Boston Post Rd.,	Orange	06477	(203) 467-1361
CT	4029	Uddin, Mohammed J.		9 Foxon Blvd.,	East Haven	06513	(860) 540-4000
CT	4030	Ansari, Massoud		41 Main Street,	New Milford	06776	(203) 624-3317
CT	4033	Uddin, Mohammed J.		470 Whalley Ave.,	New Haven	06511	(203) 288-3800
CT	4035	Uddin, Mohammed J.		2545 Whitney Ave.,	Hamden	06518	(203) 661-2202
CT	4036	Bhatti, Zafeer Ahmed		142 East Putnam Avenue,	Cos Cob	06807	(203) 732-3030
CT	4039	Ahmad, Nasir U.		137-139 N. Main Street,	Ansonia	06401	(203) 334-3030
CT	4041	Cookston, Robert L. III		2308 Main St.,	Bridgeport	06606	(203) 255-8823
CT	4042	Bhatti, Zafeer Ahmed		1580 Post Rd.,	Fairfield	06430	(203) 790-7700
CT	4044	Ansari, Massoud		36 Tamarack Ave.,	Danbury	06811	(203) 846-4646
CT	4046	Cookston, Robert L. III		301 Main Ave.,	Norwalk	06851	(203) 324-7771
CT	4047	Cookston, Robert L. III		946 Hope Street,	Stamford	06907	(860) 449-9135
CT	4050	Amaral, Nuno M.		314 Route 12,	Groton	06340	(860) 442-9383
CT	4051	Amaral, Nuno M.		939 Bank Street,	New London	06320	(860) 704-0606
CT	4052	Elmeer, Andrew M.		370 South Main Street,	Middletown	06457	(860) 887-4567
CT	4053	Massey, Mark H.		20 New London Turnpike,	Norwich	06360	(203) 630-3030
CT	4055	Iqbal, Mohammed		172 W. Main St.,	Meriden	06451	(860) 582-5100
CT	4058	Iqbal, Mohammed		656 Farmington Ave.,	Bristol	06010	(860) 456-0306
CT	4060	Warren, Neil A.		241 Valley Street,	Willimantic	06226	(203) 324-5600
CT	4062	Cookston, Robert L. III		1980 W. Main St.,	Stamford	06902	(860) 429-7969

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CT	4065	Warren, Neil A.		1244 Storrs Road,	Storrs	06268	(860) 721-8600
CT	4068	Kabir, Ibrahim		397 Cromwell Ave.,	Rocky Hill	06067	(203) 380-8400
CT	4070	Cookston, Robert L. III		1802 Barnum Avenue,	Stratford	06497	(860) 564-9933
CT	4071	Uddin, Mohammed J.		56 Lathrop Road,	Plainfield	06374	(860) 846-0014
CT	9530	Elmeer, Andrew M.		46 East Street,	Plainville	06062	(860) 413-3499
CT	9531	Gesualdi , Nancy		52 Rainbow Road,	Granby	06026	(860) 438-7895
CT	9532	Elmeer, Andrew M.		544 Deming Street,	Berlin	06037	(860) 274-0808
CT	9533	Warren, Adam Michael		1044 Main Street,	Watertown	06795	(203) 372-3030
CT	9535	Cookston, Robert L. III		4310 Main St.,	Bridgeport	06644	(203) 748-3300
CT	9536	Ansari, Massoud		286 Greenwood Ave,	Bethel	06801	(203) 439-7998
CT	9537	Uddin, Mohammed J.		1057 South Main Street,	Cheshire	06410	(202) 484-3030
DC	4326	Carraway, Mary Lynne		900 M St. SE,	Washington	20003-3614	(202) 232-8400
DC	4328	Carraway, Mary Lynne		2701 14th St. NW,	Washington	20009	(202) 526-8600
DC	4329	Carraway, Mary Lynne		1335 2nd St. NE,	Washington	20002	(202) 342-0100
DC	4330	Carraway, Mary Lynne		2330 Wisconsin Ave. NW,	Washington	20007	(202) 362-7500
DC	4331	Carraway, Mary Lynne		4539 Wisconsin Ave. Nw,	Washington	20016	(202) 832-3343
DC	4335	Carraway, Mary Lynne		208 Michigan Ave. NE,	Washington	20017	(202) 639-8700
DC	4336	Carraway, Mary Lynne		1300 L St., N.W.,	Washington	20005	(202) 223-1100
DC	4344	Carraway, Mary Lynne		2029 K Street NW,	Washington	20006	(202) 291-6100
DC	4362	Carraway, Mary Lynne		6239 Georgia Ave. NW,	Washington	20011	(302) 369-1100
DE	4401	Khan, Mohammad S.		60 N. College Ave.,	Newark	19711	(302) 738-2200
DE	4402	Khan, Mohammad S.		12 Polly Drummond Hill Rd.,	Newark	19711	(302) 738-0440
DE	4403	Khan, Mohammad S.		2425 Pulaski Highway,	Newark	19702	(302) 323-1515
DE	4404	Khan, Mohammad S.		1202 Delaware Street,	New Castle	19720	(302) 454-0330
DE	4405	Khan, Mohammad S.		20 Salem Village Square Unit 3,	Newark	19713	(302) 836-3300
DE	4406	Khan, Mohammad S.		797 Pulaski Highway,	Bear	19701	(302) 628-5000
DE	4419	Prouse, Donald M. Jr.		23437 Sussex Hwy,	Seaford	19973	(302) 994-3030
DE	4420	Khan, Mohammad S.		4528C Kirkwood Highway,	Wilmington	19808	(302) 479-5900
DE	4422	Khan, Mohammad S.		1728 Marsh Road,	Wilmington	19810	(302) 524-1010
DE	4423	Khan, Mohammad S.		401 S. Market St.,	Wilmington	19801	(302) 945-5000
DE	4424	Prouse, Donald M. Jr.		26396 Bay Farm Rd,Back Bay Park Center Unit #7	Millsboro	19966	(302) 307-3333
DE	4425	Khan, Mohammad S.		7465 Lancaster Pike,	Hockessin	19707	(302) 424-4444
DE	4435	Prouse, Donald M. Jr.		105 Aerenson Drive,	Milford	19963	(302) 684-5000

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DE	4436	Boyd, James A.		132 Broad Kill Road,	Milton	19968	(302) 735-3333
DE	4438	Prouse, Donald M. Jr.		261 N. DuPont Hwy. Suite #4,	Dover	19901	(302) 674-1111
DE	4440	Prouse, Donald M. Jr.		4 Jerome Dr.,	Dover	19901	(302) 697-8888
DE	4441	Prouse, Donald M. Jr.		374 Walmart Drive Unit 5,	Camden	19934	(302) 653-3333
DE	4442	Prouse, Donald M. Jr.		230 E.Glenwood Avenue,	Smyrna	19977	(302) 855-9000
DE	4443	Prouse, Donald M. Jr.		19 South Race Street,	Georgetown	19947	(302) 398-4400
DE	4445	Prouse, Donald M. Jr.		1000 Midway Drive,Suite1	Harrington	19952	(302) 376-7000
DE	4446	Khan, Mohammad S.		4416 Summit Bridge Road,	Middletown	19709	(302) 934-8000
DE	4466	Prouse, Donald M. Jr.		123 East DuPont Highway,	Millsboro	19966	(302) 604-5200
DE	4467	Barber, John C.		17884 Coastal Hwy,Unit #3	Lewes	19958	(302) 875-1000
DE	4477	Prouse, Donald M. Jr.		30182 Sussex Highway,Unit 1	Laurel	19956	(302) 440-4400
DE	4494	Khan, Mohammad S.		2472 N. Dupont Highway,	Middletown	19709	(302) 990-2000
DE	4497	Khan, Mohammad S.		504 Kirkwood Hwy,	Elsmere	19805	(813) 907-7729
FL	3109	Longen, Jerry A.		10052 Cross Creek Blvd.,	Tampa	33647-2574	(813) 779-7900
FL	3110	Jandrew, Brian K.		5050 Gall Blvd.,	Zephyrhills	33541	(904) 491-3400
FL	3112	Sheikh, Ahsan M.		96118 Lofton Square Suite 5,	Yulee	32097	(863) 699-0444
FL	3113	Zdanowicz, Paul J.		490 US Highway 27 N STE 1360,	Lake Placid	33852	(904) 282-0234
FL	3115	Sheikh, Ahsan M.		4158 W. County Road 218,	Middleburg	32068	(850) 939-6995
FL	3116	Pichardo, Franklin L.		1933 Ortega St.,	Navarre	32566	(863) 519-7070
FL	3117	Jandrew, Brian K.		4660 County Road 540-A,	Lakeland	33813	(850) 492-7610
FL	3118	May, Roy Jeffrey		13019 Sorrento Rd.,	Pensacola	32507	(863) 648-0606
FL	3119	Jandrew, Brian K.		1709 Shepherd Road,	Lakeland	33811	(386) 758-3130
FL	3120	Sheikh, Ahsan M.		2372 West US Highway 90,	Lake City	32055	(239) 283-8030
FL	3123	Mullins, Erin M.		9860 Stringfellow Rd.,	St. James City	33956	(850) 932-4666
FL	3125	Magnes, Scott J.		2703 Gulf Breeze Parkway,	Gulf Breeze	32563	(321) 254-1166
FL	3126	Blalock, William D. III		7670 N. Wickham Rd.,	Melbourne	32934	(904) 765-2411
FL	3127	Sheikh, Ahsan M.		Sherwood Plaza #14,5045 Soutel Dr.	Jacksonville	32208	(321) 636-4311
FL	3130	Price, Richard W.		1620 Clearlake Rd.,	Cocoa	32922	(863) 419-1999
FL	3132	Salerno, Thomas		40230 US Highway 27, Suite 180,	Davenport	33837	(813) 563-9009
FL	3133	Longen, Steven A.		7805 Palm River Rd,	Tampa	33619	(904) 278-3233
FL	3134	Sheikh, Ahsan M.		1560-2 Business Center Drive,	Orange Park	32003	(904) 879-5211
FL	3136	Nagengast, Michael P.		450092 SR 200 #7B,	Callahan	32011	(407) 568-3330
FL	3137	Ceide, Richard T.		18406 E. Colonial Dr.,	Orlando	32820	(904) 825-3633

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	3140	Sheikh, Ahsan M.		2220 County Road 210 W #103,	Jacksonville	32259	(386) 439-0565
FL	3142	Sheikh, Ahsan M.		111 Flagler Plaza Drive,	Palm Coast	32137	(904) 259-1600
FL	3146	Sheikh, Ahsan M.		1474 South 6th Street,	Macclenny	32063	(813) 909-1130
FL	3148	Longen, Jerry A.		22911 State Road 54,	Lutz	33549	(407) 919-6161
FL	3149	Gross, David A.		11930 Narcoossee Road,	Orlando	32832	(863) 777-5035
FL	3150	Jandrew, Brian K.		1231 Ariana St.,	Lakeland	33803	(561) 600-4999
FL	3152	Jandrew, Brian K.		1660 S. Congress Ave,Suite 7	Boynton Beach	33426	(561) 570-5030
FL	3153	Jandrew, Brian K.		1700 W. 45th Street,Suite 1800	West Palm Beach	33407	(941) 484-3030
FL	3154	Jandrew, Brian K.		537 US Highway 41 Byp N.,	Venice	34285	(850) 875-8300
FL	3156	Keller, Dawn M.		1990 Pat Thomas Pkwy,	Quincy	32351	(727) 477-1515
FL	3158	Wileman, Robert W.		2657 East Lake Road,Unit T-2	Palm Harbor	34685	(727) 530-3335
FL	3159	Rands, Phil		13220 Starkey Rd. Suite 100,	Largo	33773	(407) 384-8686
FL	3160	Sheikh, Ahsan M.		2712 S. Chickasaw Trail,	Orlando	32829	(321) 632-6781
FL	3161	Blalock, William D. III		4795 Fay Blvd.,	Cocoa	32927	(904) 731-8282
FL	3162	Sheikh, Ahsan M.		5025 San Jose Blvd.,	Jacksonville	32207	(407) 695-2956
FL	3163	Sheikh, Ahsan M.		5285 Red Bug Lake Road #117,	Winter Springs	32708	(321) 952-3030
FL	3165	Price, Richard W.		3054 W. New Haven Ave.,	West Melbourne	32904	(863) 993-3737
FL	3167	Zdanowicz, Paul J.		1332 E. Oak St.,	Arcadia	34226	(305) 361-0000
FL	3168	Andrade, Cesar L.		180 Crandon Boulevard,	Key Biscayne	33149	(850) 741-2779
FL	3171	May, Roy Jeffrey		8900 Pine Forest Road,	Pensacola	32534	(352) 373-8888
FL	3172	Mullins, Erin M.		5750 SW 75th Court, Unit No. 40,	Gainesville	32608	(386) 775-7575
FL	3173	Reulbach, Anthony S.		828-7 Saxon Blvd.,	Orange City	32763	(863) 280-6900
FL	3174	Jandrew, Brian K.		316 Havendale Boulevard,	Auburndale	33823	(386) 445-6500
FL	3175	Sheikh, Ahsan M.		219 St. Joe Plaza Dr.,	Palm Coast	32164	(850) 682-5495
FL	3176	Pichardo, Franklin L.		1049 S. Ferdon Boulevard,	Crestview	32536	(407) 648-8899
FL	3178	Lopez Velarde, Nefi Fernando Padilla		2108 Bruton Blvd.,	Orlando	32805	(904) 824-0802
FL	3179	Sheikh, Ahsan M.		3501-E North Ponce De Leon Blvd.,	St. Augustine	32084	(904) 779-7755
FL	3187	Sheikh, Ahsan M.		8450 Argyle Forest Blvd. Unit #9,	Jacksonville	32244	(352) 373-5555
FL	3213	Mullins, Erin M.		25 NW 16th Ave.,	Gainesville	32601	(352) 377-4992
FL	3214	Mullins, Erin M.		3309 West University Avenue,	Gainesville	32607	(904) 997-1121
FL	3228	Lewis, Thomas R.		3611-1 St. Johns Bluff Road South,	Jacksonville	32224	(407) 238-2266
FL	3232	Traenker, Richard C.		8687 W. Hwy 192,	Kissimmee	34747	(321) 268-3535
FL	3233	Blalock, William D. III		1540 N. Singleton Ave.,	Titusville	32796	(407) 601-3996

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FL	3236	Ceide, Richard T.		1024 N. Avalon Park Boulevard,	Orlando	32828	(239) 304-3040
FL	3237	Farace, Alvaro C.		15275 Collier Blvd. #208,	Naples	34119	(904) 964-5442
FL	3242	Machin, Robert		605 W. Madison St.,	Starke	32091	(850) 968-1233
FL	3243	May, Roy Jeffrey		394 South Hwy 29,	Cantonment	32533	(352) 692-2222
FL	3246	Mullins, Erin M.		4620 NW 39th Avenue, Ste. C,	Gainesville	32606	(407) 515-3030
FL	3247	Havener, Jonathan A.		6750 N. Orange Blossom Trail, Suite B-6,	Orlando	32810	(772) 878-1530
FL	3251	Zebib, Mohammad A.		123 Cashmere Blvd.,	Port Saint Lucie	34986	(813) 685-8012
FL	3252	Longen, Steven A.		1534 Bloomingdale Avenue,	Valrico	33596	(386) 684-4400
FL	3254	Machin, Robert		1112 State Road 20,	Interlachen	32148	(352) 473-7070
FL	3256	Machin, Robert		7403 State Road 21,	Keystone Heights	32656	(407) 809-0400
FL	3257	Villas Boas, Marcio R.		3253 S. John Young Parkway,	Kissimmee	34746	(813) 234-0800
FL	3258	Rands, Phil		11224 Boyette Rd.,	Riverview	33569	(407) 870-2200
FL	3259	Traenkner, Richard C.		3378 W. Southport Road,	Kissimmee	34746	(352) 333-3333
FL	3260	Mullins, Erin M.		14300 W. Newberry Rd.,	Newberry	32669	(407) 343-4633
FL	3263	Traenkner, Richard C.		3171 W. Vine St.,	Kissimmee	34741	(727) 816-9898
FL	3264	Wileman, Robert W.		7813 Mitchell Blvd., Trinity Commons, Unit 5	New Port Richey	34655	(863) 424-5222
FL	3267	Salerno, Thomas		45717 US Highway 27 North,	Davenport	33897	(386) 428-2625
FL	3268	Ceide, Richard T.		1822 S. Ridgewood Avenue,	Edgewater	32141	(239) 458-9905
FL	3270	Drury, Nancy		1609 Andulusia Blvd.,	Cape Coral	33909	(352) 330-0303
FL	3271	Walker, Michael W.		356 Shopping Center Dr.,	Wildwood	34785	(352) 369-5050
FL	3272	Carter, Tracy V.		9590 SW Hwy. 200,	Ocala	34481	(352) 527-1240
FL	3291	Moore, Scott A.		2488 N. Heritage Oaks Path,	Hernando	34442	(352) 423-4145
FL	3293	Moore, Scott A.		2605 E, Gulf Lake Highway, Unit 2C	Inverness	34453	(904) 724-7206
FL	3800	Lewis, Thomas R.		1301 Monument Rd., Suite 25,	Jacksonville	32225	(850) 862-1151
FL	3802	Pichardo, Franklin L.		405 Racetrack Rd. Suite 102,	Ft. Walton Beach	32547	(561) 736-5333
FL	3803	Jandrew, Brian K.		10114 S. Military Trail, Suite 109,	Boynton Beach	33436	(407) 331-1881
FL	3805	Sheikh, Ahsan M.		860A US Hwy. 17-92,	Longwood	32750	(727) 896-3030
FL	3808	Rands, Phil		365 8th St. South,	St. Petersburg	33701	(561) 969-3030
FL	3809	Jandrew, Brian K.		1336 S. Military Trail,	West Palm Beach	33415	(772) 221-9915
FL	3810	Zebib, Mohammad A.		3311 SE Federal Highway,	Stuart	34997	(813) 964-0441
FL	3813	Jandrew, Brian K.		14955 N. Florida Ave.,	Tampa	33613	(352) 686-2100
FL	3814	Longen, Jerry A.		13081 Spring Hill Drive,	Spring Hill	34609	(239) 354-2444
FL	3815	Farace, Alvaro C.		7385 Radio Road #102,	Naples	34104	(305) 853-2525

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	3817	Ranson, Murphy D. III		91200 Overseas Highway,Suite 7	Tavernier	33070	(727) 572-0700
FL	3819	Rands, Phil		2659 Ulmerton Road,	Clearwater	33762	(239) 995-1100
FL	3820	Farace, Alvaro C.		4800 Bayline Drive,	North Fort Myers	33917	(407) 239-1221
FL	3821	Traenkner, Richard C.		8578 Palm Parkway,	Orlando	32836	(941) 624-3737
FL	3823	Zdanowicz, Paul J.		2150-A Tamiami Trail,	Port Charlotte	33948	(407) 813-1400
FL	3824	Traenkner, Richard C.		700 E. Colonial Dr,	Orlando	32803	(941) 637-8887
FL	3825	Zdanowicz, Paul J.		104 Rio Villa Dr.,	Punta Gorda	33950	(941) 924-1001
FL	3826	Jandrew, Brian K.		8539 South Tamiami Trail,	Sarasota	34238	(407) 789-2500
FL	3827	Lewis, Thomas R.		3840 E. SR 436,Suite 1048	Apopka	32714	(561) 729-0015
FL	3830	Soto, Christa E.		171 S State Road 7,	Royal Palm Beach	33414	(407) 993-6766
FL	3831	Dahn, Tyler H.		15508 West Colonial Drive,Unit 103	Orlando	34787	(561) 798-6744
FL	3832	Soto, Christa E.		12769-B West Forest Hill Boulevard,	Wellington	33414	(407) 815-8877
FL	3833	Traenkner, Richard C.		4976 Millenia Blvd., Suite A,	Orlando	32839	(407) 384-8888
FL	3834	Ceide, Richard T.		Suncrest Village,10057 University Blvd.	Orlando	32817	(407) 851-8884
FL	3835	Traenkner, Richard C.		2104 Whisper Lakes Blvd.,	Orlando	32837	(561) 694-3030
FL	3836	Jandrew, Brian K.		1201 US Hwy. 1 Suite 8,	N Palm Beach	33408	(850) 347-2444
FL	3837	Longen, Jerry A.		1651 Highway 331,	Defuniak Springs	32433	(352) 383-1010
FL	3838	Ross, Daryl S.		17855 US Hwy. 441,	Mount Dora	32757	(407) 971-9663
FL	3840	Sheikh, Ahsan M.		1795 E. Broadway St.,	Oviedo	32765	(813) 960-1888
FL	3841	Longen, Jerry A.		17804 N. Dale Mabry Hwy.,	Lutz	33548	(904) 285-1220
FL	3843	Sheikh, Ahsan M.		236 Solano Road,	Ponte Vedra	32082	(941) 747-7879
FL	3845	Mullins, Erin M.		909 1st St. E,	Bradenton	34208	(813) 530-5050
FL	3848	Longen, Jerry A.		14351 US Hwy 301 S,#8	Wimauma	33598	(850) 738-5100
FL	3849	Longen, Jerry A.		2615 Crawfordville Highway,	Crawfordville	32327	(239) 430-3930
FL	3850	Spero, Charles		4761 N. Tamiami Trail N,	Naples	34103	(239) 992-9400
FL	3852	Earnest, Christopher		26455 Old US 41 Rd.,Suite #2	Bonita Springs	34135	(850) 249-3001
FL	3854	DeGood, Douglas A.		2439 Thomas Dr.,Unit 900	Panama City Beach	32408	(850) 265-0606
FL	3856	DeGood, Douglas A.		715 Ohio Ave.,	Lynn Haven	32444	(386) 218-3852
FL	3857	Reulbach, Anthony S.		1675 Providence Blvd. Ste. B,	Deltona	32725	(863) 324-5636
FL	3859	Jandrew, Brian K.		5622 Cypress Gardens Blvd.,	Winter Haven	33884	(850) 234-3030
FL	3860	DeGood, Douglas A.		9528 Front Beach Rd.,	Panama City Beach	32407	(904) 260-0030
FL	3863	Sheikh, Ahsan M.		12200-22 San Jose Blvd.,	Jacksonville	32223	(850) 235-3030
FL	3865	DeGood, Douglas A.		272 S. Arnold Road (aka Hwy. 79),	Panama City Beach	32413	(772) 879-0083

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	3866	Zebib, Mohammad A.		300 Port St. Lucie Blvd.,	Port St. Lucie	34984	(850) 750-2121
FL	3867	Longen, Jerry A.		1691 Main Street,Unit 1	Chipley	32428	(239) 267-1200
FL	3869	Rands, Phil		7021 Constitution Boulevard,	Ft. Myers	33912	(352) 242-1277
FL	3870	Sherrick, Keith W.		240 Citrus Tower Blvd.,Suite H	Clermont	34711	(863) 874-4888
FL	3872	Fischler, Jarred S.		104 Commonwealth Ave.,Ste 2	Polk City	33868	(850) 424-7759
FL	3873	Orsted, Russell K. Sr.		130 Scenic Golf Drive, Suite 4a,	Miramar Beach	32550	(850) 584-8830
FL	3874	Walker, Michael W.		1864 S. Jefferson St.,	Perry	32348	(941) 426-9591
FL	3875	Jandrew, Brian K.		13125 S. Tamiami Trl.,	North Port	34287	(407) 396-0550
FL	3876	Traenker, Richard C.		5461 W. Hwy. 192,	Kissimmee	32741	(561) 694-3077
FL	3879	Jandrew, Brian K.		4388 Northlake Blvd.,	Palm Beach Gardens	33410	(561) 641-3030
FL	3880	Moghadam, Jahanfar N.		5891 S. Military Trail, Unit 2,	Lake Worth	33463	(407) 322-9060
FL	3881	Lewis, Thomas R.		3801 W. Lake Mary Blvd. #107,	Lake Mary	32746	(850) 837-0303
FL	3882	Pichardo, Franklin L.		34920 Emerald Coast Pkwy.,	Destin	32541	(239) 368-7600
FL	3883	Farace, Alvaro C.		1127 Homestead Road,	Lehigh Acres	33936	(239) 945-0040
FL	3884	Drury, Nancy		3904 Skyline Boulevard,	Cape Coral	33914	(727) 789-3030
FL	3885	Rands, Phil		32530 US 19 South,	Palm Harbor	34684	(352) 684-0005
FL	3886	Longen, Jerry A.		8381 Northcliffe Blvd.,	Spring Hill	34606	(941) 475-5691
FL	3888	Zdanowicz, Paul J.		3502 N. Access Road,	Englewood	34224	(941) 497-5050
FL	3890	Jandrew, Brian K.		732 Shamrock Blvd.,	Venice	34293	(954) 565-3030
FL	3891	Dawson, William		3416 N. Ocean Boulevard,	Ft. Lauderdale	33308	(352) 637-5300
FL	3893	Moore, Scott A.		213 E. Highland Blvd.,	Inverness	34452	(904) 781-1101
FL	3894	Sheikh, Ahsan M.		8029-2 Ramona Blvd.,	Jacksonville	32221	(407) 352-5522
FL	3897	Traenker, Richard C.		8957 International Dr. #201,	Orlando	32819	(850) 738-5656
FL	4900	Smith, Eric S.		5611 Woodbine Road,	Pace	32571	(904) 276-9000
FL	4901	Sheikh, Ahsan M.		1210 Blanding Boulevard,	Orange Park	32065	(904) 461-3030
FL	4902	Sheikh, Ahsan M.		2085 A1A South #106,	St. Augustine	32080	(772) 208-5516
FL	4903	Zebib, Mohammad A.		1119 NE Jensen Beach Blvd.,	Jensen Beach	34957	(561) 659-3030
FL	4904	Jandrew, Brian K.		401B S. Olive Avenue,	West Palm Beach	33401	(850) 626-0003
FL	4905	Smith, Eric S.		6551 Caroline St.,	Milton	32570	(321) 294-4949
FL	4906	Price, Richard W.		5325 N Wickham Road,Suite 103	Melbourne	32940	(813) 882-0023
FL	4907	Longen, Steven A.		5811 Memorial Highway, Suite #101,	Tampa	33615	(904) 353-4744
FL	4908	Sheikh, Ahsan M.		9 W. 45th St.,	Jacksonville	32208	(321) 723-7222
FL	4909	Price, Richard W.		6295 Minton Rd. NE, Unit 3,	Palm Bay	32907	(941) 529-0777

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	4911	Guaita, Jose L.		1424 Dr. Martin Luther King Way,	Sarasota	34234	(813) 678-2300
FL	4912	Longen, Steven A.		1702-C 50th Street,	Tampa	33619	(904) 821-8000
FL	4913	Lewis, Thomas R.		13947 Beach Boulevard,	Jacksonville	32224	(850) 656-3030
FL	4914	Tran, Dennis V.		1519 Capital Circle NE, Ste 27,	Tallahassee	32308	(863) 858-2251
FL	4916	Jandrew, Brian K.		5315 N. US Hwy. 98,	Lakeland	33809	(386) 253-3151
FL	4917	Brooks, Steven P.		821 N. Nova Rd. #3,	Daytona Beach	32117	(352) 758-2900
FL	4918	Ramia, Jose Y.		15990 E. Hwy 40,	Orlando	34488	(954) 341-0600
FL	4920	Jandrew, Brian K.		8038 Wiles Rd,	Coral Springs	33067-2073	(407) 677-8686
FL	4922	Sheikh, Ahsan M.		2042 North Forsyth Road, Suite E,	Winter Park	32807	(352) 867-5900
FL	4923	Ramia, Jose Y.		3131 SW College Rd. #305,	Ocala	34474	(954) 974-3399
FL	4924	Martinez, Carlos H.		2201 West Sample Road,Bldg. A	Pompano Beach	33073	(772) 794-4561
FL	4925	Price, Richard W.		5445 20th Street #103,	Vero Beach	32966	(772) 388-3030
FL	4926	Price, Richard W.		971 Sebastian Blvd., Suite 8	Sebastian	32958	(386) 428-2021
FL	4928	Ceide, Richard T.		1844 Renzulli Rd.,	New Smyrna Beach	32168	(321) 783-0266
FL	4930	Price, Richard W.		5360 N. Atlantic Avenue,	Cocoa Beach	32931	(352) 251-3030
FL	4932	Wackerbarth, Matthew		11582 N. Williams St., Suite 505,	Dunnellon	34432	(863) 983-4131
FL	4934	Loos, Dennis Ray		503 E. Sugarland Highway,	Clewiston	33440	(727) 863-2026
FL	4935	Longen, Jerry A.		8730 State Road 52,	Hudson	34667	(321) 452-9195
FL	4936	Price, Richard W.		923 N. Courtenay Pkwy.,Suite 103	Merritt Island	32953	(772) 286-3030
FL	4937	Zebib, Mohammad A.		6382 S. Federal Hwy.,	Stuart	34997	(352) 563-6607
FL	4938	Wackerbarth, Matthew		366 N. Suncoast Blvd.,	Crystal River	34429	(727) 777-5055
FL	4942	Longen, Jerry A.		5031 US Hwy 19,	New Port Richey	34652	(352) 307-8885
FL	4943	Ramia, Jose Y.		5830 SE Abshire Blvd.,	Belleview	34420	(239) 693-7600
FL	4945	Farace, Alvaro C.		13008 Palm Beach Blvd.,	Fort Myers	33905	(941) 378-0030
FL	4947	De Guia, Cheri F.		4080 Cattleman Road,	Sarasota	34233	(941) 359-3033
FL	4949	Jandrew, Brian K.		7610 Lockwood Ridge Rd.,	Sarasota	34243	(321) 676-9992
FL	4957	Price, Richard W.		3555 Bayside Lake Boulevard SE Unit#6,	Palm Bay	32909	(352) 483-4688
FL	4997	Reulbach, Anthony S.		1936 N Hwy. 19,	Eustis	32726	(813) 221-1611
FL	5000	Longen, Steven A.		320 E Cass Street,	Tampa	33602	(813) 971-7875
FL	5001	Longen, Steven A.		2316 E. Fletcher Ave.,	Tampa	33612	(813) 988-9145
FL	5002	Longen, Steven A.		5480 E. Busch Boulevard,	Temple Terrace	33617	(813) 238-9557
FL	5003	Longen, Steven A.		5801 N. Florida Ave.,	Tampa	33604	(813) 837-0591
FL	5004	Longen, Jerry A.		3801 W. Gandy Blvd.,	Tampa	33611	(813) 885-5481

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	5005	Longen, Steven A.		8206 West Waters Avenue,	Tampa	33615	(813) 875-3664
FL	5007	Longen, Steven A.		4115 W. Kennedy Blvd.,	Tampa	33609	(813) 963-3030
FL	5008	Jandrew, Brian K.		11406 North Dale Mabry Highway,	Tampa	33618	(941) 526-0313
FL	5010	Mullins, Erin M.		7353 University Parkway,	Lakewood Ranch	34202	(813) 681-4330
FL	5011	Longen, Steven A.		1903 W. Brandon Blvd.,	Brandon	33511	(407) 656-3053
FL	5012	Dahn, Tyler H.		10821 W. Colonial Drive,	Ocoee	34761	(407) 886-0744
FL	5013	Lewis, Thomas R.		2 E. Main St.,	Apopka	32703	(407) 957-2200
FL	5015	Traenker, Richard C.		4235 13th St.,	St. Cloud	34769	(863) 763-5565
FL	5016	Zdanowicz, Paul J.		1700 South Parrot Avenue, Suite B,	Okeechobee	34974	(941) 723-3030
FL	5017	Jandrew, Brian K.		1022 8th Avenue W.,	Palmetto	34221	(727) 945-1700
FL	5018	Longen, Jerry A.		40188 US Hwy. 19 N.,	Tarpon Springs	34689	(727) 541-7793
FL	5019	Rands, Phil		6191 66th St. N.,	Pinellas Park	33781	(727) 536-5981
FL	5020	Rands, Phil		2245 Nursery Rd,	Clearwater	33764	(727) 791-3030
FL	5021	Armistead, John D.		23698 US Hwy. 19 N.,	Clearwater	33765	(727) 323-1202
FL	5022	Rands, Phil		5830 9th Ave. North,	St. Petersburg	33710	(727) 391-9901
FL	5023	Rands, Phil		11125 Park Blvd.,	Seminole	33772	(727) 736-3030
FL	5024	McDermott, Elizabeth A.		1410 Pinehurst Rd.,	Dunedin	34698	(727) 522-3030
FL	5025	Rands, Phil		6511 4th St. N.,	St. Petersburg	33703	(727) 442-3030
FL	5026	Rands, Phil		423 S. Myrtle Ave.,	Clearwater	33756	(727) 581-3030
FL	5027	Rands, Phil		12613 Ulmerton Rd.,	Largo	33774	(727) 551-4600
FL	5028	Rands, Phil		800 E. Bay Dr., Suite D	Largo	33770	(941) 624-3030
FL	5029	Zdanowicz, Paul J.		1940-1 Kings Highway,	Port Charlotte	33980	(863) 688-5226
FL	5030	Jandrew, Brian K.		1523 Bartow Rd.,	Lakeland	33801	(813) 759-9424
FL	5031	Jandrew, Brian K.		204 W. Alexander St.,	Plant City	33563	(727) 847-5182
FL	5032	Longen, Jerry A.		6488 Ridge Rd.,	Port Richey	34668	(813) 855-3030
FL	5033	Wileman, Robert W.		3800 Tampa Road, #180,	Oldsmar	34677	(352) 403-0008
FL	5034	Longen, Jerry A.		1356 Commercial Way,	Spring Hill	34606	(352) 796-8888
FL	5035	Wackerbarth, Matthew		19526 Cortez Boulevard,	Brooksville	34601	(863) 471-3030
FL	5036	Zdanowicz, Paul J.		313 US Highway 27 N,	Sebring	33870	(863) 452-5116
FL	5037	Zdanowicz, Paul J.		1093 W. Main St.,	Avon Park	33825	(941) 748-3030
FL	5038	Mullins, Erin M.		4507 Manatee Ave. W.,	Bradenton	34209	(941) 758-3030
FL	5039	Mullins, Erin M.		1403 57th Avenue, W.,	Bradenton	34207	(941) 365-4900
FL	5040	Jandrew, Brian K.		1100 N. Tuttle Avenue, Space No. 9,	Sarasota	34237	(941) 923-3831

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FL	5041	Jandrew, Brian K.		3692 Webber St.,	Sarasota	34232	(239) 417-3030
FL	5043	Farace, Alvaro C.		5494 Rattlesnake Hammock Rd.,	Naples	34113	(239) 549-5500
FL	5044	Drury, Nancy		4409 Del Prado Blvd.,	Cape Coral	33904	(239) 334-3800
FL	5045	Rands, Phil		3112 Cleveland Avenue,	Ft. Myers	33901	(239) 936-4020
FL	5046	Rands, Phil		6631 Orion Dr.#109,	Ft Myers	33912	(239) 693-1600
FL	5047	Farace, Alvaro C.		4550 Palm Beach Blvd.,	Fort Myers	33905	(407) 682-2737
FL	5048	Lewis, Thomas R.		532 W. State Route 436,	Altamonte Springs	32714	(407) 850-2222
FL	5049	Traenker, Richard C.		5944 S. Orange Blossom Trail,	Orlando	32809	(407) 291-6676
FL	5050	Havener, Jonathan A.		6101 Silver Star Rd.,	Orlando	32808	(407) 384-8877
FL	5051	Sheikh, Ahsan M.		2510 S. Semoran Blvd,	Orlando	32822	(561) 686-3332
FL	5052	Jandrew, Brian K.		Unit 101, Westchester Square,2800 N. Military Tra	West Palm Beach	33409	(407) 628-2623
FL	5053	Havener, Jonathan A.		1510 S. Orlando Ave.,	Maitland	32751	(561) 609-2222
FL	5054	Jandrew, Brian K.		8918 C/D Lantana Rd,	Lake Worth	33467	(321) 268-8008
FL	5055	Blalock, William D. III		1850 Knox McRae Dr. #102,	Titusville	32780	(407) 321-5000
FL	5056	Reulbach, Anthony S.		1670 W. Airport Blvd.,	Sanford	32771	(772) 778-3030
FL	5057	Price, Richard W.		755 8th Street,	Vero Beach	32962	(561) 433-1122
FL	5058	Jandrew, Brian K.		6548 Lake Worth Boulevard,	Lake Worth	33467	(561) 318-5023
FL	5059	Soto, Christa E.		1760 N. Jog Rd.,Unit 130	West Palm Beach	33411	(941) 526-0414
FL	5060	Mullins, Erin M.		4874 Cortez Road West,	Bradenton	34210	(321) 242-2202
FL	5061	Price, Richard W.		2480 Aurora Rd.,	Melbourne	32935	(561) 845-7700
FL	5062	Jandrew, Brian K.		450 North Lake Blvd., #2,	N. Palm Beach	33408	(352) 660-0606
FL	5063	Mullins, Erin M.		24950 W Newberry Road,	Newberry	32669	(954) 429-3030
FL	5064	Corcoran, Neal T.		3380 W. Hillsboro Blvd.,	Deerfield Beach	33442	(561) 483-8331
FL	5065	Jandrew, Brian K.		21073 Powerline Road, Suite 39,	Boca Raton	33433	(407) 348-4100
FL	5069	Traenker, Richard C.		1918 E. Osceola Pkwy.,	Kissimmee	34743	(561) 391-9177
FL	5071	Jandrew, Brian K.		1328 N.W. 2nd Ave.,	Boca Raton	33431	(407) 698-4100
FL	5072	Traenker, Richard C.		13458 Landstar Boulevard,Unit 104	Orlando	32824	(954) 953-0080
FL	5073	Jandrew, Brian K.		3401 North Federal Highway,	Pompano Beach	33064	(561) 487-1377
FL	5074	Jandrew, Brian K.		10101 Glades Rd.,	Boca Raton	33498	(561) 330-0002
FL	5076	Jandrew, Brian K.		142 SE 6th Avenue,Suites G & H	Delray Beach	33483	(386) 866-9191
FL	5077	Reulbach, Anthony S.		2135 Howland Boulevard,	Deltona	32738	(954) 748-7707
FL	5078	Martinez, Carlos H.		5452 N. University Dr.,	Lauderhill	33351	(954) 564-7312
FL	5080	Dawson, William		400 E. Oakland Park Boulevard,	Oakland Park	33334	(786) 648-5400

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FL	5083	Brinkley, Sean A.		18173 Biscayne Blvd,	Aventura	33160	(863) 302-9332
FL	5085	Mullins, Erin M.		870 W. Hickpochee Ave.,Unit 1700	Labelle	33935	(954) 574-9994
FL	5087	Corcoran, Neal T.		210 N. Federal Hwy.,	Deerfield Beach	33441-3612	(305) 296-7795
FL	5092	Ranson, Murphy D. III		2704 N. Roosevelt Blvd.,	Key West	33040	(239) 350-1500
FL	5093	Farace, Alvaro C.		5963 Pine Ridge Road,	Naples	34119	(904) 778-4295
FL	5100	Sheikh, Ahsan M.		6003-6 Roosevelt Blvd.,	Jacksonville	32244	(904) 241-7231
FL	5101	Lewis, Thomas R.		2440 Mayport Rd. #1,	Atlantic Beach	32233	(904) 743-7220
FL	5102	Lewis, Thomas R.		6651 Arlington Rd.,	Jacksonville	32211	(904) 781-6420
FL	5103	Sheikh, Ahsan M.		870 Cassat Avenue,	Jacksonville	32205	(904) 269-4090
FL	5104	Sheikh, Ahsan M.		1580 Wells Road, Suite #3,	Orange Park	32073	(904) 794-4655
FL	5105	Sheikh, Ahsan M.		3570 US Highway 1 South,	St. Augustine	32806	(904) 247-1556
FL	5106	Lewis, Thomas R.		630 N. 3rd St.,	Jacksonville Beach	32250	(904) 757-0303
FL	5107	Sheikh, Ahsan M.		418 Starratt Rd.,Suite 2	Jacksonville	32218	(904) 268-5069
FL	5108	Sheikh, Ahsan M.		10031 San Jose Boulevard,	Jacksonville	32257	(904) 642-5190
FL	5109	Machin, Robert		9802-1 Bay Meadows Rd.,	Jacksonville	32216	(941) 200-5443
FL	5110	Zdanowicz, Paul J.		1560 Price Creek Way,	North Port	34288	(904) 778-3030
FL	5111	Sheikh, Ahsan M.		8204 103rd Street,	Jacksonville	32210	(904) 277-2200
FL	5112	Sheikh, Ahsan M.		1124 S. 14th St.,	Fernandina Beach	32034	(904) 724-8046
FL	5113	Machin, Robert		7020 Beach Blvd.,	Jacksonville	32216	(352) 261-1000
FL	5115	DePalma, Joseph T.		7578 S.E. Maricamp Road,	Ocala	34472	(850) 482-3333
FL	5116	Longen, Jerry A.		4375 Lafayette St.,	Marianna	32446	(239) 433-4000
FL	5119	Rands, Phil		8595 College Parkway,Suite 1A	Ft. Myers	33919	(727) 866-8891
FL	5120	Rands, Phil		4925 34th Street South,	St Petersburg	33711	(407) 248-8434
FL	5121	Traenkner, Richard C.		5389 S. Kirkman Rd.,	Orlando	32819	(321) 639-0880
FL	5122	Price, Richard W.		500 Barton Blvd.,	Rockledge	32955	(352) 269-5000
FL	5123	Carter, Tracy V.		261 Marion Oaks Blvd,	Ocala	34473	(772) 335-0333
FL	5124	Zebib, Mohammad A.		10642 U.S. Hwy 1,	Port St Lucie	34952	(941) 778-6641
FL	5125	Mullins, Erin M.		5606 Marina Dr.,	Holmes Beach	34217	(407) 757-2700
FL	5127	Sheikh, Ahsan M.		3800 E. Colonial Drive,	Orlando	32803	(407) 896-3030
FL	5128	Traenkner, Richard C.		2823 S. Orange Ave.,Suite 110	Orlando	32806	(850) 893-0186
FL	5129	Tran, Dennis V.		2915 Kerry Forest Parkway, Suite 602,	Tallahassee	32309	(850) 562-2523
FL	5130	Tran, Dennis V.		3507 N. Monroe St., Ste C,	Tallahassee	32303	(850) 222-6363
FL	5131	Tran, Dennis V.		1528 W. Tennessee St.,	Tallahassee	32304	(850) 878-6146

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	5132	Tran, Dennis V.		2320 Apalachee Pkwy.,	Tallahassee	32301	(904) 768-4434
FL	5133	Sheikh, Ahsan M.		12100 Lem Turner Road,	Tallahassee	32218	(904) 692-1188
FL	5135	Briggs, Robert A.		100 North Main St.,	Hastings	32145	(321) 768-1445
FL	5136	Price, Richard W.		18 E. Lincoln Street,	Melbourne	32901	(407) 612-7877
FL	5137	Traenker, Richard C.		11620 Lakeside Village Lane,Suite 120	Windermere	34786	(772) 286-4848
FL	5138	Zebib, Mohammad A.		990 SW Martin Downs Blvd.,	Palm City	34990	(386) 677-3030
FL	5139	Brooks, Steven P.		343 W. Granada Boulevard,	Ormond Beach	32074	(386) 257-1884
FL	5140	Reulbach, Anthony S.		211 North Atlantic Avenue,	Daytona Beach	32118	(386) 738-1500
FL	5141	Reulbach, Anthony S.		209 N. Amelia Ave.,	Deland	32724-0000	(386) 756-4440
FL	5142	Ceide, Richard T.		1563 S. Nova Rd.,	Daytona Beach	32114	(321) 430-0101
FL	5143	Traenker, Richard C.		6401 Raleigh St.,	Orlando	32835	(386) 756-2104
FL	5144	Ceide, Richard T.		1820 Dunlawton Ave.,Unit 101	Port Orange	32127	(321) 777-4433
FL	5145	Blalock, William D. III		246 Hwy. A1A,	Satellite Beach	32937	(954) 974-3030
FL	5146	Jandrew, Brian K.		1446 N State Road 7,	Margate	33063-2845	(863) 679-9999
FL	5147	Jandrew, Brian K.		222 S. 1st Street,	Lake Wales	33853	(239) 772-5060
FL	5148	Drury, Nancy		1133 Del Prado Blvd. S.,	Cape Coral	33990	(352) 787-2600
FL	5149	Ramia, Jose Y.		2009 Citrus Blvd.,	Leesburg	34748	(352) 373-2337
FL	5150	Mullins, Erin M.		2106 SW 13th Street,	Gainesville	32608	(386) 462-2000
FL	5151	Mullins, Erin M.		15634 NW Hwy. 441, Suite A,	Alachua	32615	(407) 604-0808
FL	5152	Ceide, Richard T.		588 S Alafaya Trail, Unit 50,	Orlando	32828	(239) 458-8000
FL	5153	Drury, Nancy		1506 Chiquita Blvd. S.,	Cape Coral	33991	(321) 984-1712
FL	5154	Price, Richard W.		4700 Babcock Street NE, Suite #4,	Palm Bay	32905	(352) 368-6868
FL	5155	Walker, Michael W.		3855 E. Silver Springs Blvd. #101,	Ocala	34470	(386) 325-0112
FL	5156	Machin, Robert		1602 Reid Street,	Palatka	32177	(407) 906-1800
FL	5158	Reulbach, Anthony S.		4720 W. State Road 46,Suite 1210	Sanford	32771	(850) 478-3030
FL	5159	May, Roy Jeffrey		1001 E. Nine Mile Rd.,	Pensacola	32514	(850) 453-1221
FL	5160	May, Roy Jeffrey		31 N. Navy Blvd.,	Pensacola	32507	(850) 678-1161
FL	5161	Pichardo, Franklin L.		437 John Sims Parkway,	Valparaiso	32580	(850) 478-5056
FL	5162	May, Roy Jeffrey		6704 N. 9th Ave.,	Pensacola	32504	(850) 944-5619
FL	5163	May, Roy Jeffrey		3014 W. Michigan Ave.,	Pensacola	32526	(850) 784-3030
FL	5164	DeGood, Douglas A.		1111 W 15 th St.,	Panama City	32401	(850) 763-5906
FL	5165	DeGood, Douglas A.		519 N. Tyndall Pkwy.,	Panama City	32404	(850) 863-4154
FL	5166	Pichardo, Franklin L.		656 N Beal Pkwy Unit F&G,	Ft. Walton Beach	32548	(850) 435-9700

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FL	5167	May, Roy Jeffrey		3310 N. Pace Blvd.,Unit A	Pensacola	32505	(772) 464-3006
FL	5168	Zebib, Mohammad A.		2729 S. Federal Hwy. (4th St.),	Ft. Pierce	34950	(561) 533-0905
FL	5169	Jandrew, Brian K.		836 Lantana Road,	Lantana	33462	(954) 953-0090
FL	5172	Jandrew, Brian K.		7118 Southgate Blvd,Ste 6	North Lauderdale	33068	(561) 793-1166
FL	5175	Soto, Christa E.		10200 Fox Trail Rd. South,Suite D	Royal Palm Beach	33411	(305) 274-1232
FL	5176	Bader, Issa A.		12225 SW 112th St.,	Miami	33186	(305) 227-0551
FL	5177	Bader, Issa A.		8737 Coral Way,	Miami	33165	(561) 965-3030
FL	5178	Jandrew, Brian K.		1672 S. Congress Ave.,	Palm Springs	33461	(561) 496-3030
FL	5185	Jandrew, Brian K.		4801 Linton Blvd., Bay A-02,	Delray Beach	33445	(954) 344-0991
FL	5188	Jandrew, Brian K.		11339 W Atlantic Blvd,	Coral Springs	33071-6368	(305) 451-2939
FL	5190	Ranson, Murphy D. III		99620 Overseas Hwy.,	Key Largo	33037	(561) 744-6171
FL	5192	Soto, Christa E.		2562 W. Indiantown Road #2,	Jupiter	33458	(352) 523-1099
FL	5195	Jandrew, Brian K.		36801 State Road 52,	Dade City	33525	(850) 897-3366
FL	8604	Pichardo, Franklin L.		4563 E. Highway 20,	Niceville	32578	(305) 947-6900
FL	8608	Brinkley, Sean A.		17028 Collins Ave.,	Sunny Isles Beach	33160	(352) 742-9866
FL	8610	Sherrick, Keith W.		457 S. Duncan Dr. (SR 19),	Tavares	32778	(352) 429-4500
FL	8612	Sherrick, Keith W.		1200 West Broad Street,Suite A	Groveland	34736	(561) 333-1415
FL	8614	Zebib, Mohammad A.		7070-01 Seminole Pratt Whitney,	Loxahatchee	34970	(727) 848-3030
FL	8615	Longen, Jerry A.		13235 State Rd 52,Suite 105	Hudson	34669	(941) 748-1234
FL	8619	Mullins, Erin M.		2551 Lakewood Ranch Blvd., Suite 108,	Bradenton	34211	(407) 882-0022
FL	8620	Blalock, William D. III		4250 W. Plaza Dr.,	Orlando	32816	(407) 656-6000
FL	8622	Traenker, Richard C.		15505 Stoneybrook West Parkway,#110	Winter Garden	34787	(239) 768-3131
FL	8626	Mullins, Erin M.		ArborGate Center, Suite #1, 10654 Colonial Blvd..	Ft. Myers	33913	(941) 479-7911
FL	8627	Mullins, Erin M.		8163 US Hwy 301 N.,	Parrish	34219	(407) 286-2922
FL	8629	Fischler, Jarred S.		9306 Narcoossee Rd.,	Lake Nona	32827	(813) 964-6864
FL	8630	Jandrew, Brian K.		7229 N. Dale Mabry Highway,	Tampa	33614	(813) 438-5991
FL	8632	Jandrew, Brian K.		947 E. Brandon Blvd.,	Brandon	33511	(813) 510-3970
FL	8633	Jandrew, Brian K.		8576 Gunn Highway,	Odessa	33556	(407) 270-8840
FL	8634	Traenker, Richard C.		3003 Edgewater Drive,	Orlando	32804	(850) 444-9595
FL	8636	May, Roy Jeffrey		3107 E. Cervantes St.,	Pensacola	32503	(850) 995-8889
FL	8638	Smith, Eric S.		4571 Watkins St.,	Pace	32571	(352) 483-1660
FL	8640	Reulbach, Anthony S.		24428 SR 44,	Sorrento	32766	(813) 571-5600
FL	8641	Jandrew, Brian K.		11200 E. Dr. Martin Luther King Jr. Blvd.,Suite 10	Seffner	33584	(352) 505-5557

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
FL	8643	Mullins, Erin M.		3581 SW Archer Road, Commercial Suite 10,	Gainesville	32608	(904) 863-3130
FL	8645	Sheikh, Ahsan M.		543 N. Orange Ave,	Green Cove Springs	32043	(941) 256-9000
FL	8647	Chak, Savak		5808 S. Tamiami Tr.,	Sarasota	34231	(352) 775-1800
FL	8648	Ramia, Jose Y.		210 N. U.S. Highway 27,	Lady Lake	32159	(561) 510-7979
FL	8649	Corcoran, Neal T.		668 US Hwy 1 North,	Tequesta	33469	(352) 227-1161
FL	9450	Traenker, Richard C.		2430 US Hwy 27,Unit 370	Clermont	34714	(813) 773-7333
FL	9451	Longen, Jerry A.		221 Apollo Beach Blvd., Unit 100/101,	Apollo Beach	33572	(239) 719-2888
FL	9452	Rands, Phil		20330 Grande Oak Shoppes Blvd., Unit 102,	Esterio	33928	(407) 984-4777
FL	9454	Gross, David A.		1005 Narcoossee Rd,	St. Cloud	34771	(239) 438-4800
FL	9455	Farace, Alvaro C.		1514 Immokalee Rd,Unit 102	Naples	34110	(352) 765-0600
FL	9456	Wackerbarth, Matthew		9525 S. Suncoast Blvd,Unit 9445	Homosassa	34446	(941) 840-5858
FL	9457	Mullins, Erin M.		14640 State Rd 70 East,	Lakewood Ranch	34202	(321) 430-0306
FL	9459	Traenker, Richard C.		11951 International Dr, Ste C5,	Orlando	32821	(813) 670-2424
FL	9460	Longen, Jerry A.		17792 Aprile Drive,	Lutz	33558	(813) 397-8600
FL	9461	Longen, Jerry A.		28850 State Road 54,	Wesley Chapel	33544	(727) 619-6161
FL	9462	Rands, Phil		2164 34th Street South,	St. Petersburg	33711	(772) 218-1600
FL	9463	Zebib, Mohammad A.		1339-1341 SW Gatlin Boulevard,	Port St. Lucie	34953	(850) 495-3359
FL	9464	May, Roy Jeffrey		9100 A W. Hwy 98,	Pensacola	32506	(706) 658-0000
GA	3525	Fox, Gregory B.		6072 Highway 53, Suite A,	Braselton	30517	(770) 537-5170
GA	3527	Podsen, Joseph M.		151 U.S. Highway 27 Bypass,	Bremen	30110	(706) 216-3780
GA	3560	Orcutt, Michael L.		837 Highway 400 S. Ste. 170,	Dawsonville	30534	(770) 489-3990
GA	3561	Orcutt, Michael L.		6525 Hiram-Douglasville Highway, Suite M,	Douglasville	30134	(706) 348-6610
GA	3562	Podsen, Joseph M.		868 S. Main St., Suite 7,	Cleveland	30528	(770) 474-3337
GA	3564	Orcutt, Michael L.		1766 Hudson Bridge Road,	Stockbridge	30281	(706) 673-3566
GA	3565	Shoemaker, Justin S.		3591 Chattanooga Rd.,	Tunnel Hill	30755	(912) 964-1455
GA	3566	Orcutt, Michael L.		4602 Augusta Rd,	Garden City	31408	(770) 251-5355
GA	3567	Orcutt, Michael L.		15 Baker Road, Suite 1,	Newnan	30265	(770) 682-3337
GA	3568	Fox, Gregory B.		465-A Dacula Rd.,	Dacula	30019	(706) 697-3600
GA	3569	Podsen, Joseph M.		91 Highland Circle,#114	East Ellijay	30540	(706) 745-5400
GA	3570	Podsen, Joseph M.		199 Hwy. 515 Unit C,	Blairsville	30512	(912) 748-1616
GA	3571	Orcutt, Michael L.		104 E. Hwy. 80,	Pooler	31322	(770) 965-0061
GA	3572	Fox, Gregory B.		4841 Hog Mountain Rd.,	Flowery Branch	30542	(706) 301-9030
GA	3574	Orcutt, Michael L.		88 Burnt Mountain Road,	Jasper	30143	(706) 632-4777

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
GA	3575	Podsen, Joseph M.		4295 Old Hwy. 76, Suite E,	Blue Ridge	30513	(229) 896-2100
GA	3576	Teel, Ricky E.		410 N. Hutchinson Ave,	Adel	31620	(912) 588-0880
GA	3578	Orcutt, Michael L.		1347 W. Pine Street,	Jesup	31545	(678) 493-8282
GA	3581	Orcutt, Michael L.		6175 Hickory Flat Highway, Suite #175,	Canton	30114	(678) 947-0900
GA	3582	Orcutt, Michael L.		11242 Cumming Highway Ste. #111,	Canton	30115	(770) 607-0405
GA	3583	Orcutt, Michael L.		12 Euharlee Rd. Ste. E,	Cartersville	30120	(706) 377-7272
GA	3586	Podsen, Joseph M.		1087 East Franklin Street, Suite A,	Hartwell	30643	(706) 754-9111
GA	3587	Podsen, Joseph M.		160-B Franklin Street,	Clarkesville	30523	(706) 885-1103
GA	3590	Orcutt, Michael L.		1468 Lafayette Parkway Ste. 140,	LaGrange	30241	(706) 868-0067
GA	3591	Hayman, Kerri-Lea		5050 Wrightsboro Rd.,	Grovetown	30813	(770) 463-1000
GA	3593	Orcutt, Michael L.		9165-D Roosevelt Highway,	Palmetto	30268	(706) 354-1179
GA	4100	Fox, Gregory B.		3190 Atlanta Highway, Suite 30,	Athens	30606	(770) 287-9111
GA	4101	Fox, Gregory B.		4018 Mundy Mill Rd.,	Oakwood	30566	(706) 235-0808
GA	4105	Orcutt, Michael L.		510 Shorter Avenue,	Rome	30165	(229) 928-2000
GA	4106	Podsen, Joseph M.		611 A E. Lamar,	Americus	31709	(706) 965-5000
GA	4108	Schwartz, Kevin R.		117 Poplar Springs Rd.,	Ringgold	30736	(912) 826-5383
GA	4109	Orcutt, Michael L.		449 S. Columbia Ave. Suite G,	Rincon	31326	(706) 868-8185
GA	4110	Hayman, Kerri-Lea		4357-E Washington Rd.,	Evans	30809	(706) 517-0600
GA	4111	Shoemaker, Justin S.		3551 Hwy. 411 North,	Chatsworth	30705	(912) 729-6100
GA	4112	Nagengast, Michael P.		1355 E. King Ave. Ste. A,	Kingsland	31548	(770) 456-8750
GA	4113	Orcutt, Michael L.		594 Hwy. 61, Ste D,	Villa Rica	30180	(470) 491-2330
GA	4114	Orcutt, Michael L.		11345 Tara Blvd.,Suite 3	Hampton	30228	(770) 445-4444
GA	4116	Orcutt, Michael L.		2985 Villa Rica Highway, Suite B,	Dallas	30157	(770) 945-1400
GA	4117	Orcutt, Michael L.		1879 Buford Hwy.,	Buford	30518	(912) 537-1330
GA	4119	Menard, Michael E.		401-A East First Street (same),building new store	Vidalia	30474	(770) 442-3030
GA	4121	Orcutt, Michael L.		9925 Haynes Bridge Rd #630,	Alpharetta	30022	(912) 920-5050
GA	4122	Orcutt, Michael L.		13015 Abercorn St., Suite D-3,	Savannah	31419	(678) 460-0300
GA	4123	Orcutt, Michael L.		2555 Prado Ln,#1420	Marietta	30066	(770) 924-3300
GA	4125	Orcutt, Michael L.		12195 Hwy. 92, Suite H,	Woodstock	30188	(770) 985-1111
GA	4126	Fox, Gregory B.		3641 Centerville Hwy.,	Snellville	30039	(678) 945-3990
GA	4127	Orcutt, Michael L.		639 Thornton Road, Suite 104,	Lithia Springs	30122	(770) 995-0303
GA	4128	Fox, Gregory B.		2027 Lawrenceville-Suwanee Road, Suite 600,	Suwanee	30024	(770) 943-3030
GA	4129	Orcutt, Michael L.		4154 Austell Powder Springs Road,	Powder Springs	30127	(770) 641-7020

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GA	4130	Orcutt, Michael L.		4724 Lower Roswell Rd., Suite 101,	Marietta	30068	(770) 476-1274
GA	4131	Fox, Gregory B.		3406 Buford Highway,	Duluth	30096	(770) 926-3619
GA	4132	Orcutt, Michael L.		2265 Towne Lake Parkway Suite 104,	Woodstock	30188	(770) 717-0936
GA	4133	Fox, Gregory B.		5575 Lawrenceville Hwy.,Suite 300	Lilburn	30047	(770) 995-5500
GA	4134	Fox, Gregory B.		890 New Hope Road,	Lawrenceville	30046	(678) 380-8585
GA	4135	Fox, Gregory B.		2700-B Highway 29,	Lawrenceville	30044	(770) 979-0123
GA	4138	Fox, Gregory B.		2420 Wisteria Blvd. Suite 1,	Snellville	30078	(770) 423-9696
GA	4139	Orcutt, Michael L.		3643 Cherokee Street,	Kennesaw	30144	(404) 874-0030
GA	4140	Podsen, Joseph M.		461 Ponce De Leon Ave.,	Atlanta	30308	(404) 633-3231
GA	4141	Orcutt, Michael L.		3300 Buford Hwy.,	Atlanta	30319	(678) 274-5656
GA	4142	Fox, Gregory B.		5860 Jimmy Carter Blvd,Suite 135	Norcross	30071	(770) 969-0101
GA	4144	Podsen, Joseph M.		45 Hudson Plaza,	Fairburn	30213	(404) 768-0099
GA	4145	Podsen, Joseph M.		3435 Roosevelt Hwy.,	Atlanta	30349	(706) 896-3111
GA	4146	Podsen, Joseph M.		101 S Main Street,	Hiawassee	30546	(770) 469-1806
GA	4147	Bonanno, Joseph J.		5761 A Rockbridge Rd.,	Stone Mountain	30087	(770) 887-7710
GA	4148	Orcutt, Michael L.		241 Atlanta Road,	Cumming	30040	(678) 593-3030
GA	4149	Podsen, Joseph M.		7490 Old National Hwy.,Suite No. 1800	Atlanta	30296	(404) 669-2666
GA	4150	Orcutt, Michael L.		515 North Central Ave.,	Hapeville	30354	(770) 922-9980
GA	4151	Orcutt, Michael L.		3537 Highway 20 S.E.,	Conyers	30208	(678) 454-5000
GA	4153	Melson, James		8302 Canton Highway,(AKA 8302 Ball Ground Hw	Ball Ground	30107	(877) 883-9643
GA	4154	Bonanno, Joseph J.		6768 Browns Mill Road,Suite 100	Stonecrest	30038	(678) 392-3130
GA	4155	Bonanno, Joseph J.		7184 Rockbridge Road,	Stone Mountain	30087	(770) 975-3030
GA	4156	Orcutt, Michael L.		3505 Baker Road NW, Suite 201,	Acworth	30101	(770) 505-3030
GA	4157	Ventura, Rutbel I.		4235 Dallas Acworth Highway,	Dallas	30132	(229) 423-8777
GA	4159	Wallace, Chip M.		607 S. Grant Street,	Fitzgerald	31750	(770) 423-1313
GA	4160	Dynda, Todd P.		3880 Due West Road NW,	Marietta	30064	(706) 776-3333
GA	4162	Podsen, Joseph M.		230 Merchants Way,	Cornelia	30531	(770) 475-3353
GA	4163	Orcutt, Michael L.		10995 Jones Bridge Road,	Alpharetta	30201	(706) 864-2222
GA	4164	Melson, James		104 Memorial Drive,	Dahlonega	30533	(706) 883-6900
GA	4165	Orcutt, Michael L.		1861 Roanoke Rd., Suite 6,	LaGrange	30240	(912) 384-3800
GA	4166	Nagengast, Michael P.		803 N Peterson,	Douglas	31533	(706) 647-4555
GA	4167	Orcutt, Michael L.		1078 Hwy. 19 North,	Thomaston	30286	(770) 460-8222
GA	4169	Orcutt, Michael L.		645-A N. Glynn St.,	Fayetteville	30214	(770) 834-4494

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GA	4170	Orcutt, Michael L.		821 Bankhead Highway,	Carrollton	30117	(770) 748-0909
GA	4172	Ventura, Rutbel I.		202 East Ave.,	Cedartown	30125	(770) 497-6688
GA	4173	Orcutt, Michael L.		7768 McGinnis Ferry Rd.,	Suwanee	30024	(678) 784-3660
GA	4174	Ventura, Rutbel I.		3999 Austell Road,	Austell	30106	(706) 595-9656
GA	4178	Hayman, Kerri-Lea		1233 Washington Rd.,	Thomson	30824	(706) 769-8000
GA	4179	Fox, Gregory B.		2051 Experiment Station Rd.,	Watkinsville	30677	(770) 920-9200
GA	4180	Orcutt, Michael L.		2163 Fairburn Rd. Suite 4-G,	Douglasville	30135	(770) 949-2277
GA	4181	Orcutt, Michael L.		3695-A Kings Hwy,	Douglasville	30135	(678) 825-3330
GA	4183	Fox, Gregory B.		3595 Braselton Highway,Suites B & C	Dacula	30019	(770) 389-9300
GA	4184	Orcutt, Michael L.		228 Fairview Rd.,	Ellenwood	30294	(229) 244-0030
GA	4186	Teel, Ricky E.		4644 Bemiss Rd.,	Valdosta	31605	(706) 568-0030
GA	4187	Orcutt, Michael L.		5750 Milgen Rd.,	Columbus	31907	(478) 923-4600
GA	4188	Podsen, Joseph M.		2699 Watson Blvd.,	Warner Robins	31093	(912) 897-5535
GA	4189	Orcutt, Michael L.		495 Johnny Mercer Blvd. Suite 463-B5,	Savannah	31410	(770) 487-5800
GA	4190	Orcutt, Michael L.		2100 Highway 54, Suite 104,	Peachtree City	30269	(770) 479-3030
GA	4191	Melson, James		2230 Holly Springs Parkway,	Canton	30115	(770) 664-4306
GA	4192	Orcutt, Michael L.		12460 Crabapple, Ste #102,	Alpharetta	30004	(770) 664-9508
GA	4193	Orcutt, Michael L.		13695 Highway 9,	Alpharetta	30004	(706) 629-0500
GA	4194	Shoemaker, Justin S.		430 Red Bud Road N.E.,	Calhoun	30701	(478) 289-7070
GA	4195	Liezert, Brian		126 S. Main St.,	Swainsboro	30401	(770) 458-2604
GA	5700	Orcutt, Michael L.		4763 Buford Highway,	Atlanta	30341	(404) 370-3030
GA	5701	Orcutt, Michael L.		1439 Oxford Rd NE,	Atlanta	30307	(404) 364-3030
GA	5702	Orcutt, Michael L.		3175 Roswell Rd., Suite B,	Atlanta	30305	(678) 208-0333
GA	5703	Orcutt, Michael L.		3645 & 3647 Brown Bridge Road,	Cumming	30028	(770) 390-3030
GA	5705	Orcutt, Michael L.		7529 Roswell Rd., Suite #5,	Atlanta	30350	(770) 587-0297
GA	5706	Orcutt, Michael L.		1007 Alpharetta St., Suite 110B,	Roswell	30075	(404) 352-3676
GA	5707	Orcutt, Michael L.		1959 Howell Mill Road NW,	Atlanta	30318	(404) 872-3000
GA	5708	Orcutt, Michael L.		955 Marietta St. NW,	Atlanta	30318	(404) 284-2122
GA	5709	Diop, Souleymane		1303-A Columbia Dr.,	Decatur	30032	(678) 304-3045
GA	5710	Orcutt, Michael L.		30 E. Main Street,	Hampton	30228	(404) 564-3300
GA	5711	Podsen, Joseph M.		5819 Campbellton Road,	Atlanta	30331	(404) 256-3030
GA	5712	Orcutt, Michael L.		6130 Roswell Rd.,	Sandy Springs	30328	(404) 297-3030
GA	5713	Podsen, Joseph M.		5207 Memorial Drive,	Stone Mountain	30083	(912) 622-6333

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
GA	5714	Orcutt, Michael L.		806 W. Oglethorpe Hwy.	Hinesville	31313	(770) 954-3030
GA	5715	Orcutt, Michael L.		705 Hwy. 42 South,	McDonough	30253	(770) 251-3241
GA	5717	Orcutt, Michael L.		12 West Washington Street,	Newnan	30263	(770) 395-0716
GA	5718	Orcutt, Michael L.		2482 Jett Ferry Rd,	Dunwoody	30338	(770) 451-1552
GA	5719	Orcutt, Michael L.		1100 Hammond Dr., Suite 200,	Sandy Springs	30328	(770) 832-1316
GA	5720	Orcutt, Michael L.		1209 Maple Street,	Carrollton	30117	(404) 418-3033
GA	5721	Podsen, Joseph M.		4691 Atlanta Road SE, Suite 140	Atlanta	30080	(706) 883-6010
GA	5722	Orcutt, Michael L.		107 Corporate Plaza Drive,	LaGrange	30241	(706) 235-5544
GA	5723	Orcutt, Michael L.		20 O'Neil Street,	Rome	30161	(770) 229-1872
GA	5725	Orcutt, Michael L.		406 West Taylor Street,	Griffin	30223	(404) 636-5164
GA	5726	Orcutt, Michael L.		2165-A Cheshire Bridge Rd. NE,	Atlanta	30324	(678) 593-3999
GA	5727	Orcutt, Michael L.		111 Willow Lane,	McDonough	30253	(770) 922-2820
GA	5729	Orcutt, Michael L.		1200 West Ave SW,	Conyers	30013	(770) 960-3030
GA	5730	Orcutt, Michael L.		1839 Mount Zion Rd. Ste. V6,	Morrow	30260	(770) 994-3030
GA	5731	Podsen, Joseph M.		6445 Highway 85,	Riverdale	30274	(770) 477-0030
GA	5733	Orcutt, Michael L.		8496 Tara Blvd.,	Jonesboro	30236	(706) 861-0030
GA	5735	Shoemaker, Justin S.		1010 Battlefield Pkwy,	Ft. Oglethorpe	30742	(770) 386-4100
GA	5736	Orcutt, Michael L.		851-B Joe Frank Harris Pkwy.,	Cartersville	30120	(770) 928-2299
GA	5737	Orcutt, Michael L.		2323 Shallow Ford Rd,	Marietta	30060	(470) 571-0101
GA	5738	Podsen, Joseph M.		465 Boulevard SE,	Atlanta	30312	(770) 977-6922
GA	5739	Orcutt, Michael L.		2146 Roswell Rd., Suite 100,	Marietta	30062	(678) 354-6700
GA	5740	Ventura, Rutbel I.		1721 Powder Springs Road SW, Suite 104,	Marietta	30064	(770) 436-1313
GA	5742	Podsen, Joseph M.		2766 Cumberland Blvd. SE,	Smyrna	30080	(770) 955-5585
GA	5743	Dyrda, Todd P.		1230 Powers Ferry Rd SE, Suite B,	Marietta	30067	(770) 941-2959
GA	5744	Orcutt, Michael L.		6274 Mableton Parkway SW,	Mableton	30126	(770) 436-0787
GA	5745	Diop, Souleymane		3333 S Cobb Dr. SE, Suite A,	Smyrna	30080	(770) 426-0822
GA	5746	Dyrda, Todd P.		49-E S. Marietta Pkwy. SW,	Marietta	30064	(770) 926-0080
GA	5747	Orcutt, Michael L.		3545 Canton Rd. Suite #500,	Marietta	30066	(478) 453-9455
GA	5748	Hammons, Michael Joseph		1909 N. Columbia St.,	Milledgeville	31061	(770) 867-4111
GA	5749	Fox, Gregory B.		10B Patrick Mill Rd. SW,	Winder	30680	(706) 543-3460
GA	5750	Fox, Gregory B.		396 Baxter St.,	Athens	30605	(770) 729-3322
GA	5751	Fox, Gregory B.		629 Scenic Highway, Suite C	Lawrenceville	30045	(770) 535-1234
GA	5752	Fox, Gregory B.		2550 Limestone Pkwy., Suite A,	Gainesville	30501	(706) 353-3737

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GA	5753	Fox, Gregory B.		2824 Lexington Rd.,	Athens	30605	(770) 267-8414
GA	5754	Fox, Gregory B.		140 Martin Luther King Jr. Dr., Suite 140,	Monroe	30655	(770) 441-2333
GA	5755	Fox, Gregory B.		5175 S. Old Peachtree Rd.,	Norcross	30092	(770) 564-1311
GA	5756	Fox, Gregory B.		1560 Indian Trail Lilburn Rd.,Suite 116	Lilburn	30093	(404) 344-3435
GA	5758	Podsen, Joseph M.		1195 Fairburn Rd,Suite 110	Atlanta	30331	(770) 787-2705
GA	5759	Orcutt, Michael L.		4137 Highway 278 NW,	Covington	30014	(706) 886-0481
GA	5760	Podsen, Joseph M.		19 West Currahee Street,	Toccoa	30577	(706) 798-5575
GA	5761	Hayman, Kerri-Lea		2514 Tobacco Rd., Suite A,	Hephzibah	30815	(706) 863-2262
GA	5762	Eckburg, John W.		3100 Washington Rd.,	Augusta	30907	(706) 481-2009
GA	5763	Eckburg, John W.		46 13th Street,	Augusta	30901	(706) 226-1008
GA	5764	Shoemaker, Justin S.		222 W Cuyler,	Dalton	30720	(478) 272-7831
GA	5765	Liezert, Brian		213 W. Jackson St.,	Dublin	31021	(478) 239-1600
GA	5766	Liezert, Brian		106 W. Beech Street,	Cochran	31014	(912) 638-1166
GA	5768	Newton, Michael R.		1600 Fredrica Road,	St Simons Island	31522	(912) 267-0822
GA	5769	Nagengast, Michael P.		108 Scranton Connector,	Brunswick	31525	(706) 689-5533
GA	5770	Orcutt, Michael L.		9177 Marne Rd.,	Fort Benning	31905	(706) 322-6630
GA	5771	Orcutt, Michael L.		1646-B Bradley Park Dr.,	Columbus	31904	(706) 321-1141
GA	5772	Orcutt, Michael L.		2534 Wynnton Rd. #C,	Columbus	31906	(229) 243-0992
GA	5773	Sorrelle, Tanya		505 S. Scott Street,	Bainbridge	39819	(706) 689-7676
GA	5774	Orcutt, Michael L.		314 Farr Rd.,	Columbus	31907	(478) 654-7272
GA	5775	Podsen, Joseph M.		233 GA Hwy 49,	Byron	31008	(229) 800-8444
GA	5776	Podsen, Joseph M.		262 Cordele Road,	Albany	31705	(229) 463-7090
GA	5777	Podsen, Joseph M.		305 W. Franklin St.,	Sylvester	31791	(229) 985-6685
GA	5778	Teel, Ricky E.		1818 1st Ave. SE,	Moultrie	31768	(229) 386-4800
GA	5779	Nagengast, Michael P.		105 E. 8th St.,	Tifton	31794	(912) 368-3373
GA	5780	Orcutt, Michael L.		327-A Memorial Dr,	Hinesville	31313	(912) 921-0030
GA	5781	Orcutt, Michael L.		1932 E. Montgomery Crossroad,Suite 102	Savannah	31406	(912) 651-6001
GA	5782	Orcutt, Michael L.		1900 E. Victory Dr. D-14,	Savannah	31404	(678) 765-3333
GA	5783	Orcutt, Michael L.		4369 Suwanee Dam Road,STE 104	Suwanee	30024	(404) 284-0806
GA	5784	Diop, Souleymane		2440 Wesley Chapel Rd., Suite D,	Decatur	30035	(912) 681-4326
GA	5785	Orcutt, Michael L.		1550 Chandler Rd. #F,	Statesboro	30458	(912) 721-3000
GA	5786	Orcutt, Michael L.		1004 Abercorn Street, Suite B,	Savannah	31404	(912) 673-6100
GA	5788	Nagengast, Michael P.		2506 Osborne Street,	St. Marys	31558	(478) 929-0151

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
GA	5790	Podsen, Joseph M.		2278-B Moody Road,	Warner Robbins	31088	(229) 247-6341
GA	5791	Teel, Ricky E.		210 Northside Dr.,	Valdosta	31602	(478) 757-2999
GA	5792	Podsen, Joseph M.		4682 Forsythe Road,	Macon	31210	(229) 228-7660
GA	5793	Podsen, Joseph M.		1025 E Jackson St.,	Thomasville	31792	(478) 987-4877
GA	5794	Liezert, Brian		1113 Washington Street,	Perry	31069	(912) 285-9098
GA	5795	Nagengast, Michael P.		727 Knight Ave,	Waycross	31501	(770) 844-0747
GA	5797	Orcutt, Michael L.		1682 Buford Highway,	Cumming	30344	(706) 857-5868
GA	8050	Shoemaker, Justin S.		12316 Highway 27,	Summerville	30747	(470) 444-0050
GA	8865	Fox, Gregory B.		1841 Walnut Ave., Suite 300,	Covington	30014	(912) 333-8008
GA	8866	Liezert, Brian		371 W Parker St., Suite A,	Baxley	31513	(706) 367-1004
GA	8867	Fox, Gregory B.		1460 Winder Hwy Unit B,	Jefferson	30542	(706) 375-3000
GA	8868	Hamilton, Ronald Christopher		110 Cove Rd,	Chickamauga	30707	(478) 219-4400
GA	8869	Podsen, Joseph M.		600 New St Suite A,	Macon	31201	(678) 951-1900
GA	8870	Podsen, Joseph M.		2410 DeKalb Medical Pkwy,	Lithonia	30058	(706) 504-3326
GA	8871	Hayman, Kerri-Lea		315 South Belair Rd.,	Martinez	30907	(478) 803-9500
GA	8872	Podsen, Joseph M.		4319 Hartley Bridge, Ste. 120,	Macon	31216	(706) 984-7070
GA	8873	Orcutt, Michael L.		6010 Muscogee Creek Way Bldg. 15068,	Fort Benning	31905	(678) 996-8888
GA	8874	Ventura, Rutbel I.		2483 Cedarcrest Rd. Ste. 205,	Acworth	30101	(706) 552-1213
GA	8875	Conway, Steven P.		824 Hull Road,	Athens	30601	(404) 917-1818
GA	8876	Podsen, Joseph M.		530 Joseph E. Lowery Blvd.,Suite F	Atlanta	30310	(770) 496-1000
GA	8877	Fox, Gregory B.		4121 Lavista Rd.,	Tucker	30084	(706) 529-7499
GA	8879	Shoemaker, Justin S.		2518 Cleveland Hwy,Suite 14	Dalton	30721	(706) 863-6211
GA	8881	Hayman, Kerri-Lea		Bldg #25722,	Ft. Gordon	30905	(229) 317-7777
GA	8884	Podsen, Joseph M.		2405 Dawson Road,	Albany	31707	(706) 736-6788
GA	8888	Eckburg, John W.		3150H Wrightsboro Road,	Augusta	30909	(912) 264-5055
GA	8891	Nagengast, Michael P.		222 Hyde Park Commons,	Brunswick	31523	(770) 531-0226
GA	8892	Fox, Gregory B.		1122 Dawsonville Hwy, Suite 103,	Gainesville	30506	(912) 807-8700
GA	8895	Nagengast, Michael P.		3509 US Highway 84,	Blackshear	31516	(470) 499-2900
GA	8896	Conway, Steven P.		2120 N. Broad St.,	Commerce	30529	(229) 559-9997
GA	8897	Teel, Ricky E.		1319 Lakes Blvd.,	Lake Park	31636	(678) 880-0060
GA	8898	Melson, James		1451 Riverstone Pkwy.,	Canton	30114	(770) 406-2080
GA	8899	Orcutt, Michael L.		5740 Steeplechase Blvd.,Suite 102	Cumming	30040	(912) 727-3997
GA	8922	Orcutt, Michael L.		3745 Hwy 17, Unit 100,	Richmond Hill	31320	(770) 725-2888

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
GA	8923	Fox, Gregory B.		504 Hayes Lake Rd.,	Statham	30666	(404) 241-7900
GA	8967	Podsen, Joseph M.		2520 Bouldercrest Road,	Atlanta	30316	(229) 377-1800
GA	8969	Podsen, Joseph M.		550 U.S. Hwy. 84 East,	Cairo	31728	(770) 297-6600
GA	8974	Fox, Gregory B.		3606 Thompson Bridge Rd.,	Gainesville	30506	(770) 554-4744
GA	8981	Fox, Gregory B.		5141 Highway 81,	Loganville	30052	(229) 686-2200
GA	8997	Teel, Ricky E.		702 Tifton Road,	Nashville	31639	(808) 744-1500
HI	18005	Rompel, Micheal S.		535 Wisser Road,	Honolulu	96819	(808) 254-6433
HI	18013	Rompel, Micheal S.		Aikahi Park Shopping Center, 26 Hoolai St, #800,	Kailua	96734	(808) 689-8323
HI	18018	Rompel, Micheal S.		91-1001 Kaimalie St. #109,	Ewa Beach	96706	(808) 293-2300
HI	18021	Rompel, Micheal S.		54-316 Kamehameha Hwy. #8,	Hauula	96717	(808) 825-4030
HI	18023	Rompel, Micheal S.		315 Maka 'ala Street Suite 109,	Hilo	96720	(808) 885-4400
HI	18027	Rompel, Micheal S.		67-1185 Mamalahoa Highway,	Kamuela	96743	(808) 329-9500
HI	18028	Rompel, Micheal S.		75-1027 Henry Street,Kopiko Plaza	Kailua-Kona	96740	(808) 853-4917
HI	18030	Rompel, Micheal S.		Hickam Bldg. #1756, Kuntz Avenue, Hickam AFB,	Honolulu	96853	(808) 624-0702
HI	18031	Rompel, Micheal S.		Bldg. 752, Schofield Barracks,	Wahiawa	96857	(808) 726-2221
HI	18033	Rompel, Micheal S.		4618 Kilauea Ave, Unit 6,	Honolulu	96816	(808) 836-3100
HI	18034	Rompel, Micheal S.		880 Aliamanu Drive,	Honolulu	96818	(808) 492-1100
HI	18036	Rompel, Micheal S.		4850 Kapolei Parkway #B-1,	Kapolei	96707	(808) 888-0030
HI	18037	Rompel, Micheal S.		95-1057 Aniamakua Drive, Building F-1,	Mililani	96789	(808) 200-2000
HI	18038	Rompel, Micheal S.		440 Kilani Avenue,	Wahiawa	96786	(808) 200-1500
HI	18039	Rompel, Micheal S.		1160 Kuala Street, Space 202,	Pearl City	96782	(808) 312-3030
HI	18042	Rompel, Micheal S.		934 Keeaumoku Street,	Honolulu	96814	(808) 427-2222
HI	18045	Rompel, Micheal S.		841 Bishop Street #142,	Honolulu	96813	(808) 773-7777
HI	18046	Rompel, Micheal S.		175 Paoakalani Ave.,	Honolulu	96815	(808) 888-6161
HI	18047	Rompel, Micheal S.		94-673 Kupoohi Street #B207,	Waipahu	96797	(808) 213-0303
HI	18050	Rompel, Micheal S.		52 Maui Lani Parkway, D-6,	Wailuku	96793	(808) 793-3434
HI	18052	Rompel, Micheal S.		80 Hookele St. Suite 410,	Kahului	96732	(808) 212-1010
HI	18060	Rompel, Micheal S.		4454 Nuhou St,Suite 401	Lihue	96766	(515) 292-3030
IA	1700	Peterson, Wayne A.		122 Hayward,	Ames	50010	(641) 752-3030
IA	1702	Peterson, Wayne A.		10 Lafrentz Lane,	Marshalltown	50158	(641) 684-5151
IA	1703	Bjerke, Stuart A.		301 N. Wapello St.,	Ottumwa	52501	(319) 483-9444
IA	1704	Wiechmann, John P.		501 Bremer Ave.,	Waverly	50677	(515) 987-0770
IA	1705	Bjerke, Stuart A.		2200 NW 159th St.,Suite 100	Clive	50325	(319) 853-0330

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IA	1707	Bjerke, Stuart A.		725 Pacha Parkay,Suite 4	North Liberty	52317	(515) 287-3030
IA	1711	Peterson, Wayne A.		1430 East Army Post Rd.,	Des Moines	50320	(515) 265-0030
IA	1713	Peterson, Wayne A.		2914 E. University,	Des Moines	50317	(515) 274-3030
IA	1714	Peterson, Wayne A.		3105 Douglas Ave,	Des Moines	50310	(515) 276-0030
IA	1715	Peterson, Wayne A.		7620 Douglas Ave,	Urbandale	50322	(515) 441-7464
IA	1719	Peterson, Wayne A.		302 Lincoln Way,Suite 102	Ames	50010	(515) 288-3030
IA	1720	Peterson, Wayne A.		401 Grand Ave.,	Des Moines	50309	(515) 226-0030
IA	1722	Peterson, Wayne A.		4825 E. P. True Parkway, Suite 109,	West Des Moines	50265	(515) 285-3030
IA	1723	Peterson, Wayne A.		902 Army Post Rd.,	Des Moines	50315	(515) 963-0000
IA	1724	Bjerke, Stuart A.		110 N. Ankeny Blvd.,Suite 400	Ankeny	50023	(515) 650-8777
IA	1725	Bjerke, Stuart A.		1002 SE National Drive,	Ankeny	50021	(515) 576-1111
IA	1730	Linn, Larry D.		1430 5th Avenue S.,	Fort Dodge	50501	(319) 499-1900
IA	1733	Bjerke, Stuart A.		2441 James Street, Suite #1,	Coralville	52241	(641) 792-6655
IA	1735	Creech, Scott		1606 First Ave. E.,	Newton	50208	(319) 266-3333
IA	1737	Lockhart, Eric J.		2024 College St.,	Cedar Falls	50613	(563) 556-2300
IA	1738	Lockhart, Eric J.		2013 Central Ave.,	Dubuque	52001	(563) 557-3030
IA	1739	Lockhart, Eric J.		1685 John F. Kennedy Rd.,	Dubuque	52002	(319) 377-0030
IA	1740	Saghah, Hamed		2931 7th Ave. Suite 100,	Marion	52302	(319) 393-3030
IA	1742	Pedersen, Blane C.		1121 Blairs Ferry Rd. NE 400,	Cedar Rapids	52402	(319) 366-3030
IA	1743	Saghah, Hamed		2460 Edgewood Rd. SW,Suite 300	Cedar Rapids	52404	(515) 957-0003
IA	1744	Peterson, Wayne A.		408 8th St. SW,	Altoona	50009	(515) 313-0305
IA	1745	Peterson, Wayne A.		6110 NW 86th Street, Suite 103,	Johnston	50131	(319) 752-3030
IA	1746	Bjerke, Stuart A.		3200 Agency St.,	Burlington	52601	(563) 362-2424
IA	1747	Ocel, Scott A.		902 W. Kimberly Rd.,	Davenport	52806	(319) 338-0030
IA	1750	Bjerke, Stuart A.		1534 S. Gilbert St., Suite 300,	Iowa City	52240	(563) 323-3030
IA	1753	Ocel, Scott A.		1926 Brady St.,	Davenport	52803	(563) 264-3030
IA	1756	Bjerke, Stuart A.		2110-A Park Avenue,	Muscatine	52769	(563) 359-7777
IA	1758	Ocel, Scott A.		2420 18th St.,	Bettendorf	52722	(563) 241-7900
IA	1759	Ocel, Scott A.		1122 North 2nd Street,	Clinton	52732	(319) 291-3030
IA	1762	Stoll, Norman L.		1451 Ansborough Ave,	Waterloo	50701	(319) 486-4488
IA	1764	Stoll, Norman L.		1805 La Porte Road,	Waterloo	50702	(319) 774-2440
IA	1765	Ocel, Scott A.		3025 Mt. Vernon Road SE, Suite C,	Cedar Rapids	52403	(641) 416-4001
IA	1766	Ocel, Scott A.		1540 Washington Street,	Pella	50219	(712) 325-8848

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IA	1769	Cutchall, Gregory S.		2004 West Broadway,	Council Bluffs	51501	(712) 274-2100
IA	1770	Graves, Susan L.		4202 Morningside Ave.,	Sioux City	51106	(712) 252-5600
IA	1771	Graves, Susan L.		1422 Hamilton Boulevard,	Sioux City	51103	(319) 524-9770
IA	1788	Mabrey, Jeffrey M.		1027 Main St.,	Keokuk	52632	(641) 423-2330
IA	1790	Gritz, Paul M.		125 South Delaware Ave.,	Mason City	50401	(208) 746-9595
ID	7036	Bulkley, Scott Arthur		513 Main St.,	Lewiston	83501	(208) 452-6755
ID	7251	Bittner, Chad R.		1700 N. Whitley Dr.,	Fruitland	83619	(208) 343-5995
ID	7301	Mikelonis, Philip F.		2273 S. Vista Avenue,	Boise	83705	(208) 377-5201
ID	7302	Mikelonis, Philip F.		10396 Fairview Ave.,	Boise	83704	(208) 853-6060
ID	7303	Mikelonis, Philip F.		5000 W. State St.,	Boise	83703	(208) 345-5551
ID	7304	Mikelonis, Philip F.		2132 S. Broadway Ave.,	Boise	83706	(208) 523-7530
ID	7305	Wood, Wesley K.		945 W. Broadway,	Idaho Falls	83402	(208) 523-3030
ID	7306	Wood, Wesley K.		1675 Market Way,	Ammon	83406	(208) 454-8888
ID	7307	Mikelonis, Philip F.		1123 E. Cleveland Boulevard,	Caldwell	83605	(208) 465-5555
ID	7308	Mikelonis, Philip F.		1011 12th Ave. S.,	Nampa	83651	(208) 453-7111
ID	7310	Mikelonis, Philip F.		5720 Cleveland Blvd., Suite 101,	Caldwell	83607	(208) 887-6400
ID	7311	Mikelonis, Philip F.		1701 W. Cherry Lane,	Meridian	83642	(208) 587-5000
ID	7312	Mikelonis, Philip F.		950 Airbase Rd. (aka 950 W. 600 S.),	Mountain Home	83647	(208) 578-2100
ID	7313	Bywater, Jerald Kymnbel		20 E. Bullion St.,	Hailey	83333	(208) 644-1300
ID	7314	Bittner, Chad R.		2716 S. Lincoln Ave., Suite D	Jerome	83338	(208) 658-5555
ID	7315	Mikelonis, Philip F.		8966 W. Ardene St.,	Boise	83709	(208) 968-7775
ID	7316	Mikelonis, Philip F.		6456 S. Federal Way,	Boise	83716	(208) 772-8210
ID	7317	Hightower, Melissa A.		9020 W. Hess Street,	Hayden	83835	(208) 687-3480
ID	7318	Hightower, Melissa A.		15640 Highway 41, Suite 600,	Rathdrum	83858	(208) 883-1555
ID	7320	Bulkley, Scott Arthur		317 W. 6th St., Suite 105	Moscow	83843	(208) 765-1216
ID	7321	Hightower, Melissa A.		50 West Neider Ave.,	Coeur d'Alene	83815	(208) 743-9595
ID	7322	Bulkley, Scott Arthur		621 Bryden Ave., Unit C	Lewiston	83501	(208) 457-1216
ID	7324	Hightower, Melissa A.		3904 E. Mullan Ave., Suite D,	Post Falls	83854	(208) 263-6600
ID	7325	Tetachuk, Darren B.		316 N Fifth Ave.,	Sandpoint	83864	(208) 996-3232
ID	7326	Mikelonis, Philip F.		3327 North Eagle Rd,	Meridian	83642	(208) 939-4440
ID	7327	Mikelonis, Philip F.		498 E. State St.,	Eagle	83605	(208) 682-1500
ID	7328	Hightower, Melissa A.		2 N. Division St.,	Kellogg	83837	(208) 922-3399
ID	7329	Bittner, Chad R.		1027 East Kuna Road,	Kuna	83634	(208) 237-5500

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
ID	7333	Turner, David L.		110 Knudsen Blvd., Suite C,	Chubbuck	83202	(208) 419-3322
ID	7341	Wood, Wesley K.		526 North State Street,	Shelley	83274	(208) 718-1100
ID	7351	Bittner, Chad R.		652 E 1st St.,	Weiser	83672	(208) 417-3100
ID	7359	Wood, Wesley K.		208 S. State,	Preston	83263	(208) 419-3340
ID	7364	Wood, Wesley K.		1525 Lincoln Road,	Idaho Falls	83401	(208) 969-9972
ID	7370	Clysdale, William Patrick		1869 Addison Avenue E,	Twin Falls	83301	(208) 963-4733
ID	7373	Bittner, Chad R.		1103 South Washington,	Emmett	83617	(208) 287-0004
ID	7377	Bittner, Chad R.		2295 E. Cinema Drive,	Meridian	83642	(208) 618-2277
ID	7383	Hightower, Rhett D. H.		608 N. Spokane St.,	Post Falls	83854	(208) 232-4332
ID	7390	Turner, David L.		275 Yellowstone Avenue,	Pocatello	83201	(208) 356-9555
ID	7391	Turner, David L.		155 West Main, Suite #1,	Rexburg	83440	(208) 734-3960
ID	7392	Clysdale, William Patrick		532 Washington Street North,	Twin Falls	83301	(208) 467-7778
ID	7395	Mikelonis, Philip F.		2934 E Greenhurst Road, Suite G,	Nampa	83686	(208) 782-0303
ID	7397	McComas, Sean E.		1233 Parkway Drive, Suite D,	Blackfoot	83221	(208) 647-0333
ID	7398	Bittner, Chad R.		216 E. 5th Street N.,	Burley	83318	(208) 745-3030
ID	7399	Wood, Wesley K.		151 W. Main St.,	Rigby	83442	(618) 392-8000
IL	2538	Duvall, Samuel Edward		820 E. Main Street,	Olney	62450	(815) 317-3232
IL	2700	Ratterman, Mark B.		801 South Ridge Road,	Minooka	60447	(309) 836-3030
IL	2701	Mabrey, Jeffrey M.		123 W. Calhoun St.,	Macomb	61455-0186	(309) 344-3030
IL	2702	Ratterman, Mark B.		719 North Henderson Street,	Galesburg	61401	(708) 425-9191
IL	2703	Hemingway, Matthew		9022 S. Cicero Ave.,	Oak Lawn	60453	(847) 675-7711
IL	2705	Manos, Anthony P.		4510 Oakton,	Skokie	60076	(630) 454-7070
IL	2706	Ambre, Timothy J.		2987 Kirk Road, Suite 103,	Aurora	60502	(224) 372-9030
IL	2707	Hudrick, Robert E.		2144 Sand Lake,	Lindenhurst	60046	(847) 298-8610
IL	2708	Chiodo, Steven R.		1169 Lee Street,	Des Plaines	60016	(773) 938-4040
IL	2709	Lindeman, Kenneth R.		4707 S. Kedzie,	Chicago	60632	(847) 692-9120
IL	2710	Lindeman, Kenneth R.		1009 N. Northwest Highway,	Park Ridge	60068	(630) 834-0200
IL	2711	Ambre, Timothy J.		1036 S. York Rd,	Elmhurst	60126	(773) 276-9800
IL	2712	Manos, Anthony P.		2455 W. Fullerton,	Chicago	60647	(630) 360-3200
IL	2713	Montez, Raymond J.		4003 Plainfield Naperville Road, Suite 119,	Naperville	60464	(847) 459-1803
IL	2715	Gronemann, James W.		133 N. Arlington Heights Road,	Buffalo Grove	60089	(773) 685-3030
IL	2716	Botrice, Morice B.		5008 N Pulaski Rd.,	Chicago	60630	(847) 360-0800
IL	2718	Chiodo, Steven R.		2211 Grand Ave.,	Waukegan	60085	(773) 764-3400

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IL	2719	Botrice, Morice B.		5235 N. Kedzie Ave.,	Chicago	60660	(847) 473-3030
IL	2720	Montez, Raymond J.		2600 Martin Luther King Jr Dr,	North Chicago	60064-2217	(847) 359-4200
IL	2721	Lindeman, Kenneth R.		450 E. Dundee Road,	Palatine	60067	(630) 454-7200
IL	2723	Palmiotto, Robert		572 W. Army Trail Road,	Carol Stream	60188	(630) 893-3030
IL	2724	Lindeman, Kenneth R.		211 Army Trail Road,	Glendale Heights	60139	(630) 759-7421
IL	2725	Montez, Raymond J.		158 N. Bolingbrook Drive,	Bolingbrook	60440	(630) 830-6700
IL	2726	Palmiotto, Robert		686 Barrington Road,	Streamwood	60107	(815) 756-3626
IL	2730	Montez, Raymond J.		901 Lucinda Ave. Suite I,	DeKalb	60115	(708) 895-8848
IL	2733	Atallah, Akram		18401 Burnham Ave.,	Lansing	60438	(708) 366-6000
IL	2735	Fischer, Gregory D.		7658 Madison Street,	Forest Park	60130	(708) 478-1200
IL	2736	Bronzell, Anthony S.		19310 South LaGrange Road,	Mokena	60448	(630) 377-3030
IL	2738	Ambre, Timothy J.		1450 West Main Street,	St. Charles	60174	(630) 385-0444
IL	2740	Fischer, Gregory D.		403 E. North Avenue,	Lombard	60148	(309) 788-1111
IL	2741	Lockhart, Eric J.		3708 14th Avenue,	Rock Island	61201	(309) 792-0030
IL	2744	Lockhart, Eric J.		435 Avenue of the Cities,	East Moline	61244	(888) 202-0871
IL	2746	Ocel, Scott A.		1602 S. Galena Ave.,	Dixon	61021	(309) 644-4243
IL	2748	Lockhart, Eric J.		4200 Black Hawk Road,	Rock Island	61201	(815) 436-8000
IL	2750	Montez, Raymond J.		2405 Caton Farm Rd.,	Cresthill	60435	(847) 838-3030
IL	2751	Hudrick, Robert E.		646 Rt. 173,	Antioch	60002	(618) 993-3030
IL	2753	Marks III, Loren E.		205 West Deyoung St.,	Marion	62959	(773) 528-3030
IL	2755	Manos, Anthony P.		3103 N. Clark Street,	Chicago	60657	(773) 743-3030
IL	2756	Botrice, Morice B.		3144 W. Devon,	Chicago	60659	(815) 287-0030
IL	2758	Montez, Raymond J.		604 East 9th Street,	Lockport	60441	(773) 871-3030
IL	2759	Lindeman, Kenneth R.		1415 Irving Park Rd. Unit C,	Chicago	60613	(847) 433-6441
IL	2765	Montez, Raymond J.		9 Prairie Ave. Suite B,	Highwood	60040	(630) 425-4400
IL	2770	Montez, Raymond J.		444 N. Eola Road,Unit 105	Aurora	60502	(847) 758-1010
IL	2771	Hudrick, Robert E.		1141 S. Arlington Hts. Rd.#A,	Arlington Hts.	60005	(618) 937-4636
IL	2773	Burch, Nicholas M.		716 S. Logan St.,	West Frankfort	62896	(630) 654-3030
IL	2776	Lindeman, Kenneth R.		24 S. Prospect,	Clarendon Hills	60514	(708) 524-8111
IL	2777	Fischer, Gregory D.		329 Chicago Ave.,	Oak Park	60302	(847) 740-3030
IL	2778	Chiodo, Steven R.		308 W. Rollins Road,	Round Lake Beach	60073	(773) 582-4040
IL	2779	Lindeman, Kenneth R.		5018 S. Pulaski Road,	Chicago	60632	(847) 835-1500
IL	2781	Montez, Raymond J.		1009 Green Bay Rd.,	Winnetka	60093	(847) 367-6200

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IL	2782	Reyes, Jair A		115-B W Rockland Rd,	Libertyville	60048	(708) 749-4949
IL	2784	Lindeman, Kenneth R.		6613 Cermak Road,	Berwyn	60402	(815) 455-1515
IL	2786	Manos, Anthony P.		6168 Northwest Highway,	Crystal Lake	60014	(847) 949-7770
IL	2787	Gronemann, James W.		837 South Lake Street,	Mundelein	60060	(312) 666-5900
IL	2788	Manos, Anthony P.		1234 S. Canal St.,	Chicago	60607	(773) 665-7232
IL	2789	Manos, Anthony P.		2231 N. Lincoln,	Chicago	60614	(312) 481-8333
IL	2791	Manos, Anthony P.		509 North Orleans Street,	Chicago	60654	(847) 697-3030
IL	2792	Gronemann, James W.		233 Dundee Ave.,	Elgin	60120	(224) 900-1040
IL	2793	Gronemann, James W.		4196 IL Route 83,Unit C	Long Grove	60047	(618) 985-3030
IL	2795	Burch, Nicholas M.		701 South Greenbriar Rd.,	Carterville	62918	(847) 289-2200
IL	2797	Manos, Anthony P.		1944 McDonald Road,	South Elgin	60177	(309) 665-0505
IL	2801	Ratterman, Mark B.		2205 E. Oakland Ave.,	Bloomington	61701	(309) 454-5111
IL	2802	Ratterman, Mark B.		305 W. Beaufort St.,	Normal	61761	(217) 422-2244
IL	2803	Ratterman, Mark B.		1135 W. Wood,	Decatur	62521	(217) 747-8383
IL	2804	Ratterman, Mark B.		2512 N. Water Street,	Decatur	62526	(217) 429-4155
IL	2805	Ratterman, Mark B.		1948 E. Eldorado St.,	Decatur	62521	(630) 355-5700
IL	2807	Ambre, Timothy J.		2801 Ogden Ave.,	Lisle	60532	(630) 871-3030
IL	2808	Lindeman, Kenneth R.		619 W. Roosevelt Rd.,	Wheaton	60187	(217) 788-9090
IL	2809	Ratterman, Mark B.		501 Commerce Drive,Suite C	Savoy	61874	(309) 637-3315
IL	2810	Ratterman, Mark B.		425 N. Western Ave.,	Peoria	61606	(309) 204-4500
IL	2812	Ratterman, Mark B.		1910 E. College Avenue,	Normal	61761	(815) 324-2100
IL	2814	Ratterman, Mark B.		200 E. Norris Drive,	Ottawa	61350	(773) 249-7222
IL	2815	Al-Farah, Ayed T.		3918-20 N. Cicero Ave.,	Chicago	60641	(309) 266-7777
IL	2817	Ratterman, Mark B.		11 E. Jackson St.,	Morton	61550	(309) 686-1676
IL	2820	Ratterman, Mark B.		3320 N. Prospect Rd. #B,	Peoria	61603	(217) 735-3333
IL	2822	Ratterman, Mark B.		415 Keokuk Street,	Lincoln	62656	(779) 800-6100
IL	2823	Ratterman, Mark B.		1613 N. Bloomington St.,	Streator	61364	(847) 259-8110
IL	2824	Manos, Anthony P.		325 E. Rand Road,	Arlington Heights	60004	(309) 353-8880
IL	2825	Ratterman, Mark B.		1810 Court St.,	Pekin	61554	(815) 317-3300
IL	2826	Ratterman, Mark B.		1036 W. Reynolds Street,	Pontiac	61764	(773) 254-3030
IL	2827	Kumar, Kuldeep		4323 South Ashland Avenue,	Chicago	60609	(217) 243-7541
IL	2830	Ratterman, Mark B.		302 W. Morton Ave.,	Jacksonville	62650	(847) 587-4666
IL	2832	Pascucci, Anthony B.		65 S. US Highway 12,	Fox Lake	60020	(815) 324-4800

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IL	2835	Ratterman, Mark B.		1735 N. Division Street,	Morris	60450	(847) 541-7579
IL	2837	Gronemann, James W.		12 W. Dundee Rd.,	Wheeling	60090	(630) 585-8888
IL	2839	Montez, Raymond J.		646 Frontenac Rd. #103,	Aurora	60504	(217) 528-2001
IL	2840	Ratterman, Mark B.		544 W. Jefferson St.,	Springfield	62702	(815) 986-3333
IL	2844	Baretz, Douglas W.		2922 N. Main St.,	Rockford	61103	(217) 824-4222
IL	2845	Ratterman, Mark B.		106 W. Park St.,	Taylorville	62568	(630) 515-1700
IL	2847	Lindeman, Kenneth R.		5531 Belmont Road,	Downers Grove	60515	(618) 498-2111
IL	2848	Ratterman, Mark B.		218 S. State Street,	Jerseyville	62052	(618) 931-3030
IL	2849	Ratterman, Mark B.		3988 Maryville Road,	Granite City	62040	(773) 277-3166
IL	2851	Manos, Anthony P.		4039 W. 26th St.,	Chicago	60623	(618) 524-5111
IL	2852	Razban, Ahmad		501 W. 10th Street,	Metropolis	62960	(815) 722-3313
IL	2853	Montez, Raymond J.		571 Collins St.,	Joliet	60432	(618) 437-6400
IL	2855	Ratterman, Mark B.		4996 State Route 159, Unit C	Maryville	62062	(815) 331-8668
IL	2859	Pascucci, Anthony B.		2208 Richmond Road,	McHenry	60051	(815) 939-4400
IL	2861	Montez, Raymond J.		1735 E. Maple Street,	Kankakee	60901	(815) 939-6400
IL	2862	Montez, Raymond J.		100 E. John Casey Road,	Bourbonnais	60914	(708) 447-9898
IL	2863	Bronzell, Anthony S.		8538 W. Ogden Ave.,	Lyons	60534	(773) 769-3030
IL	2865	Lindeman, Kenneth R.		5912-14 N. Clark Street,	Chicago	60660	(773) 324-3800
IL	2869	Lindeman, Kenneth R.		1453 E. Hyde Park Boulevard,	Chicago	60615	(847) 816-7771
IL	2871	Chiodo, Steven R.		726-H S. Milwaukee Avenue,	Gurnee	60031	(773) 901-4900
IL	2872	Kumar, Kuldeep		3145 South Ashland Avenue,	Chicago	60608	(773) 772-9000
IL	2878	Al-Farah, Ayed T.		4608 W. Fullerton,	Chicago	60639	(773) 782-1100
IL	2879	Al-Farah, Ayed T.		5628 West Fullerton,	Cook	60639	(224) 404-1400
IL	2880	Hudrick, Robert E.		611 West Golf Road,	Des Plaines	60016	(312) 664-7440
IL	2881	Manos, Anthony P.		143 W. Division St.,	Chicago	60610	(773) 757-6700
IL	2883	Vickers, Chad		2101 E. 71st St., Unit C6	Chicago	60649	(847) 205-0025
IL	2886	Oviedo, Angel		1022 Waukegan Road,	Northbrook	60062	(847) 746-2000
IL	2887	Chiodo, Steven R.		1828 Sheridan Road,	Zion	60099	(847) 256-9020
IL	2888	Montez, Raymond J.		350 Ridge Rd.,	Wilmette	60091	(708) 841-9490
IL	2889	Atallah, Akram		655 E. Sibley,	Dolton	60419	(847) 249-4050
IL	2891	Chiodo, Steven R.		38973 N. Lewis Avenue,	Beach Park	60099	(217) 393-6700
IL	2896	Ratterman, Mark B.		1030 Jason Place,	Chatham	62629	(217) 328-6800
IL	2900	Ratterman, Mark B.		407 E. University Ave. Ste. 102,	Urbana	61802	(217) 235-7104

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IL	2902	Duvall, Samuel Edward		1001 Charleston Ave.,	Mattoon	61938	(618) 394-0030
IL	2903	Ratterman, Mark B.		2190 Patricia Court,	Caseyville	62232	(217) 347-7788
IL	2904	Ratterman, Mark B.		1001 W. Fayette Ave.,	Effingham	62401	(630) 920-8200
IL	2905	Ambre, Timothy J.		6942 Kingery Hwy. (Rt. 83),	Willowbrook	60527	(630) 425-2800
IL	2908	Ambre, Timothy J.		135 N. Randall Rd.,	Batavia	60510	(630) 416-9900
IL	2909	Montez, Raymond J.		2035 S. Washington St.,	Naperville	60565	(618) 988-1686
IL	2912	Daugherty, Danny J.		820 S. Park Avenue,	Herrin	62948	(618) 439-9200
IL	2915	Burch, Nicholas M.		321 N. Main Street,	Benton	62812	(618) 548-6600
IL	2916	Vosburgh, Lance A.		1340 W. Main St.,	Salem	62881	(217) 223-4040
IL	2918	Mabrey, Jeffrey M.		2501 Broadway,	Quincy	62301	(217) 893-4455
IL	2920	Ratterman, Mark B.		520 South Tanner Street,	Rantoul	61866	(217) 355-0717
IL	2921	Ratterman, Mark B.		55 E. Green St.,	Champaign	61820	(217) 398-6900
IL	2923	Ratterman, Mark B.		1301 N Prospect Rd.,	Champaign	61821	(217) 398-6800
IL	2924	Ratterman, Mark B.		1803 W. Kirby Avenue,	Champaign	61821	(847) 223-3300
IL	2926	Reyes, Jair A		229 Barron Blvd.,	Grayslake	60030	(618) 624-2700
IL	2929	Ratterman, Mark B.		304 E. Highway 50,	O'Fallon	62269	(618) 277-0300
IL	2930	Ratterman, Mark B.		4000 W. Main Street,	Belleville	62223	(618) 277-4601
IL	2931	Ratterman, Mark B.		1900 N. Belt East,	Belleville	62221	(618) 236-2020
IL	2932	Ratterman, Mark B.		5519 N. Illinois Street,	Fairview Heights	62208	(618) 332-2266
IL	2933	Ratterman, Mark B.		1302-1 Camp Jackson Road,	Cahokia	62206	(618) 808-0666
IL	2935	Ratterman, Mark B.		9785 Hayden Dr.,	Mascoutah	62258	(630) 554-7777
IL	2937	Montez, Raymond J.		1148 Douglas Road,	Oswego	60543	(217) 442-4242
IL	2940	Ratterman, Mark B.		714 N. Gilbert St.,	Danville	61832	(618) 421-4994
IL	2941	Duvall, Samuel Edward		312 E. Main Street,	Robinson	62454	(630) 860-0111
IL	2942	Gronemann, James W.		323 W. Irving Park Road,	Wood Dale	60191	(815) 232-0000
IL	2945	Baretz, Douglas W.		2545 IL Route 26 South,	Freeport	61032	(630) 423-5600
IL	2946	Montez, Raymond J.		3340 Orchard Road,Unit 3340	Oswego	60543	(708) 867-4900
IL	2948	Good, Aleja		4707 N. Harlem Ave.,	Harwood Heights	60706	(815) 654-7000
IL	2949	Baretz, Douglas W.		1935 Harlem Rd.,Harlem- Alpine Shopping Center	Loves Park	61111	(618) 532-0202
IL	2950	Vosburgh, Lance A.		435 S Elm,	Centralia	62801	(815) 398-3333
IL	2952	Baretz, Douglas W.		3778 E. State St.,	Rockford	61108	(618) 664-3033
IL	2953	Ratterman, Mark B.		1501 S. State Route 127 Unit A,	Greenville	62246	(217) 324-3030
IL	2954	Ratterman, Mark B.		401 N. State St.,	Litchfield	62056	(618) 254-5000

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IL	2955	Ratterman, Mark B.		341 W St. Louis Ave,	E. Alton	62024	(618) 466-9595
IL	2956	Ratterman, Mark B.		3310 Godfrey Road,	Godfrey	62035	(618) 692-1515
IL	2957	Ratterman, Mark B.		120 E. Vandalia St.,	Edwardsville	62025	(618) 345-8825
IL	2958	Ratterman, Mark B.		608 Vandalia Street,	Collinsville	62234	(618) 877-3030
IL	2959	Ratterman, Mark B.		2201 Madison Avenue,	Granite City	62040	(618) 244-3030
IL	2960	Vosburgh, Lance A.		805 Salem Rd.,	Mt Vernon	62864	(847) 526-0550
IL	2961	Manos, Anthony P.		469-B W. Liberty St.,	Wauconda	60084	(847) 836-4900
IL	2962	Manos, Anthony P.		541 Dundee Ave.,	East Dundee	60118	(618) 281-9393
IL	2963	Ratterman, Mark B.		1125 Columbia Center,	Columbia	62236	(618) 377-3030
IL	2964	Ratterman, Mark B.		103 Bethalto Drive,	Bethalto	62010	(618) 252-8311
IL	2965	Daugherty, Danny J.		44 N. Commercial St., Suite B	Harrisburg	62946	(217) 586-1600
IL	2966	Emerson, Seth		201 N. Lombard St.,	Mahomet	61853	(618) 667-6100
IL	2967	Ratterman, Mark B.		427 Edwardsville Rd.,	Troy	62294	(708) 580-4900
IL	2970	Hemingway, Matthew		5410 South LaGrange Road,	Countryside	60525	(618) 654-7700
IL	2971	Ratterman, Mark B.		Space #C, Highland Crossing #2, 12545 State Rou	Highland	62249	(708) 239-0009
IL	2972	Hemingway, Matthew		2411 W. 119th Street,	Blue Island	60406	(708) 460-9900
IL	2973	Shekhar, Chander		8841 159th Street,	Orland Hills	60487	(847) 516-3030
IL	2974	Manos, Anthony P.		634 Northwest Highway,	Cary	60013	(847) 490-1111
IL	2975	Bilisoly, Joseph L.		738 E. Schaumburg Rd.,	Schaumburg	60194	(708) 581-9500
IL	2976	Hemingway, Matthew		10308 South Cicero Avenue,	Oak Lawn	60453	(708) 233-0700
IL	2982	Hemingway, Matthew		10402 S. Harlem,	Palos Hills	60465	(847) 737-3400
IL	2983	Palmiotto, Robert		10229 W. Grand Ave.,	Franklin Park	60131	(773) 788-1800
IL	2985	Hemingway, Matthew		5401 S. Harlem Ave.,	Chicago	60638	(773) 622-9600
IL	2986	Palmiotto, Robert		3336 N. Harlem Ave.,	Chicago	60634	(708) 481-4780
IL	2987	Khan, Saad J.		4767 Sauk Trail,	Richton Park	60471	(847) 854-5554
IL	2990	Manos, Anthony P.		3903 W. Algonquin Rd.,	Algonquin	60102	(630) 264-4444
IL	2993	Ambre, Timothy J.		380 W. Galena, Suite B,	Aurora	60506	(618) 826-2020
IL	2996	Burch, Nicholas M.		806 Lehmen Dr.,	Chester	62233	(224) 766-3030
IL	9160	Manos, Anthony P.		1410 Waukegan Road,	Glenview	60025	(708) 887-6000
IL	9161	Botrice, Morice B.		5410 W. Devon Ave.,	Chicago	60646	(847) 908-2100
IL	9162	Manos, Anthony P.		2083 Barrington Rd.,	Hoffman Estates	60169	(847) 796-3300
IL	9163	Manos, Anthony P.		890 S. Rand Road, Suite C,	Lake Zurich	60047	(312) 600-9121
IL	9165	Manos, Anthony P.		2331-2331B W. Madison St.,	Chicago	60612	(773) 475-6147

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IL	9166	Manos, Anthony P.		2508 West Cermak Road,	Chicago	60608	(618) 744-9292
IL	9167	Ratterman, Mark B.		Scott Air Force Base, Building No. 1981	Scott AFB	62225	(630) 785-6160
IL	9168	Ambre, Timothy J.		18W333 Roosevelt Road,	Lombard	60148	(708) 794-4455
IL	9169	Vickers, Chad		2141 W. 183rd Street,	Homewood	60430	(630) 520-0606
IL	9170	Palmiotto, Robert		200 W. North Ave. (Rte. 64),	West Chicago	60185	(618) 457-2333
IL	9174	Burch, Nicholas M.		887 East Grand Ave.,	Carbondale	62901	(847) 563-3030
IL	9175	Manos, Anthony P.		911 Foster street,	Evanston	60201	(708) 441-3338
IL	9176	Vickers, Chad		45 W. Sauk Trail,	South Chicago Heights	60411	(708) 577-6100
IL	9177	Atallah, Akram		14513 Western Ave.,	Dixmoor	60426	(708) 803-8030
IL	9178	Bronzell, Anthony S.		5210 West 159th St.,	Oak Forest	60452	(815) 524-5556
IL	9180	Ambre, Timothy J.		360 S. Weber Rd.,	Romeoville	60446	(618) 790-9300
IL	9181	Burch, Nicholas M.		1256 S. Washington,	Du Quoin	62832	(773) 596-1888
IL	9182	Manos, Anthony P.		800 North Kedzie, Unit 108,	Chicago	60651	(847) 350-7771
IL	9183	Montez, Raymond J.		636 Deerfield Road, Suite D,	Deerfield	60015	(217) 345-3030
IL	9184	Duvall, Samuel Edward		667 Lincoln,	Charleston	61920	(815) 345-3366
IL	9185	Manos, Anthony P.		701 S. Eastwood Dr.,	Woodstock	60098	(779) 234-4200
IL	9186	Montez, Raymond J.		967 Brookforest Ave.,	Shorewood	60404	(312) 429-4988
IL	9187	Manos, Anthony P.		901 W. Madison,	Chicago	60607	(773) 346-3535
IL	9188	Lindeman, Kenneth R.		6607 N. Clark Street,	Chicago	60626	(309) 304-7400
IL	9189	Ratterman, Mark B.		113 Radio City Dr.,	Pekin	61554-1575	(217) 712-2033
IL	9190	Duvall, Samuel Edward		604 Jasper Street,	Paris	61944	(217) 717-2103
IL	9191	Ratterman, Mark B.		3100 West Iles Ave.,	Springfield	62711	(217) 717-2104
IL	9192	Ratterman, Mark B.		2660 South Fifth St.,	Springfield	62703	(773) 309-0908
IL	9193	Manos, Anthony P.		2401 Clybourn Avenue,	Chicago(clybourn)	60614	(630) 687-9001
IL	9194	Montez, Raymond J.		1224 W. Ogden Ave, Unit K,	Naperville	60563	(618) 710-0333
IL	9195	Burch, Nicholas M.		441 Market Place,	Freeburg	62243	(815) 242-2020
IL	9196	Khan, Saad J.		13150 East Lincoln Highway, Suite 5,	New Lenox	60451	(309) 291-3800
IL	9197	Ratterman, Mark B.		2278 Washington Road,	Washington	61571	(309) 282-7878
IL	9198	Ratterman, Mark B.		10408 N. Centerway Drive, Suite H,	Peoria	61615	(618) 816-3433
IL	9685	Vosburgh, Lance A.		4115 Broadway St.,	Mount Vernon	62864	(812) 650-7033
IN	2501	Harding, Michael		2504 E. 3rd Street,	Bloomington	47401	(765) 289-3030
IN	2502	Mueller, Glenn A.		811 W. McGalliard Rd.,	Muncie	47303	(317) 751-8001
IN	2503	Mueller, Glenn A.		989 N. US 31, Suite 4	Whiteland	46184	(317) 284-7006

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
IN	2504	Mueller, Glenn A.		11640 Brooks School Road, Suite #300	Fishers	46037	(574) 404-5454
IN	2506	Mueller, Glenn A.		206 W. Ireland Road, Units B & C	South Bend	46614	(765) 664-6060
IN	2508	Hurteau/Prather, Art/Marty		1701 S. Western Ave.,	Marion	46953	(765) 767-7900
IN	2510	Hurteau/Prather, Art/Marty		3606 Cheryl Lane,	Lafayette	47909	(765) 447-9111
IN	2511	Hurteau/Prather, Art/Marty		1221 S. Creasy Lane, Suite O,	Lafayette	47905	(765) 743-3000
IN	2512	Hurteau/Prather, Art/Marty		2504 Greenbush St.,	Lafayette	47904	(317) 773-7373
IN	2514	Mueller, Glenn A.		770 Westfield Rd.,	Noblesville	46062	(765) 659-3300
IN	2515	Hurteau/Prather, Art/Marty		304 West Walnut Street,	Frankfort	46041	(765) 473-6603
IN	2516	Hurteau/Prather, Art/Marty		950 W. Main St.,	Peru	46970	(317) 984-7307
IN	2517	Mueller, Glenn A.		130 South Peru St.,	Cicero	46034	(812) 273-3030
IN	2518	Wilson, Scott S.		206 Clifty Dr.,	Madison	47250	(812) 288-4444
IN	2520	Wilson, Scott S.		914 Eastern Blvd., Suite 500	Clarksville	47129	(812) 246-6666
IN	2521	Wilson, Scott S.		111 Heritage Square,	Sellersburg	47172	(812) 883-6556
IN	2522	Wilson, Scott S.		502 S. Main Street,	Salem	47167	(812) 738-6999
IN	2523	Wilson, Scott S.		235 Old Capital Plaza Suite #2,	Corydon	47112	(765) 483-2700
IN	2525	Hurteau/Prather, Art/Marty		523 N. Lebanon St.,	Lebanon	46052	(812) 923-9393
IN	2526	Wilson, Scott S.		748 Highlander Point Dr.,	Floyds Knobs	47119	(812) 256-6600
IN	2528	Wilson, Scott S.		1033 Market St,	Charlestown	47111	(317) 842-3131
IN	2529	Mueller, Glenn A.		11805 Allisonville Rd.,	Fishers	46038	(812) 232-8133
IN	2530	Spinney, Shawn J.		955 Wabash Ave.,	Terre Haute	47807	(812) 645-7995
IN	2531	Spinney, Shawn J.		3300 N. 25th Street,	Terre Haute	47805-2928	(317) 846-6100
IN	2532	Mueller, Glenn A.		1441 S. Guilford Rd. Suite 110,	Carmel	46032	(812) 299-7171
IN	2534	Spinney, Shawn J.		4408 S. 7th Street,	Terre Haute	47802	(574) 269-5757
IN	2535	Mueller, Glenn A.		202 N. Detroit St.,	Warsaw	46580	(812) 853-3030
IN	2537	Seagle, Joseph M.		854 State Street,	Newburgh	47630	(812) 526-4000
IN	2539	Mueller, Glenn A.		512 High School Dr., a.k.a. 8843 S. US 31,	Edinburgh	46124	(812) 348-6300
IN	2540	Mueller, Glenn A.		1770 25th Street,	Columbus	47201	(317) 738-4455
IN	2541	Mueller, Glenn A.		1713 N. Morton St., Suite 10A,	Franklin	46131	(317) 398-0724
IN	2542	Mueller, Glenn A.		360 E. Broadway St.,	Shelbyville	46176	(765) 644-2900
IN	2543	Mueller, Glenn A.		1827 E. 18th St.,	Anderson	46016	(317) 859-3030
IN	2544	Mueller, Glenn A.		1211 N. Madison Ave.,	Greenwood	46142	(812) 650-5099
IN	2545	Harding, Michael		5560 State Road 46,	Bloomington	47404	(317) 839-3966
IN	2546	Mueller, Glenn A.		2235 E. Main St.,	Plainfield	46168	(317) 881-3030

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IN	2547	Mueller, Glenn A.		4979 W. Smith Valley Rd.,	Greenwood	46142	(812) 508-8484
IN	2549	Harding, Michael		1605 M Street,	Bedford	47421	(765) 966-8351
IN	2550	Koehler, Christopher Tristan James		401 National Road West,	Richmond	47374	(765) 200-7000
IN	2551	Koehler, Christopher Tristan James		3631 E. National Road,	Richmond	47374	(317) 823-0030
IN	2554	Mueller, Glenn A.		11135 Pendleton Pike, Suite 50,	Indianapolis	46269	(317) 635-3030
IN	2555	Mueller, Glenn A.		843 N. Capitol Ave.,	Indianapolis	46204	(812) 335-7777
IN	2556	Harding, Michael		2620 S. Walnut Street,	Bloomington	47401	(812) 334-3030
IN	2557	Harding, Michael		908 N. Walnut St.,	Bloomington	474012844	(317) 547-3030
IN	2558	Mueller, Glenn A.		4070 Pendleton Way,	Indianapolis	46226	(317) 578-3030
IN	2559	Mueller, Glenn A.		5917 E. 82nd St.,	Indianapolis	46250	(317) 899-3030
IN	2560	Mueller, Glenn A.		9935 E. 21st Street,	Indianapolis	46229	(812) 913-7800
IN	2561	Wilson, Scott S.		811 Talaina Place,	New Albany	47150	(317) 299-3030
IN	2563	Mueller, Glenn A.		3851 Moller Rd.,	Indianapolis	46254	(317) 865-0330
IN	2564	Mueller, Glenn A.		1350 W. Southport Rd., Suite F,	Indianapolis	46217	(317) 357-3030
IN	2565	Mueller, Glenn A.		985 N. Shadeland Ave.,	Indianapolis	46219	(317) 783-3030
IN	2566	Mueller, Glenn A.		4030 S. Emerson Ave.,	Indianapolis	46203	(317) 240-3030
IN	2567	Mueller, Glenn A.		4545 Rockville Rd.,	Indianapolis	46222	(317) 784-7755
IN	2568	Mueller, Glenn A.		3220 S. East St.,	Indianapolis	46227	(317) 636-0900
IN	2569	Mueller, Glenn A.		2522 E. Washington St.,	Indianapolis	46201	(812) 473-1011
IN	2570	Seagle, Joseph M.		600 N. Weinbach Avenue,	Evansville	44711	(812) 477-5544
IN	2571	Seagle, Joseph M.		1300 S. Green River Rd.,	Evansville	47715	(812) 886-4200
IN	2573	Seagle, Joseph M.		2619 N. 6th St.,	Vincennes	47591-3622	(812) 423-5511
IN	2574	Seagle, Joseph M.		5714 N. 1st. Ave.,	Evansville	47710	(317) 852-6222
IN	2575	Mueller, Glenn A.		40 E. Main St.,	Brownsburg	46112	(812) 424-7333
IN	2577	Seagle, Joseph M.		421-B North St. Joseph Av,	Evansville	47712	(812) 473-3383
IN	2578	Seagle, Joseph M.		2101 S. Weinbach,	Evansville	47714	(317) 272-3050
IN	2579	Mueller, Glenn A.		7810 E. US 36, Suite A,	Avon	46123	(812) 284-0300
IN	2580	Wilson, Scott S.		1710 E Tenth Street,	Jeffersonville	47130-6273	(812) 944-0030
IN	2581	Wilson, Scott S.		2613 Charlestown Rd.,	New Albany	47150	(812) 523-3959
IN	2582	Wilson, Scott S.		1104 E. Tipton,	Seymour	47274	(812) 537-0006
IN	2583	Glass, John B.		1103 US Hwy. 50 W.,	Lawrenceburg	47025	(574) 271-8885
IN	2584	Gronemann, James W.		51160 Bittersweet #1A,	Granger	46530	(812) 471-8585
IN	2585	Seagle, Joseph M.		1940 N. Green River Road,	Evansville	47715	(812) 913-0031

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IN	2586	Wilson, Scott S.		2784 Meijer Drive, Suite 1A,	Jeffersonville	47130	(574) 621-3330
IN	2587	Gronemann, James W.		30830 OLD US-20,	Elkhart	36514	(574) 257-1700
IN	2588	Gronemann, James W.		920 S. Merrifield Avenue,	Mishawaka	46544	(812) 838-3003
IN	2589	Wilson, Scott S.		1004 East 4th St.,	Mt. Vernon	47620	(812) 634-9897
IN	2590	Wilson, Scott S.		410 US 231 S.,	Jasper	47546	(812) 717-3555
IN	2601	Reynolds, Thomas S.		14 Alpine Drive,	Batesville	47006	(219) 884-0114
IN	2602	Gronemann, James W.		5374 Broadway,	Merrillville	46410	(219) 706-7010
IN	2603	Gronemann, James W.		1895 Crisman Road,Suite C	Portage	46383	(219) 989-6550
IN	2604	Gronemann, James W.		1918 165th Street,,Suite 700	Hammond	46320	(812) 722-4001
IN	2605	Schlickemeyer, Eric T		1220 W. McClain Avenue, Suite 100,	Scottsburg	47170	(317) 896-9292
IN	2606	Mueller, Glenn A.		711 E. Main St.,	Westfield	46074	(765) 497-4992
IN	2608	Hurteau/Prather, Art/Marty		3504-A Paramount Dr,	West Lafayette	47906	(317) 873-0300
IN	2611	Mueller, Glenn A.		1486 W. Oak St.,	Zionsville	46077	(219) 250-3068
IN	2619	Gronemann, James W.		560 Indian Boundary Road,Unit 1	Chesterton	46304	(219) 844-2555
IN	2620	Gronemann, James W.		7444 Kennedy Ave.,	Hammond	46323	(219) 973-4040
IN	2621	Gronemann, James W.		135 N. Wisconsin St.,	Hobart	46342	(219) 879-8330
IN	2622	Gronemann, James W.		2316 Franklin Street,	Michigan City	46360	(219) 662-0313
IN	2624	Gronemann, James W.		1494 N. Main St.,	Crown Point	46307	(219) 465-5500
IN	2625	Gronemann, James W.		1707 LaPorte Ave.,	Valparaiso	46383	(765) 453-9111
IN	2630	Hurteau/Prather, Art/Marty		2816 S. Washington,	Kokomo	46902	(765) 456-3891
IN	2631	Hurteau/Prather, Art/Marty		2304 W. Sycamore,	Kokomo	46901	(260) 665-3880
IN	2634	Reiniche, Jeffrey R.		1500 N. Wayne St,Suite A-1	Angola	46703	(260) 702-9600
IN	2638	Mayhall, Dennis L.		1532 W. Cook Road,	Fort Wayne	46825	(260) 247-6560
IN	2639	Mayhall, Dennis L.		1020 E. Tillman Rd.,	Fort Wayne	46816	(260) 245-2525
IN	2644	Mayhall, Dennis L.		10420 Maysville Road,	Fort Wayne	46835	(219) 576-6022
IN	2647	Gronemann, James W.		7758 S. Broadway,	Merrillville	46410	(260) 749-9999
IN	2648	Fendel, Vincent L.		320 Broadway Street,	New Haven	46774	(260) 355-7575
IN	2653	Hurteau/Prather, Art/Marty		2800 Wal Mart Drive,	Huntington	46750	(574) 271-0300
IN	2654	Mueller, Glenn A.		1627 Edison Rd.,	South Bend	46637	(260) 999-4186
IN	2658	Mayhall, Dennis L.		2910 East Dupont Road,	Fort Wayne	46825	(317) 318-1879
IN	2659	Mueller, Glenn A.		1202 N. State St.,	Greenfield	46140	(317) 257-5644
IN	2660	Mueller, Glenn A.		7411 North Keystone Ave.,	Indianapolis	46240	(317) 924-3030
IN	2661	Mueller, Glenn A.		501 E. 38th St.,	Indianapolis	46205	(317) 271-0413

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IN	2664	Mueller, Glenn A.		7875 W. 10th St.,	Indianapolis	46214	(317) 856-3331
IN	2665	Mueller, Glenn A.		4430 Mann Rd.,	Indianapolis	46221	(317) 876-3030
IN	2666	Mueller, Glenn A.		7940 Michigan Rd.,	Indianapolis	46268	(812) 268-3300
IN	2668	Wilson, Scott S.		527 North Section Street,	Sullivan	47882	(574) 753-6305
IN	2670	Mueller, Glenn A.		3423 E. Market St.,	Logansport	46947	(260) 267-9617
IN	2672	Mayhall, Dennis L.		1920 North Coliseum Boulevard,	Fort Wayne	46805	(260) 444-4560
IN	2673	Mayhall, Dennis L.		301 W. Jefferson Blvd., Suite 135,	Fort Wayne	46802	(260) 203-3016
IN	2674	Mayhall, Dennis L.		4818 Illinois Road,	Fort Wayne	46804	(765) 307-4047
IN	2675	Hurteau, Connor		1500 W. Washington Street,	Crawfordsville	47933	(219) 841-6030
IN	9670	Gronemann, James W.		6036 US-6,	Portage	46368	(574) 703-3638
IN	9671	Mueller, Glenn A.		3301 Lincoln Way West,	South Bend	46628	(219) 380-0760
IN	9672	Gronemann, James W.		325 J Street,	La Porte	46350	(219) 323-8550
IN	9673	Gronemann, James W.		218 W. Lincoln Highway,	Schererville	46375	(765) 497-7890
IN	9674	Hurteau/Prather, Art/Marty		616 West Stadium Avenue,	West Lafayette	47906	(316) 351-5882
KS	1692	Cunningham, Donal		321 S. Andover Road, Suite 500,	Andover	67002	(316) 295-4752
KS	1693	Poulsen, Jamie S.		4734 S. Broadway St.,	Wichita	67216	(913) 268-3337
KS	6300	Poulsen, Jamie S.		10240 W. 75th Street,	Merriam	66204	(913) 308-3030
KS	6301	Poulsen, Jamie S.		14317 W. 135th St.,	Olathe	66062	(785) 841-8002
KS	6302	Maddox, Jeffrey W.		832 Iowa St.,	Lawrence	66044	(785) 232-3600
KS	6305	Poulsen, Jamie S.		2940 SW Wanamaker Road, Suite 108,	Topeka	66614	(785) 232-2300
KS	6306	Poulsen, Jamie S.		735 SW Topeka Boulevard,	Topeka	66603	(785) 267-6400
KS	6307	Poulsen, Jamie S.		2835 SE California Avenue,	Topeka	66605	(785) 776-7788
KS	6311	Maddox, Jeffrey W.		2020 Tuttle Creek Blvd.,	Manhattan	66502	(785) 825-7788
KS	6315	Maddox, Jeffrey W.		1621 S. Ohio St.,	Salina	67401	(785) 762-2500
KS	6316	Maddox, Jeffrey W.		603 W. 6th St.,	Junction City	66441	(913) 884-7200
KS	6328	Green, Troy A.		937 E. Lincoln Lane,	Gardner	66030	(913) 764-6311
KS	6340	Poulsen, Jamie S.		705 E. Santa Fe St.,	Olathe	66061	(913) 387-4054
KS	6341	Poulsen, Jamie S.		5435 Johnson Drive,	Mission	66205	(913) 422-9494
KS	6343	Poulsen, Jamie S.		22231 W. 66th St.,	Shawnee	66226	(913) 894-4144
KS	6345	Poulsen, Jamie S.		11036 Quivira Road,	Overland Park	66210	(316) 295-2829
KS	6346	Cunningham, Donal		2100 N. Rock Road, Suite 600,	Derby	67037	(316) 260-1105
KS	6350	Poulsen, Jamie S.		2417 A South Seneca St.,	Wichita	67217	(913) 341-6884
KS	6351	Poulsen, Jamie S.		5227 W. 95th St.,	Overland Park	66207	(913) 851-3003

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KS	6352	Poulsen, Jamie S.		15001 Metcalf Ave.,	Overland Park	66223	(913) 651-7244
KS	6360	Miller, Daryl M.		821 S. 5th St.,	Leavenworth	66048	(785) 761-2700
KS	6364	Maddox, Jeffrey W.		7840 Normandy Drive,	Fort Riley	66442	(316) 260-8727
KS	6375	Poulsen, Jamie S.		2047 W. 21st St. N,	Wichita	67203	(316) 201-6191
KS	6376	Poulsen, Jamie S.		3750 N. Woodlawn,	Wichita	67220	(785) 625-2311
KS	6385	Friedman, Shawn C.		2505 Vine St.,	Hays	67601	(316) 773-6868
KS	6387	Poulsen, Jamie S.		10231 W. 21st Street N. #101 A,	Wichita	67205	(316) 351-5525
KS	6388	Poulsen, Jamie S.		327 N. Hillside St.,	Wichita	67214	(316) 683-3131
KS	6392	Poulsen, Jamie S.		7825 East Harry St., Suite 209,	Wichita	67207	(620) 371-5498
KS	6393	Lessert, Kelly Wade		2205-A Central Avenue,	Dodge City	67801	(620) 259-7585
KS	6394	Poulsen, Jamie S.		2500 North Main St., Suite A,	Hutchinson	67502	(913) 662-7878
KS	6399	Poulsen, Jamie S.		15630 Pinehurst Drive, Suite 8	Basehor	66007	(620) 231-5555
KS	9630	Elwell, Emily E.		716 S. Broadway,	Pittsburg	66762	(785) 761-2480
KS	9631	Maddox, Jeffrey W.		640 Huebner Rd.,	Ft. Riley	66442	(785) 856-2510
KS	9632	Maddox, Jeffrey W.		1008 West 23rd Street,	Lawrence	66046	(913) 766-2333
KS	9633	Poulsen, Jamie S.		8055 State Avenue,	Kansas City	66112	(620) 341-9411
KS	9634	Poulsen, Jamie S.		2326 Industrial Rd.,	Emporia	66801	(620) 307-5998
KS	9635	Cunningham, Donal		2401 N. Summit St., Suite G,	Arkansas City	67005	(316) 320-3533
KS	9636	Poulsen, Jamie S.		2422 W. Central Ave., Suite 100,	El Dorado	67042	(316) 282-3434
KS	9637	Claassen, Grant Daniel		1400 S. Kansas Avenue, Suite 1400,	Newton	67114	(620) 504-6050
KS	9638	Claassen, Grant Daniel		719 North Main Street,	McPherson	67460	(620) 768-5533
KS	9639	Elwell, Emily E.		2 Jersey St.,	Fort Scott	66701	(620) 277-7096
KS	9640	Lessert, Kelly Wade		2312 E. Kansas Ave., Suite C,	Garden City	67846	(620) 624-2299
KS	9641	Lessert, Kelly Wade		1580 N. Kansas Ave,	Liberal	67901	(620) 820-2244
KS	9642	Elwell, Emily E.		2101 Main Street,	Parsons	67357	(859) 300-6464
KY	1359	Reisch, Christian J.		125 Towne Center Drive, Suite 127	Lexington	40511	(859) 485-0700
KY	1365	Glass, John B.		167 Winning Colors Way,	Walton	41094	(502) 543-1212
KY	1366	Harding, Michael		544 Conestoga Pkwy #15,	Shepherdsville	40165	(859) 363-2800
KY	1367	Glass, John B.		6424 Taylor Mill Road, Suites 2&3	Independence	41051	(270) 422-4230
KY	1369	Wilson, Scott S.		757 By-Pass Road,	Brandenburg	40108	(502) 695-1558
KY	1373	Reisch, Christian J.		15 Grandview Drive,	Frankfort	40601-3223	(502) 955-4444
KY	1374	Harding, Michael		6434 North Preston Highway , #4,	Hillview	40229	(859) 586-0444
KY	1375	Glass, John B.		1785 Patrick Dr.,	Burlington	41005	(502) 839-8800

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KY	1376	Reisch, Christian J.		102 Plaza Drive,	Lawrenceburg	40342	(606) 365-1818
KY	1377	Short, Christopher J.		22 Frontier Blvd.,	Stanford	40484	(270) 237-5555
KY	1378	Carrigan, Benjamin Eli		213 East Main Street,	Scottsville	42164	(270) 781-1000
KY	1380	Seagle, Joseph M.		4709 Scottsville Road,	Bowling Green	42104	(270) 726-1500
KY	1381	Lawson, Robert D.		30 Shelton Lane,	Russellville	42276	(270) 527-1030
KY	1382	Razban, Ahmad		31 Carroll Rd., Ste. B,	Benton	42025	(270) 472-3000
KY	1383	Razban, Ahmad		503 US Highway 45, Suite B,	Fulton	42041	(502) 241-0600
KY	1384	Reynolds, Thomas S.		6332 W. Highway 146, #2,	Crestwood	40014	(502) 228-3030
KY	1385	Reynolds, Thomas S.		9551 US Hwy. 42,	Prospect	40059	(270) 575-0100
KY	1386	Razban, Ahmad		2720 New Holt Rd., Suite A,	Paducah	42001	(270) 757-9300
KY	1389	Lawson, Robert D.		605 W. Everly Bros. Blvd.,	Central City	42330	(502) 222-2202
KY	1390	Reynolds, Thomas S.		310 South 1st. St.,Suite A	La Grange	40031	(502) 538-3888
KY	1391	Harding, Michael		110 Oakbrooke Dr.,	Mount Washington	40047	(859) 543-1999
KY	1394	Reisch, Christian J.		3090 Helmsdale Place,Suite #300	Lexington	40509	(502) 385-2530
KY	1401	Reisch, Christian J.		1150 US Highway 127 South,	Frankfort	40601	(859) 276-4440
KY	1402	Reisch, Christian J.		828 Lane Allen Road Unit #26,	Lexington	40504	(502) 735-0030
KY	1403	Reisch, Christian J.		103 Village Market Path,	Georgetown	40324	(859) 214-7900
KY	1404	Reisch, Christian J.		460 Lexington Road,	Versailles	40383	(859) 273-1515
KY	1405	Reisch, Christian J.		3120 Pimlico Parkway,Suite 116	Lexington	40517	(859) 273-4626
KY	1406	Bouvin, Carey J.		130 W. Tiverton Way #150,	Lexington	40503	(859) 223-1540
KY	1407	Bouvin, Carey J.		3101 Clays Mill Road,	Lexington	40503	(859) 269-3030
KY	1408	Reisch, Christian J.		801 Euclid Avenue,	Lexington	40502-1742	(859) 885-6061
KY	1409	Short, Christopher J.		800 S. Main St.,Suite D	Nicholasville	40356	(606) 658-9888
KY	1410	Short, Christopher J.		1232 N. 12th Street,	Middlesboro	40965	(502) 633-0606
KY	1413	Harding, Michael		1039 West Main,	Shelbyville	40065	(859) 623-0030
KY	1414	Reisch, Christian J.		328 Eastern Byp.,	Richmond	40475	(859) 236-2900
KY	1415	Williams, Joseph M.		135 E. Main St.,Suite 1	Danville	40422	(606) 783-0030
KY	1416	Short, Christopher J.		155 Pine Crest Rd.,	Morehead	40351	(859) 655-9999
KY	1417	Glass, John B.		4387 Winston Ave.,	Covington	41015	(502) 863-6100
KY	1418	Reisch, Christian J.		1102 Lexington Road,	Georgetown	40324	(270) 697-1122
KY	1420	Murph, Alan D.		4190 Morgan Rd.,	Ft. Campbell	42223	(502) 458-0030
KY	1421	Neichter, Gregory J.		2520 Bardstown Road,	Louisville	40205	(502) 458-0300
KY	1422	Neichter, Gregory J.		3951 Taylorsville Road,	Louisville	40220	(502) 895-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
KY	1423	Neichter, Gregory J.		2400 Brownsboro Road,	Louisville	40206	(502) 637-3030
KY	1424	Neichter, Gregory J.		812 Eastern Parkway,	Louisville	40217	(502) 425-5170
KY	1425	Reynolds, Thomas S.		9407 Westport Road, Suite 101,	Louisville	40241	(502) 449-3030
KY	1426	Neichter, Gregory J.		3900 7th Street Road,	Louisville	40216	(502) 966-3030
KY	1427	Neichter, Gregory J.		8404 Preston Highway,	Louisville	40219	(502) 897-3030
KY	1428	Neichter, Gregory J.		130 Breckinridge Lane,	Louisville	40207	(502) 245-3030
KY	1429	Neichter, Gregory J.		11517 Shelbyville Road,	Louisville	40243	(502) 409-4096
KY	1430	Reynolds, Thomas S.		10000 Brownsboro Road,	Louisville	40241	(502) 935-3030
KY	1431	Neichter, Gregory J.		10011 Dixie Highway,	Louisville	40272	(502) 363-3030
KY	1432	Neichter, Gregory J.		6803 Southside Drive,	Louisville	40214	(502) 966-3000
KY	1433	Neichter, Gregory J.		5400 Preston Hwy.,	Louisville	40213	(502) 423-0030
KY	1434	Reynolds, Thomas S.		8054-A New LaGrange Rd. Ste A,	Louisville	40222	(502) 239-0300
KY	1435	Neichter, Gregory J.		7924 Fegenbush Lane,	Louisville	40228	(502) 449-3000
KY	1436	Neichter, Gregory J.		5219 Dixie Hwy,	Louisville	40216	(502) 348-1274
KY	1437	Seagle, Joseph M.		701 N. 3rd Street,	Bardstown	40004	(606) 877-3030
KY	1438	Short, Christopher J.		104 London Shopping Center,	London	40741	(859) 233-3030
KY	1440	Reisch, Christian J.		524 West New Circle Rd, Suite 180,	Lexington	40511	(859) 279-2700
KY	1441	Short, Christopher J.		920 Indian Mound Drive,	Mount Sterling	40353	(859) 781-3311
KY	1444	Glass, John B.		102 Pavilion Parkway,	Newport	41071	(859) 986-7445
KY	1445	Short, Christopher J.		119 Clay Drive,	Berea	40403	(270) 789-1115
KY	1446	Rigsby, James S.		716 E. Broadway St.,	Campbellsville	42718	(859) 987-0080
KY	1447	Williams, Joseph M.		1740 S. Main St.,	Paris	40361	(859) 745-0800
KY	1449	Williams, Joseph M.		200 Codella Dr.,	Winchester	40391	(270) 351-2121
KY	1450	Seagle, Joseph M.		651 South Wilson Road,	Radcliff	40160-1602	(270) 351-6091
KY	1451	Seagle, Joseph M.		675 Knox Blvd,	Radcliff	40160	(270) 769-5901
KY	1452	Seagle, Joseph M.		603 N Miles St.,	Elizabethtown	42701-1915	(270) 781-6063
KY	1453	Seagle, Joseph M.		650 US 31-W By-Pass,	Bowling Green	42101	(270) 781-9494
KY	1454	Seagle, Joseph M.		2201-A Stonehenge Ave.,	Bowling Green	42101	(270) 683-8777
KY	1455	Seagle, Joseph M.		1003 Burlew Boulevard,	Owensboro	42303	(270) 926-6400
KY	1456	Seagle, Joseph M.		3333 Frederica Drive,	Owensboro	42301-6152	(270) 825-1010
KY	1457	Seagle, Joseph M.		304 S Main Street,	Madisonville	42431-2560	(270) 826-7888
KY	1458	Seagle, Joseph M.		700 Second St,	Henderson	42420	(859) 384-6630
KY	1459	Glass, John B.		9031 US Hwy 42 Suite B,	Union	41091	(270) 651-2404

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KY	1460	Seagle, Joseph M.		810 W Cherry St.,	Glasgow	42141	(859) 669-2900
KY	1461	Glass, John B.		102 Elm Street,	Ludlow	41016	(859) 448-2600
KY	1462	Glass, John B.		7647 Alexandria Pike,	Alexandria	41001	(502) 267-3030
KY	1464	Neichter, Gregory J.		3830 Ruckriegal Pkwy. Ste. 101,	Louisville	40299	(606) 679-7472
KY	1465	Short, Christopher J.		1886 S. Highway 27,	Somerset	42501	(606) 348-3377
KY	1466	Short, Christopher J.		1215 N. Main St., Suite 15,	Monticello	42633	(606) 432-1133
KY	1470	Hurd, Timothy A.		115 Pike Street,	Pikeville	41501	(859) 371-8500
KY	1471	Glass, John B.		7550 Dixie Hwy.,	Florence	41042	(606) 528-0414
KY	1474	Short, Christopher J.		1504 Cumberland Falls Hwy., Suite 1	Corbin	40701	(606) 549-3060
KY	1479	Short, Christopher J.		937 Hwy. 25W,	Williamsburg	40769	(606) 325-7777
KY	1480	Graves, Susan L.		1243 Carter Ave.,	Ashland	41101	(859) 331-4040
KY	1483	Glass, John B.		2353 Buttermilk Crossing,	Crescent Springs	41017	(606) 564-6782
KY	1485	Maiberger, Greg		114 E Second Street,	Maysville	41056	(270) 554-0080
KY	1487	Razban, Ahmad		3240 Lone Oak Road,	Paducah	42003	(270) 444-0080
KY	1488	Razban, Ahmad		3831 Clarks River Rd.,	Paducah	42003	(270) 442-9119
KY	1489	Razban, Ahmad		2900 Jackson St,	Paducah	42003-3911	(270) 885-2233
KY	1491	Seagle, Joseph M.		2211 Fort Campbell Blvd.,	Hopkinsville	42240-4070	(270) 247-3366
KY	1492	Razban, Ahmad		603 W Broadway,	Mayfield	42066	(859) 823-1234
KY	1495	Wilson, Joseph Scott		90 S. Main St., Suite 1A,	Dry Ridge	41035	(270) 753-3030
KY	1496	Razban, Ahmad		110 S. 12th St.,	Murray	42071	(270) 776-9696
KY	5436	Carrigan, Benjamin Eli		520 Main Street, Suite A,	Franklin	42134	(225) 664-3015
LA	3007	Mueller, Glenn A.		33716 LA Highway 16, Suite E,	Denham Springs	70706	(985) 325-3030
LA	3011	Carpenter, Penne L.		16646 W. Main St.,	Cutoff	70345	(337) 893-4334
LA	3012	Mueller, Glenn A.		8202 Maurice Avenue,	Maurice	70555	(985) 370-0039
LA	3016	Mueller, Glenn A.		15389 Highway 22,	Ponchatoula	70454	(337) 886-0030
LA	3027	Mueller, Glenn A.		201 W. Gloria Switch Rd., Unit 1,	Lafayette	70507	(225) 744-3232
LA	3031	Mueller, Glenn A.		17278 Airline Hwy, Ste #A,	Prairieville	70769	(337) 839-3660
LA	3032	Mueller, Glenn A.		6025 U.S. Hwy. 90 East,	Broussard	70518	(337) 332-0323
LA	3036	Mueller, Glenn A.		2086 Rees St.,	Breaux Bridge	70517	(225) 664-3090
LA	3037	Mueller, Glenn A.		28470 Walker Rd. South,	Walker	70785	(985) 809-0003
LA	3038	Mueller, Glenn A.		4115 Highway 59,	Mandeville	70471	(985) 875-7743
LA	3044	Mueller, Glenn A.		69290 Highway 21,	Covington	70433	(225) 377-2020
LA	3045	Mueller, Glenn A.		3225 LA Highway 1 South, Suite B,	Port Allen	70767	(318) 795-2380

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
LA	3046	Mueller, Glenn A.		8530 Youree Drive,	Shreveport	71115	(337) 685-3030
LA	3047	Mueller, Glenn A.		1616 Veterans Memorial Drive, Suite 3,	Erath	70533	(985) 223-3030
LA	3048	Mueller, Glenn A.		5761 W. Park Avenue,	Houma	70364	(318) 343-4984
LA	3053	Tucker, Freddie		126 Rowland Road,	Monroe	71203	(318) 688-3030
LA	3054	Mueller, Glenn A.		4455 Pines Rd.,	Shreveport	71129	(985) 764-8751
LA	3055	Mueller, Glenn A.		1955 Ormond Blvd., Suite K,	Destrehan	70047	(985) 649-3030
LA	3057	Mueller, Glenn A.		2170 Gause Blvd. West, Suite 177,	Slidell	70460	(985) 732-5551
LA	3058	Magee, Gregory S.		201 Superior Avenue,	Bogalusa	70427	(318) 949-2000
LA	3059	Mueller, Glenn A.		1000 E. Hwy. 80, Suite A,	Haughton	71037	(337) 942-3334
LA	3061	Varela, Mario		937 Creswell Lane,	Opelousas	70570	(504) 832-2877
LA	3062	Mueller, Glenn A.		1720 Lake Ave.,	Metairie	70005	(225) 231-2690
LA	3063	Patrick, Joseph Harold		8910 Greenwell Springs Rd.,	Baton Rouge	70814	(337) 855-8100
LA	3064	Mueller, Glenn A.		204 Sam Houston Pkwy,	Lake Charles	70611	(337) 626-2070
LA	3065	Mueller, Glenn A.		2300 Maplewood Drive,	Sulphur	70663	(985) 785-1200
LA	5200	Mueller, Glenn A.		13505 Highway 90, Ste. B,	Boutee	70039	(504) 891-3030
LA	5201	Mueller, Glenn A.		4938 Freret St,	New Orleans	70115	(504) 366-5300
LA	5202	Mueller, Glenn A.		651 Terry Parkway Suite 101,	Gretna	70056	(504) 366-3030
LA	5204	Mueller, Glenn A.		2032 Manhattan Blvd.,	Harvey	70058	(504) 885-3030
LA	5205	Mueller, Glenn A.		2405 David Dr.,	Metairie	70003	(504) 885-2667
LA	5208	Mueller, Glenn A.		3030 Severn Ave. Bay #10,	Metairie	70002	(504) 348-1800
LA	5209	Mueller, Glenn A.		1092 Westbank Expressway,	Westwego	70094	(504) 394-4653
LA	5210	Mueller, Glenn A.		4855 General Meyer Ave,	New Orleans	70014	(504) 834-3030
LA	5211	Mueller, Glenn A.		2325 1/2 Metairie Road,	Metairie	70001	(504) 483-7770
LA	5212	Mueller, Glenn A.		402 North Carrollton Ave.,	New Orleans	70119	(504) 832-3030
LA	5213	Mueller, Glenn A.		3737 Jefferson Hwy,	Jefferson	70121	(225) 236-3030
LA	5214	Mueller, Glenn A.		9837 Bluebonnet Blvd.,	Baton Rouge	70810	(225) 261-9691
LA	5215	Mueller, Glenn A.		10544 Sullivan Rd.,Suite A	Central	70818	(985) 641-3030
LA	5217	Mueller, Glenn A.		875 Robert Rd,	Slidell	70458	(985) 646-1311
LA	5218	Mueller, Glenn A.		550 Old Spanish Trail,	Slidell	70458	(504) 279-3010
LA	5219	Mueller, Glenn A.		316 E. Judge Perez Dr.,	Chalmette	70043	(504) 240-6700
LA	5223	Mueller, Glenn A.		10500 Chef Menteur Highway,	New Orleans	70127	(504) 246-3030
LA	5224	Mueller, Glenn A.		3931 Downman Rd.,	New Orleans	70126	(504) 525-3663
LA	5225	Mueller, Glenn A.		135 Carondelet St.,	New Orleans	70130	(225) 775-3278

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LA	5226	Mueller, Glenn A.		3676 Harding Blvd., Suite D,	Baton Rouge	70802	(504) 885-7101
LA	5228	Mueller, Glenn A.		5050 W Esplanade #J,	Metairie	70002	(504) 466-3030
LA	5230	Mueller, Glenn A.		345 W. Esplanade,	Kenner	70065	(504) 738-3161
LA	5232	Mueller, Glenn A.		10601 Jefferson Highway,	River Ridge	70123	(504) 349-4600
LA	5233	Mueller, Glenn A.		2466 Barataria Blvd.,	Marrero	70072	(504) 523-3030
LA	5235	Mueller, Glenn A.		1701 Tchoupitoulas,	New Orleans	70130	(504) 948-3030
LA	5236	Mueller, Glenn A.		1120 Franklin Ave.,	New Orleans	70117	(985) 651-2772
LA	5237	Mueller, Glenn A.		103 W. Airline Hwy,	La Place	70068	(504) 392-9500
LA	5238	Mueller, Glenn A.		7580 Highway 23,	Belle Chasse	70037	(225) 647-9442
LA	5239	Mueller, Glenn A.		1829 N. Airline Highway,	Gonzales	70737	(985) 876-3030
LA	5240	Mueller, Glenn A.		1413 Tunnel Blvd.,	Houma	70360	(985) 851-0151
LA	5241	Mueller, Glenn A.		615 Grand Caillou Rd.,	Houma	70363	(985) 384-3030
LA	5242	Mueller, Glenn A.		6402 Hwy. 182 E.,	Morgan City	70380	(985) 448-1700
LA	5243	Mueller, Glenn A.		247 West Park Avenue,	Thibodaux	70301	(985) 892-2992
LA	5244	Mueller, Glenn A.		803 Collins Boulevard,	Covington	70433	(985) 626-1300
LA	5245	Mueller, Glenn A.		3845 Hwy 22 #3,	Mandeville	70448	(985) 542-7284
LA	5246	Mueller, Glenn A.		1400 W. Thomas St.,	Hammond	70401	(337) 365-3030
LA	5247	Mueller, Glenn A.		14 N. N. Lewis St.,	New Iberia	70563	(225) 664-3030
LA	5249	Mueller, Glenn A.		110 Florida Blvd. SW,	Denham Springs	70726	(225) 767-1100
LA	5250	Mueller, Glenn A.		990 W. Lee Dr. Suite E,	Baton Rouge	70820	(225) 383-3030
LA	5251	Mueller, Glenn A.		2806 Government Street,	Baton Rouge	70806	(225) 767-3480
LA	5252	Mueller, Glenn A.		1841 Starling Lane,	Baton Rouge	70818	(225) 273-3030
LA	5256	Mueller, Glenn A.		1050 Millerville Rd.,	Baton Rouge	70816	(225) 291-5225
LA	5257	Mueller, Glenn A.		10595 Airline Highway,	Baton Rouge	70816	(225) 751-8193
LA	5258	Mueller, Glenn A.		5443 Jones Creek Road,	Baton Rouge	70817	(225) 359-6301
LA	5259	Patrick, Joseph Harold		3266 Plank Rd.,	Baton Rouge	70805	(225) 774-2166
LA	5260	Magee, Matthew		2170 Main Street,	Baker	70714	(337) 234-3030
LA	5261	Mueller, Glenn A.		107 E. University Avenue,	Lafayette	70503	(337) 261-0991
LA	5262	Mueller, Glenn A.		611 Verot School Rd,	Lafayette	70508-5027	(337) 988-4724
LA	5263	Mueller, Glenn A.		203 Winchester Drive,	Lafayette	70506	(225) 644-8484
LA	5265	Mueller, Glenn A.		402 West Highway 30,Suite E	Gonzales	70737	(337) 474-5591
LA	5266	Mueller, Glenn A.		4421 Lake St.,	Lake Charles	70605-4309	(337) 437-9000
LA	5267	Mueller, Glenn A.		2018 Gerstner Memorial Dr.,	Lake Charles	70601	(337) 898-0730

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LA	5269	Mueller, Glenn A.		2510 Veteran's Memorial Drive,	Abbeville	70510	(337) 239-0665
LA	5270	Mueller, Glenn A.		1604 S. 5th St.,	Leesville	71446	(318) 445-3223
LA	5272	Mueller, Glenn A.		1409 Military Highway,	Pineville	71360	(318) 442-2440
LA	5273	Mueller, Glenn A.		534 McArthur Drive,	Alexandria	71303	(318) 352-6382
LA	5274	Mueller, Glenn A.		101 South Drive,	Natchitoches	71457	(337) 516-1030
LA	5275	Mueller, Glenn A.		110 Apollo Road, Suite B,	Scott	70583	(337) 828-5570
LA	5276	Mueller, Glenn A.		212 Sterling Drive, Unit 6	Franklin	70538	(337) 462-3030
LA	5277	Mueller, Glenn A.		1132 N. Pine St., Suite H,	Deridder	70634	(337) 346-5678
LA	5278	Magee, Matthew		209 Tate Cove Road,	Ville Platte	70586	(318) 747-3870
LA	5281	Mueller, Glenn A.		4112 Airline Dr.,	Bossier City	71111	(318) 747-9303
LA	5282	Mueller, Glenn A.		1002 A. Johnson St.,	Bossier City	71112	(318) 409-4160
LA	5283	Magee, Matthew		7162 Highway 1,	Marksville	71350	(318) 425-3278
LA	5285	Mueller, Glenn A.		3148 N. Market Street,	Shreveport	71107	(318) 631-3030
LA	5287	Mueller, Glenn A.		5604 Hearne Ave.,	Shreveport	71108	(318) 222-7000
LA	5288	Mueller, Glenn A.		3432 Youree Dr.,	Shreveport	71105	(318) 688-5730
LA	5289	Mueller, Glenn A.		886 Bert Kouns Industrial Loop,	Shreveport	71118	(318) 371-0771
LA	5290	Mueller, Glenn A.		100 Lee St.,	Minden	71055	(318) 251-3030
LA	5291	Barcomb, Calvin E		995 Tech. Dr.,	Ruston	71270	(318) 387-9887
LA	5292	Mueller, Glenn A.		1405 Sterlington Rd.,	Monroe	71201	(318) 397-2800
LA	5293	Mueller, Glenn A.		4920 Cypress,	W. Monroe	71291	(225) 567-2500
LA	5296	Magee, Matthew		19105 Florida Boulevard,	Albany	70711	(504) 267-7284
LA	5297	Mueller, Glenn A.		5240 Elysian Fields Ave.,	New Orleans	70122	(985) 532-3005
LA	5906	Carpenter, Penne L.		4896 Highway 1,	Raceland	70394	(225) 698-3040
LA	9502	Mueller, Glenn A.		18590 Highway 16, Suite 5,	Port Vincent	70726	(337) 393-2131
LA	9503	Rigsby, Jerrod Glenn		703 The Boulevard,	Rayne	70578	(985) 412-6996
LA	9504	Mueller, Glenn A.		1501 Hwy 90 E,	Morgan City	70380	(504) 312-6060
LA	9505	Mueller, Glenn A.		3212 S Carrollton Ave,	New Orleans	70118	(337) 246-7401
LA	9506	Rigsby, Jerrod Glenn		1205 Elton Rd,	Jennings	70546	(337) 857-3090
LA	9507	Mueller, Glenn A.		2761 E. Milton Ave, Ste A-1,	Youngsville	70592	(781) 280-2929
MA	3056	Jenks / Benvenuti, David / Dominic		186 Great Road Suite #4,	Bedford	01730	(413) 533-1155
MA	3067	Patalano, Anthony P. Jr.		341 Appleton St.,	Holyoke	01040	(508) 428-7900
MA	3068	Jones, Kris Rich		3821 Falmouth Rd. Unit 4,	Marstons Mills	02648	(978) 536-3100
MA	3069	Askew, Henry G.		1 Andover St.,	Peabody	01960	(508) 853-1100

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MA	3072	Askew, Henry G.		947 W. Boylston Street,	Worcester	01606	(413) 593-9100
MA	3074	Patalano, Anthony P. Jr.		670 Broadway St.,	Chicopee	01020	(508) 478-8000
MA	3076	Dufficy, Jeffrey P.		2 Cape Rd. #2,	Milford	01757	(781) 329-7999
MA	3078	Polvay, Andrew L.		628-A Washington Street, U.S. Route 1,	Dedham	02026	(781) 944-9144
MA	3079	Ceglarski III, Len		274 Main St.,	Reading	01867	(978) 777-8776
MA	3081	Cashman, Jeannie Mae		85 Maple St.,	Danvers	01923	(781) 229-1330
MA	3082	Askew, Henry G.		53 Winn St.,	Burlington	01803	(508) 481-3939
MA	3083	Askew, Henry G.		21-C Turnpike Road,	Southborough	01772	(413) 827-0075
MA	3084	Patalano, Anthony P. Jr.		136 Walnut Street,	Springfield	01105	(413) 743-7170
MA	3088	Zonfrilli, Joseph V.		80 Summer Street,	Adams	01220	(508) 790-1920
MA	3089	Jones, Kris Rich		237 Falmouth Rd.,	Hyannis	02601	(978) 250-1555
MA	3090	Askew, Henry G.		118 Chelmsford St.,	Chelmsford	01824	(508) 520-0600
MA	3092	Dufficy, Jeffrey P.		209 E. Central St.,	Franklin	02038	(617) 472-9191
MA	3093	Rivard, Robert P.		61 Hancock Street,	Quincy	02171	(508) 394-6688
MA	3094	Jones, Kris Rich		484 Station Ave. Unit E,	Yarmouth	02664	(978) 443-0007
MA	3138	Zadeh, Jeff		423 Boston Post Rd.,	Sudbury	01776	(978) 441-1000
MA	3141	Askew, Henry G.		386 Chelmsford Street,	Lowell	01851	(781) 449-5599
MA	3145	Polvay, Andrew L.		240 Chestnut Street,	Needham	02492	(508) 673-9700
MA	3180	Zonfrilli, Joseph V.		1212 County Street,	Somerset	02726	(781) 676-7900
MA	3183	Karakus, Yunus		137 Massachusetts Ave.,	Lexington	02420	(508) 430-7400
MA	3184	Jones, Kris Rich		16 Main St.,	West Harwich	02671	(508) 533-5900
MA	3185	Dufficy, Jeffrey P.		126 Main Street,	Medway	02053	(413) 821-0800
MA	3186	Keery, David J.		312 Springfield St.,	Agawam	01001	(413) 827-8400
MA	3188	Patalano, Anthony P. Jr.		790 Liberty Street,	Springfield	01104	(978) 264-4141
MA	3189	Wyland, Walter A.		75 Great Road,	Acton	01720	(508) 350-9775
MA	3191	Jenks / Benvenuti, David / Dominic		225 Bedford St.,	East Bridgewater	02333	(508) 587-1299
MA	3194	Ferreira, Carlos H.		1085 N. Montello St.,	Brockton	02301	(508) 747-7500
MA	3197	Gozalici, Ben Ibrahim		5 Main St. Unit #15,	Plymouth	02360	(617) 268-2900
MA	3218	Dufficy, Jeffrey P.		163 Old Colony Ave.,	South Boston	02127	(413) 589-1900
MA	3224	Patalano, Anthony P. Jr.		309 Center St.,	Ludlow	01056	(508) 888-7757
MA	3229	Jones, Kris Rich		280 Route 130, Building C, Unit #6	Sandwich	02563	(617) 282-2424
MA	3238	Dufficy, Jeffrey P.		207 Adams St.,	Dorchester	02122	(413) 593-9500
MA	3253	Patalano, Anthony P. Jr.		1273 Memorial Drive,	Chicopee	01020	(508) 266-2000

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MA	3255	Dufficy, Jeffrey P.		72 Church Street,	Whitinsville	01588	(978) 589-9988
MA	3274	Askew, Henry G.		527 Groton Road,	Westford	01886	(413) 734-7154
MA	3700	Patalano, Anthony P. Jr.		907 Sumner Ave,	Springfield	01118	(413) 562-4411
MA	3701	Naves, Paulo R.		26 Main Street,	Westfield	01085	(413) 782-8601
MA	3703	Garcia, Augusto S. Jr.		624 Boston Road,	Springfield	01119	(413) 499-3994
MA	3705	Zonfrilli, Joseph V.		321 1/2 Elm St.,	Pittsfield	01201	(978) 474-0066
MA	3706	Schembechler, Geoffrey D.		63 Park St., Ste 2,	Andover	01810	(508) 543-4133
MA	3707	Dufficy, Jeffrey P.		235 Chauncy St.,	Mansfield	02048	(781) 235-6800
MA	3708	Askew, Henry G.		868 Worcester Street,	Wellesley	02482	(413) 774-7291
MA	3710	Akers, Scott D.		368 Federal Street,	Greenfield	01301	(413) 663-6363
MA	3712	Zonfrilli, Joseph V.		1 River Street,	North Adams	01247	(781) 643-2300
MA	3713	Karakus, Yunus		671 Massachusetts Avenue,	Arlington	02476	(781) 729-8844
MA	3714	Mikhail, Tamer		743 Main Street,	Winchester	01890	(781) 395-0080
MA	3715	Askew, Henry G.		199 Mystic Ave.,	Medford	02155	(781) 665-0049
MA	3716	Jenks / Benvenuti, David / Dominic		385 Franklin St.,	Melrose	02176	(508) 797-1122
MA	3717	Zadeh, Jeff		1413 Grafton Street,	Worcester	01604	(781) 322-0030
MA	3718	Jenks / Benvenuti, David / Dominic		775 Eastern Ave.,	Malden	02148	(617) 629-2929
MA	3719	El-Sibai, Mohammad A.		201 Elm Street,	Somerville	02144	(413) 256-8911
MA	3720	Gesualdi , Nancy		459 Russell St.,	Hadley	01035	(781) 837-7700
MA	3721	Gozalici, Ben Ibrahim		1899 Ocean St Unit D5,	Marshfield	02050	(413) 527-0821
MA	3722	Patalano, Anthony P. Jr.		11 Union St.,	Easthampton	01027	(781) 871-3030
MA	3723	Benson, Robert E.		100 Market Street,	Rockland	02370	(617) 541-3525
MA	3724	Jenks / Benvenuti, David / Dominic		1400 Tremont St.,Roxbury Crossing Station - Spac	Roxbury Crossing	02120	(508) 295-0201
MA	3725	Taskaynatan, Murat		189 Marion Rd,	Wareham	02571	(508) 949-1330
MA	3726	Dufficy, Jeffrey P.		55 Lake St,	Webster	01570	(508) 765-0822
MA	3729	Dufficy, Jeffrey P.		825 Main St.,	Southbridge	01550	(508) 754-2236
MA	3730	Askew, Henry G.		304 Park Ave.,	Worcester	01609	(978) 342-0050
MA	3732	Laing, Shawn J.		141 Water St.,	Fitchburg	01420	(978) 632-8170
MA	3733	Laing, Shawn J.		401 Parker St,	Gardner	01440-3731	(978) 534-3355
MA	3734	Laing, Shawn J.		58 Central St.,	Leominster	01453	(413) 584-2111
MA	3736	Akers, Scott D.		241 King Street Suite 115,	Northampton	01060	(781) 769-7800
MA	3737	Polvay, Andrew L.		1023 Washington St.,	Norwood	02062	(508) 620-4975
MA	3738	Askew, Henry G.		281 Concord St.,	Framingham	01702	(617) 424-9000

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MA	3741	Jenks / Benvenuti, David / Dominic		508 Park Drive,	Boston	02215	(617) 254-4800
MA	3742	Jenks / Benvenuti, David / Dominic		414 Cambridge St.,	Allston	02134	(617) 332-7222
MA	3743	Gokdag, Celal Fatih		878 Walnut St.,	Newton	02459	(617) 323-0525
MA	3744	Kilinc, Bentan		4640 Washington Street,	West Roxbury	02132	(617) 782-5655
MA	3745	Jenks / Benvenuti, David / Dominic		464 Washington Street,	Brighton	02135	(617) 923-3030
MA	3746	Saroufim, Rabih Chaouki		111 Arsenal Street,	Watertown	02472	(617) 364-6550
MA	3747	Askew, Henry G.		695 Truman Parkway,	Hyde Park	02136	(617) 441-2101
MA	3748	EI-Sibai, Mohammad A.		1033 Massachusetts Ave.,	Cambridge	02138	(781) 289-1020
MA	3749	Askew, Henry G.		570 Broadway,	Revere	02151	(617) 328-6801
MA	3750	Rivard, Robert P.		225 Quincy Avenue,	Quincy	02169	(978) 663-3000
MA	3751	Askew, Henry G.		729 Boston Road,	Billerica	01821	(413) 499-7979
MA	3752	Zonfrilli, Joseph V.		1229 North St.,	Pittsfield	01201	(617) 489-4242
MA	3755	Kilinc, Bentan		240 Trepelo Rd.,	Belmont	02478	(978) 330-7676
MA	3756	Bell, Keith		321 Main Street,	Athol	01331	(978) 858-0777
MA	3757	Wyland, Walter A.		1899 Main Street, Unit #3,	Tewksbury	01876	(781) 581-8080
MA	3758	Askew, Henry G.		707 Western Ave.,	Lynn	01905	(978) 685-1001
MA	3759	Askew, Henry G.		58-62 South Broadway,	Lawrence	01843	(508) 999-2911
MA	3760	Hockert-Lotz, Nelson		821 Rockdale Ave.,	New Bedford	02740	(508) 676-3030
MA	3761	Hockert-Lotz, Seth		407 S. Main St.,	Fall River	02721	(508) 996-3030
MA	3762	Squizzero, Anthony J. Jr.		836 Ashley Blvd.,	New Bedford	02745	(508) 672-3030
MA	3763	Ferreira, Carlos H.		933 Pleasant St.,	Fall River	02723	(508) 991-3030
MA	3764	Hockert-Lotz, Nelson		109 Rockdale Ave.,	New Bedford	02740	(978) 465-0360
MA	3765	Dumeciyani, Viken		173 State Street,	Newburyport	01950	(508) 880-0111
MA	3766	Ferreira, Carlos H.		183 Broadway t.,	Taunton	02780	(508) 699-0500
MA	3768	Dufficy, Jeffrey P.		28 East Washington Street,	North Attleboro	02760	(978) 281-5480
MA	3769	Jenks / Benvenuti, David / Dominic		382 Main Street,	Gloucester	01930	(978) 744-4040
MA	3770	Jenks / Benvenuti, David / Dominic		4 Canal St.,	Salem	01970	(978) 454-7474
MA	3771	Askew, Henry G.		71-73 Mammoth Rd.,	Lowell	01854	(617) 567-5551
MA	3773	Askew, Henry G.		1144 Saratoga St.,	East Boston	02128	(978) 452-3030
MA	3774	Askew, Henry G.		90 Lakeview Ave.,	Lowell	01850	(508) 588-3412
MA	3775	Ferreira, Carlos H.		1940 Main St.,	Brockton	02301	(508) 226-6000
MA	3778	Dufficy, Jeffrey P.		271 County St.,	Attleboro	02703	(508) 540-8004
MA	3779	Jones, Kris Rich		667 Teaticket Hwy.,	Teaticket	02536	(978) 927-2999

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MA	3782	Jenks / Benvenuti, David / Dominic		43 Beckford St.,	Beverly	01915	(617) 248-0100
MA	3784	Jenks / Benvenuti, David / Dominic		64 Staniford Street,	Boston	02114	(978) 685-2525
MA	3785	Askew, Henry G.		14 Jackson St.,	Methuen	01844	(508) 481-5335
MA	3786	Askew, Henry G.		54 Main St.,	Marlborough	01752	(978) 372-5660
MA	3787	Jenks / Benvenuti, David / Dominic		130 Main St.,	Haverhill	01830	(978) 562-7755
MA	3788	Zadeh, Jeff		136 Main St.,	Hudson	01749	(508) 651-8210
MA	3789	Askew, Henry G.		25 Main Street,	Wayland	01778	(617) 318-6100
MA	3790	Kilinc, Bentan		4000 Washington Street,	Roslindale	02131	(508) 258-9978
MA	3791	Ferreira, Carlos H.		137 Hart Street,	Taunton	02780	(508) 571-1500
MA	3792	Ferreira, Carlos H.		289 Winthrop Street, Unit 3A	Taunton	02780	(781) 894-4848
MA	3793	Dufficy, Jeffrey P.		205 Lexington St.,	Waltham	02452	(781) 986-3030
MA	3794	Dufficy, Jeffrey P.		1177 North Main Street,	Randolph	02368	(508) 677-3030
MA	3795	Ferreira, Carlos H.		390 Rhode Island Ave., Unit 4,	Fall River	02724	(781) 293-4500
MA	3796	Benson, Robert E.		270 Main Street, Unit 3, Bldg. A,	Hanson	02341	(617) 298-0900
MA	3797	Dufficy, Jeffrey P.		1514 Blue Hill,	Mattapan	02126	(508) 936-3030
MA	3904	Andrade , Sara		711 Southbridge St.,	Auburn	01501	(617) 419-4400
MA	3993	EI-Sibai, Mohammad A.		277-279 Main Street,	Charlestown	02129	(781) 682-9000
MA	3997	Rivard, Robert P.		824 Washington Street,	Weymouth	02189	(508) 842-8200
MA	6094	Dufficy, Jeffrey P.		246 Boston Turnpike,	Shrewsbury	01545	(781) 805-8100
MA	9800	Gozalici, Ben Ibrahim		2 Norfolk Road,	Holbrook	02343	(781) 562-0655
MA	9801	Jenks / Benvenuti, David / Dominic		100 -C Washington St.,	Canton	02021	(413) 289-6245
MA	9802	Patalano, Anthony P. Jr.		1219 Thorndike Street,	Palmer	01069	(508) 297-1166
MA	9803	Ferreira, Carlos H.		646 Washington St.,	South Easton	02375	(508) 768-0030
MA	9804	Dufficy, Jeffrey P.		276 Turnpike Road, Route 9-East,	Westborough	01581	(781) 715-2220
MA	9805	Jenks / Benvenuti, David / Dominic		430 Paradise Road,	Swampscott	01907	(508) 829-1919
MA	9806	Askew, Henry G.		1142 Main Street,	Holden	01520	(978) 352-0752
MA	9807	Jenks / Benvenuti, David / Dominic		66 East Main Street,	GEORGETOWN	01833	(781) 581-8085
MA	9808	Askew, Henry G.		341 Union Street,	Lynn	01901	(413) 277-6260
MA	9809	Patalano, Anthony P. Jr.		124 West St.,	Ware	10802	(410) 754-7007
MD	3998	Kent, Andrew		4000 Hayman Drive,	Federalsburg	21632	(410) 723-5400
MD	4450	Barber, John C.		104 64th St.,	Ocean City	21842	(301) 733-3333
MD	4609	Clise, Michael W.		141 N. Prospect Street,	Hagerstown	21740	(301) 478-6400
MD	4611	Barber, John C.		10225 Berry Road,	Waldorf	20603	(240) 734-1030

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MD	4614	Clise, Michael W.		1520 York Rd.,	Lutherville	21093	(410) 580-5511
MD	4629	Treacy, Edward W. III		607-A Reisterstown Road,	Baltimore	21208	(301) 869-3000
MD	4631	Carraway, Mary Lynne		18214 Flower Hill Way,	Gaithersburg	20879	(301) 589-1300
MD	4632	Carraway, Mary Lynne		8700 Flower Avenue,	Silver Spring	20901	(301) 990-2400
MD	4634	Malament, Charles L.		274 N. Frederick Rd.,	Gaithersburg	20877	(301) 230-3030
MD	4638	Carraway, Mary Lynne		5268 E. Nicholson Lane,	Kensington	20895	(301) 459-3500
MD	4642	Carraway, Mary Lynne		9509 Lanham-Severn Road,	Seabrook	20706	(301) 408-0282
MD	4643	Carraway, Mary Lynne		2500 University Blvd. E.,	Hyattsville	20783	(301) 248-3030
MD	4644	Carter, Malcolm		9509 Livingston Rd,	Ft Washington	20744-4919	(301) 699-5880
MD	4645	Carraway, Mary Lynne		4717 Baltimore Avenue,	Hyattsville	20781	(301) 731-1111
MD	4646	Carraway, Mary Lynne		7699 Annapolis Road,	New Carrollton	20784	(301) 937-7776
MD	4648	Carraway, Mary Lynne		10486 Baltimore Avenue,	Beltsville	21705	(301) 852-3030
MD	4649	Carraway, Mary Lynne		7312 Baltimore Avenue,	College Park	20740	(301) 750-7600
MD	4650	Kaufman, Bennet Z.		4509 College Ave,	College Park	20740-3323	(301) 449-3030
MD	4651	Carter, Malcolm		6426 Old Branch Ave.,	Temple Hills	20748	(301) 568-8883
MD	4653	Carter, Malcolm		2950-A Donnell Drive,	Forestville	20747	(301) 750-7070
MD	4654	Barber, John C.		25805 Point Lookout Road,Unit B	Leonardtown	20650	(301) 499-5100
MD	4657	Carraway, Mary Lynne		796 Harry S. Truman Drive,	Largo	20772	(301) 474-3030
MD	4658	Carraway, Mary Lynne		8904 62nd Ave.,	Berwyn Heights	20740	(410) 956-1800
MD	4659	Barber, John C.		3147 Solomons Island Rd.,	Edgewater	21037	(301) 390-7711
MD	4661	Carraway, Mary Lynne		3544 NW Robert Crain Highway,	Bowie	20716	(301) 696-1600
MD	4662	Kaufman, Bennet Z.		1 Worman's Mill Court, #2,	Frederick	21701	(410) 820-8330
MD	4668	Malament, Charles L.		415 E. Dover Road,	Easton	21601	(410) 857-5554
MD	4669	Treacy, Edward W. III		457 Baltimore Blvd,	Westminster	21157	(410) 658-1786
MD	4671	Taylor, Robert III		240 Colonial Way Plaza,Suite A	Rising Sun	21911	(410) 642-5555
MD	4672	Prouse, Donald M. Jr.		5301 Pulaski Highway,	Perryville	21903	(301) 645-3030
MD	4674	Barber, John C.		2215 Crain Highway, Suite F,	Waldorf	20601	(301) 932-8300
MD	4675	Barber, John C.		371 Smallwood Dr.,	Waldorf	20602	(410) 742-6900
MD	4679	Prouse, Donald M. Jr.		1121 S. Salisbury Blvd.,	Salisbury	21801	(410) 546-6900
MD	4680	Prouse, Donald M. Jr.		1730 N. Salisbury Blvd.,	Salisbury	21801	(410) 228-0100
MD	4681	Prouse, Donald M. Jr.		2753 Dorchester Square, Suite D,Dorchester Shop	Cambridge	21613	(301) 540-3388
MD	4682	Malament, Charles L.		13050 Middlebrook Rd.,	Germantown	20874	(301) 791-0700
MD	4683	Clise, Michael W.		17549 Virginia Avenue,	Hagerstown	21740	(301) 972-3388

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MD	4685	Malament, Charles L..		21040-E Frederick Road,	Germantown	20876	(301) 913-9700
MD	4686	Carraway, Mary Lynne		5110 Ridgefield Rd. #214,	Bethesda	20816	(301) 589-3030
MD	4687	Carraway, Mary Lynne		9450 Georgia Avenue,	Silver Springs	20901	(301) 863-2700
MD	4690	Barber, John C.		21765 Great Mills Road,	Lexington Park	20653	(301) 698-0266
MD	4691	Kaufman, Bennet Z.		1080 West Patrick St.,Unit 11	Frederick	21703	(301) 445-3030
MD	4692	Carraway, Mary Lynne		10145 New Hampshire Avenue,	Silver Spring	20903	(301) 913-5700
MD	4693	Carraway, Mary Lynne		4817 St. Elmo Ave.,	Bethesda	20814	(301) 516-3030
MD	4695	Carraway, Mary Lynne		3763 Nevada Ave. Andrews AFB.,	Andrews Air Force Base	20762	(410) 496-2020
MD	4696	Treacy, Edward W. III		3502 Brenbrook Dr.,	Randallstown	21133	(301) 834-3000
MD	6009	Clise, Michael W.		74 Souder Rd.,Unit 74	Brunswick	21716	(301) 333-5900
MD	6017	Carter, Malcolm		6254 Central Ave.,	Seat Pleasant	20743	(410) 810-3811
MD	6024	Koscielniak, Amy D.		518 Washington Avenue,	Chestertown	21620	(301) 766-9030
MD	6026	Clise, Michael W.		18726 North Pointe Dr. Suite D,	Hagerstown	20742	(301) 599-4100
MD	6029	Carter, Malcolm		9546 Crain Highway, Store #J,	Upper Marlboro	20772	(410) 257-3040
MD	6061	Barber, John C.		7861 Bayside Rd.,	Chesapeake Beach	20732	(301) 570-3800
MD	6062	Malament, Charles L..		18037 Georgia Ave.,	Olney	20832	(301) 330-0000
MD	6063	Treacy, Edward W. III		12962 Travilah Road,	Potomac	20854	(301) 253-8880
MD	6064	Treacy, Edward W. III		26437 Ridge Road,	Damascus	20872	(301) 309-3880
MD	6065	Carraway, Mary Lynne		1617 East Gude,	Rockville	20850	(301) 245-7900
MD	6066	Barber, John C.		23415 Three Notch Rd,	California	20619	(301) 421-0112
MD	6067	Treacy, Edward W. III		15530 Old Columbia Pike,	Burtonsville	20866	(301) 932-0333
MD	6069	Barber, John C.		509 Charles St.,	La Plata	20646	(301) 949-1401
MD	6070	Carraway, Mary Lynne		13659 Georgia Ave.,	Silver Spring	20906	(301) 933-3339
MD	6071	Carraway, Mary Lynne		11937 Georgia Avenue,Wheaton Park Shopping C	Silver Spring	20902	(410) 643-3002
MD	6072	Kent, Andrew		386 Thompson Creek Mall,	Stevensville	21666	(301) 829-5400
MD	6074	Treacy, Edward W. III		431 E. Ridgeville Blvd.,	Mt Airy	21771	(410) 795-2400
MD	6077	Treacy, Edward W. III		1207 Liberty Rd.,	Eldersburg	21784	(301) 952-1133
MD	6078	Carter, Malcolm		14604 Main St,	Upper Marlboro	20772	(410) 867-3003
MD	6079	Barber, John C.		5735 Deale-Churchton Road, Unit #2,	Deale	20751	(410) 374-1600
MD	6080	Treacy, Edward W. III		2275 Hanover Pike,	Hampstead	21074	(410) 535-0101
MD	6081	Barber, John C.		21 Church Street,	Prince Frederick	20678	(301) 865-0200
MD	6082	Treacy, Edward W. III		11717 Old National Pike,	New Market	21774	(301) 371-5801
MD	6083	Clise, Michael W.		4316-B Old National Pike,	Middletown	21769	(301) 884-3055

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MD	6084	Barber, John C.		30265 Charlotte Hall Rd.,	Charlotte Hall	20622	(301) 375-6006
MD	6085	Barber, John C.		7091 Indian Head Highway,	Bryans Road	20616	(410) 641-6900
MD	6086	Barber, John C.		11121 Ocean Gateway,	Berlin	21811	(410) 286-0700
MD	6088	Carter, Malcolm		10367 Southern Maryland Blvd.,	Dunkirk	20754	(410) 394-0600
MD	6089	Barber, John C.		11739 HG Trueman Road, Suite E103,	Lusby	20657	(410) 341-6900
MD	6092	Prouse, Donald M. Jr.		1212 Pemberton Dr.,	Salisbury	21801	(443) 967-0550
MD	6100	Prouse, Donald M. Jr.		2328 Pulaski Hwy.,	North East	21901	(410) 758-3773
MD	6106	Kent, Andrew		2478 E. Centreville Road,	Centreville	21617	(301) 315-8383
MD	6115	Treacy, Edward W. III		350 Fortune Terrace,	Rockville	20850	(410) 479-5600
MD	6116	Bear, Amber N.		10518 Greensboro Rd.,	Denton	21629	(410) 957-2424
MD	6199	Grieg, David V.		124 Newtown Blvd.,	Pocomoke City	21851	(301) 722-0022
MD	9354	Malament, Charles L.		32 Queens City Drive,	Cumberland	21502	(301) 689-8899
MD	9355	Malament, Charles L.		16 Maple St., Suite 2,	Frostburg	21532	(301) 349-3300
MD	9356	Clise, Michael W.		4 Tiger Way,	Boonsboro	21713	(301) 839-0330
MD	9357	Carter, Malcolm		4269 Branch Ave #54,	Temple Hills	21237	(207) 817-6090
ME	3000	Prior, Lee S.		496 Stillwater Avenue,Old Town Plaza	Orono	04468	(207) 774-1489
ME	3001	Jenks / Benvenuti, David / Dominic		788 Forest Avenue,	Portland	04103	(207) 799-8131
ME	3002	Jenks / Benvenuti, David / Dominic		1095 Broadway,	S. Portland	04106	(207) 439-1300
ME	3003	Jenks / Benvenuti, David / Dominic		450 US Route 1,	Kittery	03904	(207) 690-4141
ME	3004	Ruszenas, Tiffani		8 Heath Street,Suite 1	Old Orchard Beach	04064	(207) 282-3388
ME	3005	Ruszenas, Tiffani		52 Elm Street,	Biddeford	04005	(207) 642-5200
ME	3008	Prior, Lee S.		58 Ossipee Trail East,	Standish	04084	(207) 739-7039
ME	3009	Stelser, Fernando J.		66 Main Street,	Norway	04268	(207) 324-1000
ME	3010	Prior, Lee S.		974 Main Street,	Sanford	04073	(207) 892-2500
ME	3013	Prior, Lee S.		14 Heathwood Drive,	Windham	04062	(207) 854-2500
ME	3014	Prior, Lee S.		621 Main St.,	Gorham	04038	(207) 443-4343
ME	3015	Stelser, Fernando J.		4 Oak Grove Avenue,	Bath	04530	(207) 729-5561
ME	3020	Stelser, Fernando J.		208 Maine St.,	Brunswick	04011	(207) 873-0100
ME	3021	Prior, Lee S.		42 Elm Street,	Waterville	04901	(207) 622-1900
ME	3022	Stelser, Fernando J.		28 Western Ave.,	Augusta	04330	(207) 783-2200
ME	3023	Stelser, Fernando J.		62 School St.,	Auburn	04210	(207) 947-2100
ME	3024	Prior, Lee S.		6 Clinton St.,	Bangor	04401	(207) 594-9494
ME	3025	Prior, Lee S.		212 Park Street,	Rockland	04841	(207) 941-1900

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ME	3040	Prior, Lee S.		878 Stillwater Avenue,	Bangor	04401	(207) 344-3400
ME	3041	Stelser, Fernando J.		1104 Lisbon Street,	Lewiston	04240	(207) 538-3131
ME	3042	Prior, Lee S.		127 North Street,	Houlton	04730	(207) 554-5154
ME	3085	Prior, Lee S.		379 Main Street,	Presque Isle	04769	(207) 869-6000
ME	3091	Stelser, Fernando J.		8 School St.,	Freeport	04032	(207) 203-2200
ME	9563	Stelser, Fernando J.		192 Water St.,	Gardiner	04345	(207) 985-0345
ME	9564	Ruszenas, Tiffani		45 Portland Rd.,	Kennebunk	04043	(207) 407-8900
ME	9565	Stelser, Fernando J.		586 Lisbon St.,	Lisbon	04252	(248) 689-8800
MI	1005	Dolkowski, Aaron		3843 Rochester Road,	Troy	48083	(248) 471-0594
MI	1008	Asmar, Amer T.		30336 W. Nine Mile Rd.,	Farmington	48336	(248) 349-9101
MI	1010	Asmar, Amer T.		41728 West Ten Mile Road,	Novi	48375	(734) 422-2100
MI	1014	Dolkowski, Aaron		16136 Middlebelt Road,	Livonia	48154	(586) 464-2344
MI	1015	Dolkowski, Aaron		39880 Garfield Road,	Clinton Township	48038	(734) 333-9633
MI	1016	Dolkowski, Aaron		9567 Main Street,	Whitmore Lake	48189	(734) 655-9223
MI	1022	Dolkowski, Aaron		30068 Ford Road,	Garden City	48135	(313) 637-1010
MI	1025	Dolkowski, Aaron		23960 Carlyle Steet,	Dearborn	48124	(313) 273-2420
MI	1027	Asmar, Amer T.		16005 W. McNichols Rd.,	Detroit	48235	(313) 831-2100
MI	1028	Dolkowski, Aaron		5564 Woodward Ave.,	Detroit	48202	(586) 254-4330
MI	1031	Dolkowski, Aaron		8771 Hall Rd.,	Utica	48317	(313) 884-9750
MI	1034	Asmar, Amer T.		20431 Mack Ave.,	Grosse Pointe Woods	48236	(313) 915-4544
MI	1035	Seck, Lamine		3535 Caniff Street,Suite C	Hamtramck	48212	(313) 839-6700
MI	1036	Seck, Lamine		13250 Gratiot Ave.,	Detroit	48207	(313) 447-5838
MI	1037	Asmar, Amer T.		17140 East Warren,	Detroit	48224	(734) 844-6000
MI	1040	Asmar, Amer T.		44350 Cherry Hill Rd.,	Canton	48187	(734) 207-1000
MI	1041	Asmar, Amer T.		40420 Five Mile Rd.,	Plymouth	48170	(616) 986-1500
MI	1043	Wells, Michael		5164 Lake Michigan Drive,	Allendale	49401	(248) 652-9910
MI	1046	Dolkowski, Aaron		121 E. University Dr.,	Rochester	48307	(734) 722-3030
MI	1050	Dolkowski, Aaron		35173 E. Michigan Ave.,	Wayne	48184	(313) 962-9100
MI	1059	Asmar, Amer T.		535 Griswold Street, Suite 101,	Detroit	48226	(248) 534-1151
MI	1065	Redies, Thomas D.		4048 Grange Hall Road, Suite E,	Holly	48442	(248) 352-6590
MI	1068	Asmar, Amer T.		29854 Northwestern Hwy.,	Southfield	48034	(810) 379-9500
MI	1070	Redies, Thomas D.		825 South State Street,Suite A	Davison	48423	(517) 787-0505
MI	1071	Asmar, Amer T.		1236 S Martin Luther King Jr. Drive,	Jackson	49203	(810) 433-4544

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MI	1074	Redies, Thomas D.		913 North Leroy Street,	Fenton	48430	(586) 264-9200
MI	1077	Dally, Jason		2767 E. 14 Mile Road,	Sterling Heights	48310	(248) 864-5777
MI	1078	Dally, Jason		28651 Southfield Road,	Lathrup Village	48076	(248) 630-9004
MI	1079	Asmar, Amer T.		2795 University Drive,	Auburn Hills	48326	(248) 617-1500
MI	1081	Dolkowski, Aaron		22235 Pontiac Trail,	South Lyon	48178	(313) 633-0945
MI	1090	Asmar, Amer T.		7603 W. Vernor Hwy.,	Detroit	48209	(734) 281-3833
MI	1092	Dolkowski, Aaron		17675 Eureka Road,	Southgate	48195	(734) 675-4477
MI	1093	Dolkowski, Aaron		3327 West Rd.,	Trenton	48183	(810) 355-4935
MI	1094	Asmar, Amer T.		222 Grand River Avenue,	Brighton	48116	(810) 771-9080
MI	1097	Redies, Thomas D.		130 Perry Road,	Grand Blanc	48439	(989) 403-7575
MI	1098	Arntson, Eric		101 N. Clinton Ave.,	St. Johns	48879	(734) 663-3333
MI	1100	Cesarini, David L.		Traver Village Shopping Center, 2601 Plymouth Rd	Ann Arbor	48105	(734) 482-5555
MI	1101	Redies, Thomas D.		953 Washtenaw Ave.,	Ypsilanti	48197	(734) 913-8888
MI	1102	Cesarini, David L.		25 Jackson Industrial Dr., Unit 4,	Ann Arbor	48103	(734) 944-4555
MI	1107	Redies, Thomas D.		401 East Michigan Ave.,	Saline	48176	(734) 483-8000
MI	1108	Young, Paul A		2121 S. Grove St.,	Ypsilanti	48198	(734) 332-1111
MI	1109	Cesarini, David L.		2282 S. Main St.,	Ann Arbor	48103	(734) 525-2222
MI	1110	Dolkowski, Aaron		8017 N. Wayne Road,	Westland	48185-1109	(517) 263-0678
MI	1114	Watson, Sally A.		1113 Beecher,	Adrian	49221	(734) 528-1111
MI	1117	Redies, Thomas D.		4910 Washtenaw Rd.,	Ann Arbor	48108	(734) 769-4444
MI	1118	Cesarini, David L.		716 Packard,	Ann Arbor	48103	(517) 619-1234
MI	1119	Cesarini, David L.		1105 E. Grand River Ave.,	East Lansing	48823	(517) 376-6940
MI	1128	Asmar, Amer T.		1876 N. Latson Rd.,	Howell	48843	(248) 216-0023
MI	1129	Redies, Thomas D.		949 E. Summit Street,	Milford	48381	(248) 360-2200
MI	1131	Asmar, Amer T.		3059 Union Lake Rd.,	Commerce Twp.	49382	(586) 541-8686
MI	1132	Asmar, Amer T.		16042 15 Mile Rd.,	Fraser	48026	(616) 771-0000
MI	1133	Asmar, Amer T.		3151 Breton Avenue SE,	Kentwood	49512	(586) 716-7770
MI	1134	Asmar, Amer T.		35346 23 Mile Road,	New Baltimore	48047	(586) 598-6300
MI	1136	Asmar, Amer T.		21697 21 Mile Road,	Macomb Twp.	48044	(616) 475-5555
MI	1138	Asmar, Amer T.		1025 Division Ave. South,	Grand Rapids	49507	(586) 447-3100
MI	1139	Dally, Jason		15143 W. 10 Mile,	Eastpointe	48021	(586) 771-2800
MI	1140	Dally, Jason		27883 Harper Ave.,	St. Clair Shores	48081	(248) 960-0600
MI	1141	Asmar, Amer T.		740 Benstein Rd.,	Commerce Township	48390	(906) 428-6075

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MI	1143	Lambert, Adam K.		21 Lowrie Dr.,	Gladstone	49837	(269) 556-7030
MI	1144	Morey, David Allen Jr.		5930 Cleveland Ave.,	Stevensville	49127	(616) 369-9466
MI	1147	McMullen, Timothy Y.		4038 Alpine Avenue, NW,	Comstock	49321	(616) 887-8000
MI	1148	Asmar, Amer T.		630 S. State St.,	Sparta	49345	(810) 356-7772
MI	1149	Redies, Thomas D.		858 S. Main Street,	Lapeer	48446	(810) 234-5333
MI	1151	Asmar, Amer T.		4402 Fenton Road,	Flint	48507	(810) 733-1234
MI	1158	Asmar, Amer T.		5040 W. Pierson Rd.,	Flint	48504	(810) 341-1111
MI	1159	Asmar, Amer T.		2113 S. Ballenger Hwy,	Flint	48503	(989) 725-5000
MI	1160	Arntson, Eric		616 W. Main Street,	Owosso	48867	(810) 715-1111
MI	1161	Asmar, Amer T.		3718 E. Court Street,	Flint	48506	(586) 791-5900
MI	1163	Asmar, Amer T.		35785 Harper Ave.,	Clinton Twp.	48035	(906) 482-6060
MI	1165	Lambert, Adam K.		200 Pearl St., Suite 4 & 5,	Houghton	49931	(906) 632-4000
MI	1166	Lambert, Adam K.		4244 I 75 Business Spur,	Sault Ste Marie	49783	(517) 999-7992
MI	1167	Arntson, Eric		5645 S. Cedar Street,	Lansing	48911	(313) 368-9368
MI	1169	Seck, Lamine		1636 E. Eight Mile Rd.,	Detroit	48203	(248) 628-3202
MI	1170	Asmar, Amer T.		979 S. Lapeer Rd.,	Oxford	48371	(616) 951-4111
MI	1175	McGraw, Mark		400 East Division, Suite 4,	Rockford	49341	(616) 710-4545
MI	1180	McMullen, Timothy Y.		3928 Plainfield Ave. NE,	Grand Rapids	49525	(586) 619-9590
MI	1182	Dally, Jason		6115-A East Ten Mile Rd.,	Warren	48091	(248) 681-8700
MI	1183	Asmar, Amer T.		3925-B Elizabeth Lake Road,	Waterford	48328	(248) 313-9111
MI	1184	Asmar, Amer T.		6081 Haggerty Road,	West Bloomfield	48322	(586) 677-1400
MI	1185	Asmar, Amer T.		55025 Van Dyke Ave.,	Shelby Township	48316	(313) 382-3000
MI	1187	Asmar, Amer T.		1318 Dix Highway,	Lincoln Park	48146	(248) 691-9000
MI	1188	Dally, Jason		1317 East Eleven Mile,	Royal Oak	48067	(248) 543-3800
MI	1189	Asmar, Amer T.		13735 W. Nine Mile Road,	Oak Park	48237	(313) 299-9400
MI	1190	Asmar, Amer T.		7126 Pardee,	Taylor	48180	(231) 796-5813
MI	1191	McMullen, Timothy Y.		840 South State, Suite A2,	Big Rapids	49370	(810) 385-1600
MI	1192	Asmar, Amer T.		4019 24th Avenue,	Fort Gratiot	48059	(517) 999-5050
MI	1193	Arntson, Eric		1701 S. Waverly,	Lansing	48917	(517) 731-6501
MI	1194	Arntson, Eric		327 South Bridge St.,	Grand Ledge	48837	(989) 459-1111
MI	1196	Schloemann, Chris A.		4041 Euclid Avenue,	Bay City	48706	(517) 351-7100
MI	1201	Cesarini, David L.		143 N. Harrison Rd., Suite 200,	East Lansing	48823	(517) 349-0030
MI	1206	Hunnicutt, Kathy J.		4750 Central Park Dr., Suite B,	Okemos	48864	(517) 482-1656

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MI	1207	Arntson, Eric		1019 E. State Rd.,	Lansing	48906	(517) 372-3030
MI	1208	Arntson, Eric		234 S. Washington Square,	Lansing	48933	(517) 694-8115
MI	1211	Pavlik, David M.		2068 Cedar Street,	Holt	48842	(517) 624-0255
MI	1212	Arntson, Eric		2005 North Larch Street,	Lansing	48906	(517) 323-7575
MI	1213	Arntson, Eric		4800 W. Saginaw,	Lansing	48917-2121	(989) 792-0030
MI	1217	Asmar, Amer T.		2700 State Street,	Saginaw	48602	(810) 368-3030
MI	1219	Schloemann, Chris A.		3520 West Vienna Road,	Clio	48420	(269) 248-3700
MI	1222	Arntson, Eric		912 W. Michigan Ave.,	Marshall	49068	(269) 459-2323
MI	1223	Mueller, Glenn A.		5585 Gull Road,Suite 108	Kalamazoo	49048	(269) 883-8370
MI	1235	Arntson, Eric		780 Capital Ave. NE,	Battle Creek	49017	(989) 533-5030
MI	1236	Arntson, Eric		1380 Wright Avenue,	Alma	48801	(989) 835-3030
MI	1238	Schloemann, Chris A.		2804 Rodd Street,	Midland	48640	(989) 775-7555
MI	1240	Arntson, Eric		706 S. Mission,	Mt. Pleasant	48858-2766	(989) 892-2520
MI	1245	Schloemann, Chris A.		1213 Kosciuszko Avenue,	Bay City	48708	(989) 746-6000
MI	1247	Asmar, Amer T.		3764 Dixie Highway,	Saginaw	48601	(269) 982-0700
MI	1248	Morey, David Allen Jr.		2080 Niles Rd. #100,	St. Joseph	49085	(231) 577-9900
MI	1249	McMullen, Timothy Y.		1435 N. Mitchell St. Suite A,	Cadillac	49601	(231) 941-5355
MI	1251	McMullen, Timothy Y.		748 Munson Ave.,Suite #2	Traverse City	49686	(616) 392-4999
MI	1253	Asmar, Amer T.		264 N. River Ave., Suite 20,	Holland	49424	(616) 846-7650
MI	1258	Jacobs, Jeffrey A.		311 N. 7th St.,	Grand Haven	49417	(616) 667-1100
MI	1259	Asmar, Amer T.		314 Baldwin St.,	Jenison	49428	(616) 392-4556
MI	1260	Asmar, Amer T.		738 Michigan Avenue,	Holland	49423	(616) 774-2293
MI	1261	Asmar, Amer T.		1335 Lake Drive SE,	Grand Rapids	49506	(616) 530-8080
MI	1262	Asmar, Amer T.		3596 Clyde Park Ave. SW,	Wyoming	49509	(616) 791-2333
MI	1263	Asmar, Amer T.		619 NW Leonard St.,Suite C	Grand Rapids	49504	(231) 777-3966
MI	1270	Jacobs, Jeffrey A.		1332 E. Apple Avenue,	Muskegon	49442	(989) 394-6700
MI	1271	Lambert, Adam K.		650 N. Ripley Blvd.,	Alpena	49707	(231) 759-0925
MI	1272	Jacobs, Jeffrey A.		3275 Henry St.,	Muskegon	49441	(989) 402-2400
MI	1275	Lambert, Adam K.		1060 W. Main Street,	Gaylord	49735	(231) 798-3333
MI	1276	Jacobs, Jeffrey A.		6022 Harvey St.,	Muskegon	49444	(269) 343-3030
MI	1278	Mueller, Glenn A.		2706 W. Michigan Ave.,	Kalamazoo	49006	(906) 228-4630
MI	1280	Lambert, Adam K.		641 W. Washington,	Marquette	49855-3522	(906) 789-0222
MI	1283	Lambert, Adam K.		2313 Ludington,	Escanaba	49829	(906) 205-2000

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MI	1286	Lambert, Adam K.		1200 S. Stephenson Avenue,	Iron Mountain	49801	(269) 373-3030
MI	1288	Mueller, Glenn A.		1788 W. Milham Ave.,	Portage	49024	(269) 589-6612
MI	1295	Arntson, Eric		2545 Capital Ave. SW,	Battle Creek	49015	(313) 340-9452
MI	1297	Asmar, Amer T.		10437 West McNichols,	Detroit	48221	(612) 331-3030
MN	1901	Graves, Susan L.		215 Oak Street SE,	Minneapolis	55414	(952) 447-0030
MN	1903	Kruse, William C.		5805 Egan Drive,	Savage	55378	(763) 541-0030
MN	1904	Graves, Susan L.		2720 Winnetka Ave. N.,	New Hope	55427	(763) 767-0828
MN	1905	Giefer, David A.		2256 Bunker Lake Blvd N.W.,	Andover	55304	(612) 722-8200
MN	1906	Graves, Susan L.		2801 26th Ave. S,	Minneapolis	55406	(952) 935-3030
MN	1907	Peterson, Wayne A.		4540 Shady Oak Rd.,	Minnetonka	55343	(612) 789-0030
MN	1908	Graves, Susan L.		1901 Johnson Street NE,	Minneapolis	55418	(651) 772-3030
MN	1909	Graves, Susan L.		1517 White Bear Avenue N,	St. Paul	55106	(651) 735-3030
MN	1910	Graves, Susan L.		2133 Old Hudson Road, Ste. B,	St. Paul	55119	(651) 457-3030
MN	1911	Graves, Susan L.		1014 Smith Avenue S.,	West St. Paul	55118	(651) 224-3030
MN	1912	Graves, Susan L.		975 Grand Avenue,	St. Paul	55105	(763) 757-3030
MN	1913	Graves, Susan L.		10495 University Ave. NE,	Minneapolis	55434	(651) 644-3030
MN	1914	Graves, Susan L.		1231 Pierce Butler Rte.,	St. Paul	55104	(507) 229-0000
MN	1915	Hawkins, Ryan G.		1117 Downtown Plaza,	Fairmont	56031	(507) 350-3333
MN	1916	Hawkins, Ryan G.		1300 Humiston Ave., Suite 300	Worthington	56187	(651) 429-9192
MN	1917	Krueger, Joel G.		4701 Clark Avenue,	White Bear Lake	55110	(612) 338-3030
MN	1918	Graves, Susan L.		1113 Hennepin Avenue,	Minneapolis	55403	(952) 545-4669
MN	1919	Peterson, Wayne A.		10904 Greenbrier Road,	Minnetonka	55343	(612) 729-8388
MN	1920	Peterson, Wayne A.		4735 Hiawatha Avenue,	Minneapolis	55406-3325	(952) 888-4442
MN	1921	Graves, Susan L.		9723 Lyndale Avenue South,	Bloomington	55420	(952) 888-6661
MN	1922	Graves, Susan L.		427 American Blvd. E.,	Bloomington	55420	(612) 920-7171
MN	1923	Graves, Susan L.		5957 Penn Avenue South,	Minneapolis	55419	(952) 926-5422
MN	1924	Graves, Susan L.		5551 W. Lake Street,	St Louis Park	55416	(952) 944-9244
MN	1926	Graves, Susan L.		10700 Bloomington Ferry Road,	Bloomington	55438	(952) 944-2463
MN	1927	Graves, Susan L.		7082 Amundson Ave.,	Edina	55439	(952) 445-9200
MN	1928	Pierson, Jeffrey L.		224 E. 1St Ave E,	Shakopee	55379	(612) 800-9666
MN	1929	Graves, Susan L.		1681 Rice Street,	Roseville	55113	(952) 890-4940
MN	1930	Kruse, William C.		13756 Nicollet Avenue South,	Burnsville	55337	(612) 800-9703
MN	1931	Peterson, Wayne A.		23500 Highway 7, Shorewood	Excelsior	55331	(218) 331-6016

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MN	1932	Graves, Susan L.		935 37th Ave., Suite 112,	Moorhead	56560	(952) 423-2424
MN	1933	Kruse, William C.		5480 141st St. W. #150,	Apple Valley	55124	(651) 698-3030
MN	1934	Graves, Susan L.		635 Snelling Ave. South,	St. Paul	55116	(651) 459-7663
MN	1935	Peterson, Wayne A.		7145 E. Pointe Douglas Rd.,	Cottage Grove	55016	(952) 949-3030
MN	1936	Pierson, Jeffrey L.		13993 Anderson Lakes Parkway,	Eden Prairie	55344	(763) 404-9191
MN	1937	Graves, Susan L.		1115 Vicksburg Lane #3,	Plymouth	55447	(763) 427-0120
MN	1938	Marti, Jeanne M.		2350 7th Avenue,	Anoka	55303	(651) 454-0787
MN	1939	Peterson, Wayne A.		1975 Silver Bell Road,	Eagan	55122-1415	(507) 454-4545
MN	1940	Cerna, Luis X.		1201 Gilmore Ave.,	Winona	55987	(507) 282-3030
MN	1941	Gritz, Paul M.		4125 E. Frontage Rd., Hwy. 52 N.	Rochester	55901	(507) 288-3030
MN	1942	Gritz, Paul M.		444 3rd Ave. SE,	Rochester	55904	(507) 451-3030
MN	1943	Krueger, Joel G.		221 Mineral Springs Road,	Owatonna	55060	(651) 483-3030
MN	1944	Graves, Susan L.		2620 Rice St.,	Little Canada	55113	(612) 823-3030
MN	1945	Graves, Susan L.		4552 Bloomington Ave. S.,	Minneapolis	55407	(651) 227-3030
MN	1946	Graves, Susan L.		242 W. 7th St.,	St. Paul	55102	(612) 374-3030
MN	1947	Graves, Susan L.		2441 Hennepin Avenue,	Minneapolis	55405	(651) 777-3030
MN	1948	Alfveby, John G.		2418 Margaret St.,	N. St. Paul	55109	(612) 521-9494
MN	1949	Graves, Susan L.		1090 Shingle Creek Pkwy.,	Brooklyn Center	55430	(507) 625-7711
MN	1950	Peterson, Wayne A.		300 Stadium Road,	Mankato	56001	(507) 625-3666
MN	1951	Peterson, Wayne A.		814 N. Riverfront Drive,	Mankato	56001	(507) 934-9112
MN	1952	Peterson, Wayne A.		103 S. Minnesota Avenue,	St. Peter	56082	(507) 359-7711
MN	1953	Peterson, Wayne A.		315 N Minnesota St.,	New Ulm	56073	(763) 571-4240
MN	1954	Graves, Susan L.		5164 Central Ave. NE,	Columbia Heights	55421	(651) 430-3030
MN	1955	Peterson, Wayne A.		5863 Neal Ave. N.,	Oak Park Hts.	55082	(507) 532-3030
MN	1956	Graves, Susan L.		1001 E. College Dr.,	Marshall	56258	(507) 334-3954
MN	1957	Kruse, William C.		629 4th Street NW,	Faribault	55021	(507) 373-3331
MN	1958	Gritz, Paul M.		910 S. Broadway,	Albert Lea	56007	(507) 437-3030
MN	1959	Gritz, Paul M.		106 S. Main Street,	Austin	55912	(320) 259-1900
MN	1960	Graves, Susan L.		616 2nd St. S.,	St. Cloud	56301	(320) 251-4885
MN	1961	Graves, Susan L.		202 2nd Ave. N.,	Sauk Rapids	56379	(218) 773-2121
MN	1962	Graves, Susan L.		130 Gateway Drive NE,	East Grand Forks	56721	(507) 833-8888
MN	1963	Radke, Janet L.		107 S. State Street,	Waseca	56093	(218) 297-3030
MN	1964	Johnson, Corey L.		7295 Glory Road,	Baxter	56425	(763) 557-9999

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MN	1966	Graves, Susan L.		3900 Vinewood Lane N. #23,	Plymouth	55441	(651) 437-3930
MN	1967	Peterson, Wayne A.		103 W. 23rd St.,	Hastings	55033	(952) 440-3030
MN	1968	Kruse, William C.		4995 160th Street SE,Suite 500	Prior Lake	55372	(507) 663-1221
MN	1970	Kruse, William C.		110 E 4th Street,	Northfield	55057-2002	(763) 786-2383
MN	1971	Krueger, Joel G.		2548 Highway 10 NE,	Mounds View	55112	(218) 963-5100
MN	1972	Johnson, Corey L.		24400 Smiley Road,Unit 5 & 6	Nisswa	56468	(952) 448-4408
MN	1973	Graves, Susan L.		503 N. Chestnut St.,	Chaska	55318	(952) 472-3030
MN	1974	Graves, Susan L.		5309 Shoreline Drive,	Mound	55364	(651) 455-5064
MN	1975	Graves, Susan L.		6635 Cahill Avenue,	Inver Grove Heights	55076	(952) 934-6878
MN	1976	Peterson, Wayne A.		400 W. 78th St.,	Chanhassen	55317	(218) 510-0696
MN	1977	Carlson, Duane L. Jr.		625 7th Avenue,	Two Harbors	55616	(218) 281-3671
MN	1979	Graves, Susan L.		601 N. Broadway,	Crookston	56716	(651) 423-6090
MN	1980	Kruse, William C.		14875 S. Robert Trail,	Rosemount	55068	(218) 681-6000
MN	1981	Graves, Susan L.		209 Brooks Avenue N.,	Thief River Falls	56701	(218) 237-3344
MN	1982	Carlson, Duane L. Jr.		1303 Charles Street,	Park Rapids	56470	(218) 736-5411
MN	1983	Graves, Susan L.		126 W. Cavour Ave.,	Fergus Falls	56537	(218) 262-6695
MN	1984	Carlson, Duane L. Jr.		2508 E. Beltline,	Hibbing	55746	(218) 722-3030
MN	1985	Carlson, Duane L. Jr.		112 E. 2nd St.,	Duluth	55805	(218) 728-3627
MN	1986	Carlson, Duane L. Jr.		1701 Woodland Ave.,	Duluth	55803	(218) 499-0099
MN	1987	Carlson, Duane L. Jr.		1212 Cloquet Ave.,	Cloquet	55720	(763) 535-6313
MN	1988	Graves, Susan L.		355 Willow Bend,	Crystal	55428	(651) 464-7080
MN	1989	Nordberg, David C.		132 N. Lake Street,	Forest Lake	55025	(320) 235-3030
MN	1990	Graves, Susan L.		602 1st St. S Suite 1,	Willmar	56201	(320) 587-7070
MN	1991	Wendolek, Pete J.		111 South Main Street,	Hutchinson	55350	(320) 632-2371
MN	1992	Cole, Shane A.		107 2nd St NE,	Little Falls	56345	(952) 892-1212
MN	1993	Peterson, Wayne A.		17823 Kenwood Trail,	Lakeville	55044	(218) 326-9444
MN	1994	Carlson, Duane L. Jr.		1200 S. Pokegama Ave.,Suite 80	Grand Rapids	55744	(218) 828-5066
MN	1995	Johnson, Corey L.		413 W. Washington, Unit C,	Brainerd	56401	(651) 257-2002
MN	1997	Krueger, Joel G.		12925 Lake Blvd.,	Lindstrom	55045	(952) 873-2020
MN	7300	Krueger, Joel G.		1058 Enterprise Dr.,	Belle Plaine	56011	(507) 634-3344
MN	7319	Gritz, Paul M.		501 S. Mantorville Ave.,	Kasson	55944	(763) 391-0909
MN	7323	Graves, Susan L.		9322 Zane Avenue North,	Brooklyn Park	55443	(651) 277-3030
MN	7338	Nordberg, David C.		5862 Oak St.,	North Branch	55056	(763) 389-8900

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MN	7339	Johnson, Corey L.		114 Rum River Dr. S,	Princeton	55371	(763) 434-4300
MN	7342	Giefer, David A.		17565 Highway 65 NE,	Ham Lake	55304	(651) 429-4252
MN	7343	Krueger, Joel G.		107 Wildwood Road,	Willernie	55090	(651) 388-0444
MN	7345	Peterson, Wayne A.		3019-A South Service Dr.,	Red Wing	55066	(763) 295-2424
MN	7347	Giefer, David A.		112 W. Broadway,	Monticello	55362	(651) 452-3030
MN	7348	Peterson, Wayne A.		1266 Town Centre Drive,	Eagan	55123	(651) 738-3030
MN	7349	Graves, Susan L.		783 Radio Drive #108,	Woodbury	55125	(763) 441-6500
MN	7350	Graves, Susan L.		18157 Carson Court NW, Ste. F,	Elk River	55330	(218) 759-3030
MN	7352	Gellately, Dana M.		701 Paul Bunyan Dr. NW,	Bemidji	56601	(320) 253-8520
MN	7353	Graves, Susan L.		5801 Ridgewood Rd., Suite 3,	St. Cloud	56303	(651) 484-3030
MN	7354	Krueger, Joel G.		3551 Lexington Ave. N,	Arden Hills	55126	(651) 638-3030
MN	7355	Graves, Susan L.		525 Main Street,	New Brighton	55112	(320) 763-5007
MN	7356	Graves, Susan L.		505 Broadway St.,	Alexandria	56308	(763) 420-8988
MN	7357	Graves, Susan L.		13590 Grove Drive,	Maple Grove	55311	(763) 755-3030
MN	7358	Giefer, David A.		1524 125th Avenue NE,	Blaine	55449	(763) 753-3200
MN	7360	Johnson, Corey L.		6014 167th Avenue N.W.,	Ramsey	55303	(651) 463-3030
MN	7361	Peterson, Wayne A.		18350 Pilot Knob Rd. Suite C,	Farmington	55024	(218) 741-3030
MN	7362	Carlson, Duane L. Jr.		308 Chestnut St.,	Virginia	55792	(763) 786-7864
MN	7365	Graves, Susan L.		9370 Lexington Ave. NE, Bay 10,	Circle Pines	55014	(218) 846-1502
MN	7366	Johnson, Corey L.		1302 Washington Ave.,	Detroit Lakes	56501	(952) 473-0400
MN	7367	Herdklotz, Skip Emory		1865 W. Wayzata Blvd.,	Long Lake	55356	(218) 628-3030
MN	7368	Carlson, Duane L. Jr.		309 East Central Avenue,	Duluth	55807	(763) 689-5603
MN	7369	Johnson, Corey L.		1595 2nd Ave. NW. Ste. 130,	Cambridge	55008	(763) 566-3030
MN	7371	Graves, Susan L.		3260 Brookdale Drive N.,	Brooklyn Park	55443	(952) 442-9780
MN	7374	Dupont, Richard M.		232 W. 1st St.,	Waconia	55387	(763) 682-3830
MN	7375	Giefer, David A.		96 14th St. NE,	Buffalo	55313	(763) 477-4443
MN	7376	Herdklotz, Skip Emory		8060 Highway 55, Suite 55,	Rockford	55373	(218) 233-2211
MN	7378	Graves, Susan L.		207 21st St. S.,	Moorehead	56560	(763) 497-4848
MN	7379	Krueger, Joel G.		27 East Central,	St. Michael	55376	(218) 283-3444
MN	7380	Carlson, Duane L. Jr.		1623 2nd Avenue W.,	International Falls	56649	(763) 428-8333
MN	7381	Graves, Susan L.		13625 Northdale Blvd., Suite 2,	Rogers	55374	(763) 753-4300
MN	7382	Giefer, David A.		23168 St. Francis Blvd. NW,	St. Francis	55070	(763) 856-0333
MN	7384	Nies, Timothy C.		25928 2nd St. E.,	Zimmerman	55398	(651) 426-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MN	7386	Krueger, Joel G.		14531 Forest Blvd.,	Hugo	55038	(218) 729-7979
MN	7387	Carlson, Duane L. Jr.		4960 Miller Trunk Highway,	Duluth	55811	(952) 758-8833
MN	7388	Krueger, Joel G.		106 E. Main St.,	New Prague	56071	(952) 461-4614
MN	7396	Krueger, Joel G.		10 Church Street,	Elko New Market	55054	(507) 361-3030
MN	9731	Gritz, Paul M.		2025 S. Broadway Ave.,	Rochester	55904	(816) 601-2020
MO	1500	Poulsen, Jamie S.		17404 E. US Hwy 24,	Independence	64056	(660) 429-2171
MO	1501	Poulsen, Jamie S.		623 South Maguire Street,	Warrensburg	64093	(573) 875-3030
MO	1502	Neichter, Gregory J.		416 S. Ninth Street,	Columbia	65201-5091	(573) 875-1010
MO	1503	Neichter, Gregory J.		1500 I-70 Drive S.W. , Suite #6,	Columbia	65201-1029	(573) 642-0991
MO	1504	Neichter, Gregory J.		102 W 6th Street,	Fulton	65251-2602	(573) 474-9565
MO	1505	Neichter, Gregory J.		1621-A Towne Drive,	Columbia	65202-2339	(314) 878-1111
MO	1506	Neichter, Gregory J.		2148 Mckelvey Road,	Maryland Heights	63043	(816) 318-7600
MO	1507	Poulsen, Jamie S.		12200 15th Street, Suite 110,	Grandview	64030	(660) 562-2800
MO	1508	Poulsen, Jamie S.		1006 South Main Street,	Maryville	64468	(660) 627-3030
MO	1509	Naugle, Leonard J.		1109 S. Baltimore St.,	Kirksville	63501	(314) 966-3030
MO	1510	Ratterman, Mark B.		11240 Manchester Rd.,	Kirkwood	63122	(636) 391-6600
MO	1511	Neichter, Gregory J.		345 Clarkson Road,	Ellisville	63011	(816) 601-3030
MO	1514	Poulsen, Jamie S.		9008 NW MO-45,	Parkville	64152	(660) 269-9988
MO	1515	Naugle, Leonard J.		1100 N. Morley, Suite D,	Moberly	65270	(636) 447-7070
MO	1516	Ratterman, Mark B.		4167 North St. Peters Parkway,	St. Peters	63304	(314) 426-3113
MO	1517	Neichter, Gregory J.		9432 Natural Bridge Road,	Berkley	63134	(573) 581-4811
MO	1518	Naugle, Leonard J.		827 W. Monroe,	Mexico	65265	(417) 257-0055
MO	1519	Holloway, Shane G.		1152 Ransom Rd.,	West Plains	65775	(573) 243-1474
MO	1520	Bumpus, David M.		2370 East Main,	Jackson	63755	(314) 352-1400
MO	1522	Ratterman, Mark B.		5201 S. Grand Blvd.,	St. Louis	63111	(573) 893-2400
MO	1523	Black, Eric Robert		3732 W. Truman Blvd.,	Jefferson City	65109	(314) 621-3030
MO	1524	Ratterman, Mark B.		1613 S 9Th St,	St Louis	63104	(573) 634-8444
MO	1525	Black, Eric Robert		1717 Christy Dr.,	Jefferson City	65101	(314) 832-4555
MO	1526	Ratterman, Mark B.		5421 Chippewa,	St Louis	63109	(314) 652-3030
MO	1527	Ratterman, Mark B.		3930 Lindell,	St. Louis	63108	(573) 691-4141
MO	1528	Black, Eric Robert		724 Stadium West Blvd.,	Jefferson City	65109	(636) 825-1919
MO	1529	Ratterman, Mark B.		2554 Gladiator,	Fenton	63026	(417) 614-0707
MO	1530	Elwell, Emily E.		6015 N Main St.,	Webb City	64870	(417) 658-4750

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MO	1532	Elwell, Emily E.		908 West Harmony St,	Neosho	64850	(816) 535-1500
MO	1534	Poulsen, Jamie S.		451 SW Eagles Parkway,	Grain Valley	64029	(816) 228-2700
MO	1535	Poulsen, Jamie S.		706 NW 7 Highway, Suite E	Blue Springs	64014	(816) 331-5100
MO	1536	Poulsen, Jamie S.		700 E. North Ave.,	Belton	64012	(636) 467-9339
MO	1537	Ratterman, Mark B.		1271 Main St.,	Imperial	63052	(573) 756-8966
MO	1538	Wampler, Stephen E.		615 N. A St.,	Farmington	63640	(417) 624-3460
MO	1540	Hudson, Douglas Shane		1714 S. Range Line,	Joplin	64804	(417) 623-5211
MO	1542	Elwell, Emily E.		2316 S. Maiden Lane, Suite A&B	Joplin	64801	(573) 693-1234
MO	1543	Black, Eric Robert		1800 Bagnell Dam Blvd.,	Lake Ozark	65049	(816) 756-3910
MO	1544	Poulsen, Jamie S.		534 Westport Rd.,	Kansas City	64111	(573) 336-3400
MO	1545	Black, Eric Robert		213 St. Robert Blvd.,	St. Robert	65584	(573) 364-7110
MO	1546	Black, Eric Robert		1732 N. Bishop Ave., Suite B	Rolla	65401	(417) 588-7070
MO	1547	Grapes, Ronald L. Jr.		1816 S. Jefferson Ave.,	Lebanon	65536	(573) 614-7848
MO	1548	Bumpus, David M.		612 North One Mile Road,	Dexter	63841	(660) 829-3030
MO	1549	Poulsen, Jamie S.		3200-A S. Limit Ave.,	Sedalia	65301	(417) 831-1110
MO	1550	Hurteau/Prather, Art/Marty		538 S. National,	Springfield	65802	(417) 863-0044
MO	1551	Hurteau/Prather, Art/Marty		1241 E. Kearney St.,	Springfield	65803	(417) 889-3131
MO	1552	Hurteau/Prather, Art/Marty		230 E. Republic Road,	Springfield	65807-2907	(417) 889-2323
MO	1553	Hurteau/Prather, Art/Marty		2565 E. Sunshine,	Springfield	65804	(417) 522-3322
MO	1554	Hurteau/Prather, Art/Marty		2642 W. Sunshine,	Springfield	65807	(417) 522-4499
MO	1555	Hurteau/Prather, Art/Marty		3308 W. Chestnut Expressway,	Springfield	65802	(636) 583-3020
MO	1556	Naugle, Leonard J.		408 US Highway 50 West,	Union	63084	(417) 943-2400
MO	1557	Hurteau/Prather, Art/Marty		1045 Spur Drive,	Marshfield	65706	(660) 646-9800
MO	1558	Poulsen, Jamie S.		1307 Washington St.,	Chillicothe	64601	(636) 239-1515
MO	1559	Naugle, Leonard J.		326 E. Fifth Street,	Washington	63090	(314) 423-7440
MO	1560	Neichter, Gregory J.		9511 Lackland Rd,	St Louis	65802-4729	(314) 291-3334
MO	1561	Neichter, Gregory J.		11124 Old St. Charles Rd.,	St. Ann	63074	(636) 391-6304
MO	1562	Neichter, Gregory J.		14764 Clayton Road,	Ballwin	63011	(636) 227-6300
MO	1563	Neichter, Gregory J.		667 Big Bend Road,	Ballwin	63021	(314) 432-2530
MO	1564	Neichter, Gregory J.		9620 Olive Boulevard,	Olivette	63132	(573) 651-3880
MO	1565	Lynn, Danny F.		1028 N. Sprigg,	Cape Girardeau	63701-5627	(573) 471-2667
MO	1566	Bumpus, David M.		530 S. Main,	Sikeston	63801	(573) 686-7291
MO	1567	Bumpus, David M.		2205 N. Westwood Blvd.,	Poplar Bluff	63901	(636) 467-5800

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MO	1568	Ratterman, Mark B.		1951 Richardson Road,	Arnold	63010	(636) 933-0707
MO	1569	Ratterman, Mark B.		801 Collins Dr., Ste. B,	Festus	63028	(636) 723-0150
MO	1570	Neichter, Gregory J.		2181 Droste Road,	Saint Charles	63301	(636) 327-7999
MO	1571	Ratterman, Mark B.		500 W. Pearce Blvd.,	Wentzville	63385	(816) 232-6060
MO	1572	Miller, Daryl M.		2110 Messanie St.,	St. Joseph	64507	(636) 677-2522
MO	1574	Ratterman, Mark B.		2711 High Ridge Blvd.,	High Ridge	63049	(314) 838-5757
MO	1575	Ratterman, Mark B.		8426 N. Lindbergh,	Florissant	63031	(314) 831-5454
MO	1576	Ratterman, Mark B.		2500 N Highway 67,	Florissant	63033	(636) 278-6626
MO	1577	Ratterman, Mark B.		309-A Mid Rivers Mall Dr,	Saint Peters	63376	(314) 843-0909
MO	1578	Ratterman, Mark B.		13214 Tesson Ferry Road,	St. Louis	63128	(573) 221-2861
MO	1579	Mabrey, Jeffrey M.		4315 McMasters Ave.,	Hannibal	63401	(314) 644-6700
MO	1580	Ratterman, Mark B.		7259 Manchester Road,	Maplewood	63143	(417) 685-1515
MO	1581	Hurteau/Prather, Art/Marty		407 E. Walnut Lane,	Willard	65781	(314) 843-5353
MO	1582	Ratterman, Mark B.		8544 Watson Rd.,	St. Louis	63119	(314) 487-9190
MO	1583	Ratterman, Mark B.		3239 A Lemay Ferry Road,	St Louis	63125	(314) 821-4111
MO	1584	Ratterman, Mark B.		485 S. Kirkwood Rd., Suite 105 D	Kirkwood	63122	(314) 846-6600
MO	1585	Ratterman, Mark B.		5661 Telegraph Road,	Oakville	63129	(314) 961-7800
MO	1586	Ratterman, Mark B.		9605 Manchester Road,	Rock Hill	63119	(314) 726-3030
MO	1587	Ratterman, Mark B.		7018 Pershing,	University City	63130	(314) 741-5280
MO	1588	Ratterman, Mark B.		12317 Old Halls Ferry Roa,	Black Jack	63033	(314) 389-3030
MO	1589	Ratterman, Mark B.		7240 Natural Bridge Road,	Normandy	63121	(314) 868-2244
MO	1591	Ratterman, Mark B.		10109 Lewis & Clark Blvd.,	Bellefontaine Neighbors	63137	(417) 393-1776
MO	1592	Elwell, Emily E.		100 Chapel Drive, Suite H,	Monett	65708	(314) 862-3030
MO	1593	Neichter, Gregory J.		6963 Olive Blvd.,	University	63130	(314) 521-7335
MO	1594	Ratterman, Mark B.		10486 West Florissant Ave.,	Dellwood	63136	(573) 302-4888
MO	1600	Black, Eric Robert		5531 Osage Beach Pkwy.,	Osage Beach	65065	(417) 335-6789
MO	1601	Hurteau/Prather, Art/Marty		3310 W. 76 Country Blvd Ste A-B,	Branson	65616	(314) 567-1010
MO	1602	Neichter, Gregory J.		11933 Olive Boulevard,	Creve Coeur	63141	(314) 631-2100
MO	1603	Ratterman, Mark B.		8814 Gravois Rd.,	Affton	63123	(816) 525-2244
MO	1604	Carlson, J. Bradley		795 NE Rice Rd.,	Lee's Summit	64086	(314) 421-3030
MO	1605	Ratterman, Mark B.		1430 N. 13th,	St. Louis	63106	(660) 886-6565
MO	1606	Poulsen, Jamie S.		819 S. Cherokee Drive, Suite #2,	Marshall	65340	(314) 773-4404
MO	1607	Ratterman, Mark B.		2256 S Grand Blvd.,	St. Louis	63104	(314) 275-7979

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MO	1608	Neichter, Gregory J.		13728 Olive Blvd.,	Chesterfield	63017	(816) 454-3363
MO	1610	Poulsen, Jamie S.		2516 NE 43rd St.,	Kansas City	64116	(636) 281-3030
MO	1611	Ratterman, Mark B.		8760 Veterans Memorial Pkwy,	O'Fallon	63366	(573) 431-7372
MO	1612	Wampler, Stephen E.		12 E. Main St.,	Park Hills	63601	(636) 797-8520
MO	1613	Muser, David C.		10736 Business Route 21,	Hillsboro	63050	(573) 468-3030
MO	1615	Naugle, Leonard J.		121 N. Service Road W,	Sullivan	63080	(314) 291-3232
MO	1616	Ratterman, Mark B.		12501 Natural Bridge Rd.,	Bridgeton	63044	(573) 334-9988
MO	1617	Lynn, Danny F.		1420 N. Kingshighway St.,	Cape Girardeau	63701	(636) 724-6060
MO	1618	Ratterman, Mark B.		1966 S. Old Highway 94,	St. Charles	63303	(573) 443-3030
MO	1619	Neichter, Gregory J.		3104 Greens Meadow Way,	Columbia	65203	(314) 454-3030
MO	1621	Ratterman, Mark B.		1444 N. Kings Highway Blvd.,	St. Louis	63113	(636) 586-4949
MO	1622	Ratterman, Mark B.		2128 Rock Rd.,	De Soto	63020	(636) 349-3338
MO	1624	Ratterman, Mark B.		1655 South Highway 141,	Fenton	63026	(417) 732-4242
MO	1625	Hurteau/Prather, Art/Marty		491 Highway 60 East,	Republic	65738	(573) 547-3030
MO	1626	Bumpus, David M.		105 Perry Plaza,	Perryville	63775	(816) 373-3734
MO	1627	Poulsen, Jamie S.		3709-B S. Noland Road,	Independence	64055	(816) 741-1900
MO	1628	Poulsen, Jamie S.		7759 NW Prairie View Road,	Kansas City	64151	(636) 479-3311
MO	1629	Ratterman, Mark B.		32 Pevely Plaza,	Pevely	63070	(417) 724-1010
MO	1630	Hurteau/Prather, Art/Marty		411 A Northview Rd.,	Nixa	65714	(573) 438-7422
MO	1631	Wampler, Stephen E.		836 East High St.,#8	Potosi	63664	(816) 415-9400
MO	1632	Poulsen, Jamie S.		118 Conistor,Suite C	Liberty	64068	(636) 629-2929
MO	1633	Wampler, Stephen E.		940A Plaza Drive,	St. Clair	63077	(636) 257-3030
MO	1635	McGowan, Benjamin Aaron		2240 W. Osage St.,	Pacific	63069	(417) 581-7070
MO	1639	Hurteau/Prather, Art/Marty		1411 W. Highway J,	Ozark	65721	(636) 537-3223
MO	1640	Neichter, Gregory J.		105 Long Road,	Chesterfield	63005	(636) 281-5500
MO	1641	Ratterman, Mark B.		3441 Pheasant Point,	O'Fallon	63366	(573) 783-7999
MO	1642	Wampler, Stephen E.		201 East College,	Fredericktown	63645	(573) 437-8777
MO	1643	McGowan, Benjamin Aaron		307 W. Hwy 28,	Owensville	65066	(417) 777-7070
MO	1645	Hurteau/Prather, Art/Marty		623 S. Springfield,	Bolivar	65613	(417) 358-6565
MO	1646	Elwell, Emily E.		2003 S. Garrison Ave.,	Carthage	64836	(636) 938-3320
MO	1649	McGowan, Benjamin Aaron		107 -C Hilltop Village Shopping Center,	Eureka	63025	(573) 883-9959
MO	1677	Muser, David C.		40 Plaza Drive,	Sainte Genevieve	63670	(417) 667-8878
MO	1678	Elwell, Emily E.		200 S. Adams,	Nevada	64772	(636) 456-8444

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MO	1679	McGowan, Benjamin Aaron		1331 Northeast Service Road, Ste. 5,	Warrenton	63383	(573) 564-1900
MO	1682	McGowan, Benjamin Aaron		902 South Sturgeon St.,	Montgomery City	63361	(417) 673-8900
MO	1685	Elwell, Emily E.		624 N. Madison,	Webb City	64870	(417) 926-1100
MO	1686	Holloway, Shane G.		100 W. 17th Street, Suite A,	Mountain Grove	65711	(417) 337-7788
MO	1687	Hurteau/Prather, Art/Marty		876 Birch St.,	Hollister	65672	(636) 528-3520
MO	1688	Ratterman, Mark B.		131 North Lincoln Drive,	Troy	63379	(573) 358-3322
MO	1690	Wampler, Stephen E.		48 Berry Rd.,	Bonne Terre	63628	(816) 923-1007
MO	1691	Poulsen, Jamie S.		4201A East Blue Parkway,	Kansas City	64130	(816) 237-1888
MO	1694	Poulsen, Jamie S.		7208 Wornall Road, Ste. A,	Kansas City	64114	(816) 886-0350
MO	1695	Poulsen, Jamie S.		9103 E. Highway 350,	Raytown	64133	(417) 681-5090
MO	1696	Hurteau/Prather, Art/Marty		1431 W. South St.,	Ozark	65721	(816) 420-8220
MO	6373	Poulsen, Jamie S.		9324 N. Oak Trafficway,	Kansas City	64155	(816) 586-0044
MO	9571	Poulsen, Jamie S.		531 Grand Ave., Suite 4	Kansas City	64016	(816) 306-0033
MO	9572	Poulsen, Jamie S.		13131 State Line Road,	Kansas City	64145	(816) 759-8558
MO	9573	Poulsen, Jamie S.		7302 North Oak Trafficway,	Gladstone	64118	(573) 559-1600
MO	9574	Holloway, Shane G.		624 Cottonwood Plaza,	Kennett	63857	(636) 695-8500
MO	9575	Ratterman, Mark B.		149 Pond Fort Trail,	Lake St. Louis	63367	(816) 232-1010
MO	9576	Miller, Daryl M.		2223 North Belt Highway,	St. Joseph	64506	(417) 633-7525
MO	9577	Hurteau/Prather, Art/Marty		4032 W. Republic Rd.,	Battlefield	65619	(662) 256-3663
MS	3217	Brown, Timothy Brett		700-A N. Main St.,	Amory	38821	(228) 374-7234
MS	5901	Mueller, Glenn A.		1681 Pass Rd.,	Biloxi	39531	(228) 392-6636
MS	5902	Mueller, Glenn A.		10493 D'Iberville Blvd.,	D'Iberville	39540	(228) 872-3030
MS	5903	Mueller, Glenn A.		2260 Bienville Rd.,	Ocean Springs	39564	(228) 769-9700
MS	5905	Mueller, Glenn A.		2310 Denny Avenue,	Pascagoula	39567	(228) 497-4888
MS	5907	Mueller, Glenn A.		2591 Hwy. 90,	Gautier	39553	(228) 832-1111
MS	5908	Mueller, Glenn A.		11236 Lorraine Road,	Gulfport	39503	(228) 875-3030
MS	5909	Mueller, Glenn A.		8000 Tucker Rd.,	Ocean Springs	39565	(228) 868-6061
MS	5910	Mueller, Glenn A.		1107 Cowan Rd. Suite A,	Gulfport	39507	(228) 831-3030
MS	5911	Mueller, Glenn A.		11380 Hwy 49 North,	Gulfport	39503	(228) 575-3434
MS	5912	Mueller, Glenn A.		2712 25th Ave.,	Gulfport	39501	(228) 467-2020
MS	5913	Mueller, Glenn A.		501 Highway 90,	Bay Saint Louis	39520	(228) 868-6600
MS	5914	Mueller, Glenn A.		19099 Pineville Road, Suite 110,	Long Beach	39560	(601) 845-5030
MS	5916	Mueller, Glenn A.		2785 Highway 49 S, Suite E,	Florence	39073	(601) 798-7070

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MS	5917	Mueller, Glenn A.		917 Memorial Boulevard,	Picayune	39466	(601) 264-2996
MS	5920	Mueller, Glenn A.		3203 Hardy St.,	Hattiesburg	39401	(601) 544-3030
MS	5921	Mueller, Glenn A.		1272 Evelyn Gandy Pkwy. Ste. 10,	Petal	39465	(601) 268-1099
MS	5922	Mueller, Glenn A.		6061 Hwy. 98 W.,	Hattiesburg	39402	(601) 835-3278
MS	5924	Magee, Matthew		975 Brookway Blvd.,	Brookhaven	39601	(601) 649-0800
MS	5925	Mueller, Glenn A.		713 North 16th Avenue,	Laurel	39440	(228) 255-0001
MS	5926	Mueller, Glenn A.		107B NE Interchange St.,	Diamondhead	39525	(601) 693-3030
MS	5927	Mueller, Glenn A.		2535 N. Hill St., Unit B,	Meridian	39305	(601) 684-6949
MS	5928	Magee, Matthew		1515 Delaware Avenue,	McComb	39648	(601) 825-5012
MS	5929	Mueller, Glenn A.		2145 Highway 18,	Brandon	39042	(877) 883-9643
MS	5930	Yildirim, Molly Hilal		1303 Highway 35 South,,Suite F	Forest	39074	(601) 956-4900
MS	5931	Mueller, Glenn A.		102 Pine Knoll Drive,	Ridgeland	39157	(601) 371-2300
MS	5932	Mueller, Glenn A.		5545 Robinson Road Extension,	Jackson	39204	(601) 932-5882
MS	5933	Mueller, Glenn A.		118 S. Pearson Road,	Pearl	39208	(601) 924-3030
MS	5934	Mueller, Glenn A.		909 Old Vicksburg Road, Suite B,	Clinton	39056	(601) 353-5600
MS	5935	Mueller, Glenn A.		616 N. Jefferson St.,	Jackson	39202	(601) 362-7777
MS	5936	Mueller, Glenn A.		4555 Office Park Drive,	Jackson	39206	(601) 992-3030
MS	5939	Mueller, Glenn A.		5490 Castlewoods Ct.,Suite F,	Flowood	39232	(601) 654-2300
MS	5940	Yildirim, Molly Hilal		400 Hwy. 16 E.,	Carthage	39051	(662) 236-3844
MS	5941	Brown, Timothy Brett		1920 & 1922 University Avenue,	Oxford	38655	(601) 346-9737
MS	5942	Mueller, Glenn A.		7381 Siwell Road,	Byram	39272	(601) 707-7803
MS	5943	Mueller, Glenn A.		956 Hwy. 51,	Madison	39110	(662) 577-4122
MS	5944	Varela, Mario		201 Highway 82 W, Suite A,	Indianola	38751	(662) 378-2091
MS	5945	Varela, Mario		1515 Highway 1 S #A,	Greenville	38703	(662) 455-3030
MS	5946	Varela, Mario		919 Highway 82 West,	Greenwood	38930	(601) 445-6006
MS	5949	Magee, Gregory S.		97 Northgate Rd.,	Natchez	39120	(601) 636-3501
MS	5953	Magee, Matthew		725 Highway 61 South,	Vicksburg	39180	(601) 898-2330
MS	5954	Mueller, Glenn A.		1045-1053 Gluckstadt Rd.,	Madison	39110	(662) 342-4747
MS	5955	Brown, Timothy Brett		8046 Hwy. 51 North,	Southaven	38671	(662) 329-3131
MS	5958	Proulx, Allen G.		1510 Main Street,	Columbus	39701	(662) 349-3999
MS	5961	Shifflett, Juan Jason		5847 Getwell Road,	Southaven	38672	(662) 324-2100
MS	5962	Mueller, Glenn A.		101 Hwy. 12,	Starkville	39759	(662) 841-0733
MS	5964	Shifflett, Juan Jason		1221 S Gloster,	Tupelo	38801	(662) 226-3833

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MS	5965	Brown, Timothy Brett		1303 Highway 8 #D,	Grenada	38901	(662) 562-9500
MS	5967	Davis, Richard A.		314 W Main St.,	Senetobia	38668	(228) 474-9555
MS	5968	Magee, Matthew		7100 Highway 63,	Moss Point	39563	(601) 855-2433
MS	5969	Yildirim, Molly Hilal		1150 E. Peace St.,	Canton	39046	(662) 236-3840
MS	5971	Brown, Timothy Brett		1603 Jackson Avenue W,	Oxford	38655	(662) 536-3636
MS	5972	Brown, Timothy Brett		460 Church Road E,	Southaven	38671	(601) 736-0773
MS	5973	Magee, Matthew		925 Highway 98 Bypass,	Columbia	39429	(662) 538-0335
MS	5974	Brown, Timothy Brett		216 Starlyn Avenue,	New Albany	38652	(662) 627-5030
MS	5975	Davis, Curtis		640 Desoto Avenue,	Clarksdale	38614	(662) 563-5600
MS	5976	Davis, Richard A.		460 Hwy. 6 E.,	Batesville	38606	(662) 494-2000
MS	5978	Brown, Timothy Brett		327 Highway 45 South,	West Point	39773	(662) 449-3468
MS	5979	Shifflett, Juan Jason		2334 McIngvale Rd.,	Hernando	38632	(662) 895-3005
MS	5980	Shifflett, Juan Jason		8859 Goodman Road,	Olive Branch	38654	(601) 389-0500
MS	5981	Cavaliere, Christopher L.		100 Canal Pl,	Philadelphia	39350	(662) 781-2781
MS	5982	Davis, Diane Ardine		5842 Goodman Road, Ste. 13,	Horn Lake	38637	(601) 477-4949
MS	5984	Magee, Matthew		800 Hill Street,	Ellisville	39437	(601) 947-1636
MS	5985	Magee, Gregory S.		5157 East Main Street,	Lucedale	39452	(662) 489-3033
MS	5986	Brown, Timothy Brett		116 Highway 15 N,	Pontotoc	38863	(601) 928-2727
MS	5988	Magee, Gregory S.		1107 East Frontage Road,Suite E	Wiggins	39577	(662) 843-3663
MS	5989	Anderson, Neal W.		425-C North Davis Avenue,	Cleveland	38732	(601) 794-6660
MS	5990	Magee, Matthew		5828 U.S. Hwy. 11,	Purvis	39475	(662) 284-9099
MS	5992	Brown, Timothy Brett		1102 US Highway 75 East,	Corinth	38834	(662) 728-7778
MS	5993	Brown, Timothy Brett		201 Wal-Mart Circle,	Booneville	38829	(662) 252-5252
MS	5994	Brown, Timothy Brett		272 Whaley Ave.,	Holly Springs	38635	(662) 841-9500
MS	5995	Shifflett, Juan Jason		3581 N Gloster St, Ste C,	Tupelo	38804	(406) 262-9300
MT	6304	Hightower, Rhett D. H.		501 1st Street,	Havre	59501-3603	(406) 586-5431
MT	7001	Erwin, Allan F.		203 N. 7th Ave.,	Bozeman	59715	(406) 721-7610
MT	7002	Erwin, Allan F.		111 South Avenue West,	Missoula	59801	(406) 256-1312
MT	7003	Hightower, Rhett D. H.		444 Broadwater Avenue,	Billings	59101	(406) 443-2454
MT	7004	Fuller, James E.		700 N. Last Chance Gulch,	Helena	59601	(406) 652-5900
MT	7005	Hightower, Rhett D. H.		2804 Grand Avenue,	Billings	59102	(406) 969-2871
MT	7006	Hightower, Rhett D. H.		851 Shiloh Crossing Blvd., Suites 1 & 2,	Billings	59102	(406) 245-6633
MT	7007	Hightower, Rhett D. H.		904 Main St. Suite 1,	Billings	59105	(406) 771-0040

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
MT	7008	Hightower, Rhett D. H.		4109 2nd Ave. N,	Great Falls	59405	(406) 782-3000
MT	7009	Erwin, Allan F.		2101 Harrison Ave.,	Butte	59701	(406) 771-8877
MT	7010	Hightower, Rhett D. H.		211 NW Bypass,	Great Falls	59404	(406) 756-0330
MT	7011	Tetachuk, Darren B.		150 Hutton Ranch Rd. Suite 103,	Kalispell	59901	(406) 530-1555
MT	7012	Hightower, Rhett D. H.		720 1st Ave., Suite 1,	Laurel	59044	(406) 630-7788
MT	7014	Erwin, Allan F.		410 North Central Avenue,	Sidney	59270	(406) 294-2828
MT	7015	Hightower, Rhett D. H.		2750 Old Hardin Road, Suite K,	Billings	59101	(406) 926-6411
MT	7016	Erwin, Allan F.		4921 North Reserve Street,	Missoula	59808	(406) 813-8828
MT	7017	Erwin, Allan F.		19599 Frontage Road, Unit G & H,	Belgrade	59714	(406) 892-3034
MT	7025	Tetachuk, Darren B.		734 9th Street West, Unit 6,	Columbia Falls	59912	(406) 404-7755
MT	7026	Erwin, Allan F.		2855 N. 19th Avenue, Suite H,	Bozeman	59718	(406) 823-3030
MT	7029	Erwin, Allan F.		2410 South Park Street, Suite 102,	Livingston	59047	(406) 852-5544
MT	7065	Erwin, Allan F.		1111 S. Haynes Ave.,Suite 2	Miles City	59301	(406) 361-3030
MT	9370	McMillan, Jeremy Matthew		901 S. 1st Street,	Hamilton	59840	(252) 862-4000
NC	1706	Rea, Michael S.		132 East Main St.,	Ahoskie	27910	(919) 528-2828
NC	4449	Soignet, Michael Woodrow		2531 E. Lyon Station Rd., Suite G,	Creedmoor	27522	(919) 603-0300
NC	4451	Rea, Michael S.		306 Granville Corners,	Oxford	27565	(704) 822-2440
NC	4452	Patterson, G. Mack		553 S. Main St.,	Mt. Holly	28120	(919) 872-4000
NC	4453	Ebert, Gale W.		4412 Falls of Neuse Rd.,Suite B109	Raleigh	27609	(336) 768-4620
NC	4454	Heaney, Sean T.		4890 Country Club Rd.,	Winston-Salem	27104	(910) 424-4474
NC	4455	Qasim, S. Osman		3441 N. Main St.,	Hope Mills	28348	(910) 997-4424
NC	4456	Ridge, John E. Jr.		1205 E. Broad Ave.,	Rockingham	28379	(252) 441-1525
NC	4457	Teel, Danny Keith		Croatan Hwy 1400,	Kill Devil Hills	27948	(704) 588-4182
NC	4458	Patterson, G. Mack		9107 - A South Tryon Street,	Charlotte	28273	(336) 766-0566
NC	4459	Mehaffey, Paul G.		2448 Lewisville-Clemmons Rd.,	Clemmons	27012	(910) 458-3334
NC	4460	Taylor, Robert III		400 North Lake Park Blvd.,	Carolina Beach	28428	(919) 383-8399
NC	4461	Mitchell, Austin		1201 Cole Mill Road,	Durham	27705	(252) 746-4042
NC	4462	Suniga-Koora, Jennifer P.		4201 N. Lee Street,	Ayden	28513	(704) 982-6777
NC	4463	Qasim, S. Osman		1415 US Hwy. 52,	Albemarle	28001	(919) 783-5500
NC	4464	Patterson, G. Mack		4112 Pleasant Valley Road,Suite 120	Raleigh	27612	(252) 338-5811
NC	4465	Rea, Michael S.		107 Jordan Plaza,	Elizabeth City	27909	(704) 375-8794
NC	4468	Patterson, G. Mack		3233 The Plaza,	Charlotte	28205	(252) 756-9998
NC	4469	Lyle, Kermit Allen Jr.		2305 W. Dickinson Ave.,Unit 110	Greenville	27834	(704) 922-7665

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NC	4470	Patterson, G. Mack		3140 Dallas High Shoals Hwy,	Dallas	28034	(336) 983-0303
NC	4471	Davis, Bradley C.		614-R Main St., P.O. Box 529,	King	27021	(336) 769-4800
NC	4472	Heaney, Sean T.		5389 Gumtree Rd.,	Winston-Salem	27107	(336) 887-2200
NC	4473	Davis, Bradley C.		1677 Westchester Dr.,	Highpoint	27262	(828) 294-1050
NC	4474	Patterson, G. Mack		2652 Hwy. 127 South,	Hickory	28602	(336) 357-2222
NC	4476	Graham, Nicolas Shane		10555 NC Highway 8,	Lexington	27292	(919) 598-1111
NC	4478	Qasim, S. Osman		3001 Holloway St.,	Durham	27703	(336) 838-7777
NC	4479	Patel, Himanshu B.		100 Sixth Street,	N. Wilkesboro	28659	(704) 799-2222
NC	4480	Qasim, S. Osman		197 W. Plaza Dr.,	Mooresville	28117	(704) 732-4179
NC	4481	Patterson, G. Mack		101 Stanford Rd.,	Lincolnton	28092	(910) 395-1166
NC	4482	Taylor, Robert III		6620-A Gordon Road,	Wilmington	28411	(828) 245-3030
NC	4483	Qasim, S. Osman		372 S. Broadway,	Forest City	28043	(910) 256-4964
NC	4484	Taylor, Robert III		7224-H Wrightsville Avenue,	Wilmington	28403	(910) 395-5656
NC	4485	Taylor, Robert III		5621-F Carolina Beach Road,	Wilmington	28412	(919) 783-8803
NC	4486	Ebert, Gale W.		2603 Glenwood Ave., Suite 131	Raleigh	27608	(704) 598-2230
NC	4487	Patterson, G. Mack		Cheshire Place Shopping Center,3716 West W.T.	Charlotte	28208	(704) 392-7850
NC	4488	Patterson, G. Mack		4510 Sunset Road, Unit A,	Charlotte	28226	(704) 845-1800
NC	4490	Patterson, G. Mack		3335 Siskey Pkwy.,Suite 200	Matthews	28105	(910) 433-3030
NC	4491	Qasim, S. Osman		705 Grove St., Ste. 100,	Fayetteville	28301	(336) 818-4355
NC	4492	Patel, Himanshu B.		2937 NC Hwy 16,	Millers Creek	28651	(919) 554-1155
NC	4493	Ferone, Steven		143-B South White Street,	Wake Forest	27587	(919) 957-2929
NC	4495	Easter, Randall L.		10411 Moncreiffe Rd,Suite 101	Raleigh	27617	(919) 231-6007
NC	5500	Ebert, Gale W.		3677 New Bern Ave.,	Raleigh	27610	(919) 821-2330
NC	5501	Ebert, Gale W.		2658 S. Saunders,	Raleigh	27603	(919) 929-0246
NC	5502	Patterson, G. Mack		412 E. Main St,	Carrboro	27510	(919) 682-3030
NC	5503	Mitchell, Austin		1209 W. Main Street,	Durham	27701	(919) 847-8855
NC	5504	Ebert, Gale W.		7315 Six Forks Road,	Raleigh	27609	(919) 469-1115
NC	5505	Farrior, Mark S.		1367 S.E. Maynard Road,	Cary	27511	(919) 899-3599
NC	5506	Ebert, Gale W.		3948 Western Blvd.,	Raleigh	27606	(919) 967-0006
NC	5507	Patterson, G. Mack		1289 Fordham Blvd, Suite B,	Chapel Hill	27514	(919) 493-8484
NC	5508	Stuchiner, Tamir		3205 University Drive,	Durham	27707	(336) 229-7777
NC	5509	Stokes, Clyde Page		1837 S Church Street,	Burlington	27215	(919) 872-7222
NC	5510	Pesta, Edward Carl		4237 Louisburg. Road #103,	Raleigh	27604	(336) 229-1199

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NC	5511	Stokes, Clyde Page		2447 N. Church St., E. Village Plaza	Burlington	27217	(919) 477-1966
NC	5512	Mitchell, Austin		4502 Roxboro Rd,	Durham	27704	(910) 892-8002
NC	5513	Rhodes, Gerald B.		709 S Clinton Ave,	Dunn	28334	(252) 535-1444
NC	5514	Crum, Bart H.		200 East 10th St.,	Roanoke Rapids	27870	(910) 436-4151
NC	5515	Qasim, S. Osman		110 Spring Ave.,	Spring Lake	28390	(910) 868-9595
NC	5516	Qasim, S. Osman		596 N. Reilly Rd. #3,	Fayetteville	28303	(910) 483-8833
NC	5517	Qasim, S. Osman		2922 Bragg Blvd.,	Fayetteville	28303	(910) 424-4884
NC	5518	Qasim, S. Osman		5133 Raeford Rd. #10,	Fayetteville	28304	(910) 822-5960
NC	5519	Qasim, S. Osman		5387 Ramsey St.,	Fayetteville	28311	(910) 577-1500
NC	5521	Gage, Stanley J.		345 Western Blvd, Ste C	Jacksonville	28546-6305	(919) 984-1133
NC	5522	Rhodes, Gerald B.		1174 N Main St.,	Lillington	27546	(252) 247-0300
NC	5523	Young, Kevin Ashley		4917 Arendel St,	Morehead City	28557	(336) 342-3555
NC	5524	Tingen, Michael L.		1570 Freeway Dr.,	Reidsville	27320	(252) 447-3000
NC	5525	Gage, Stanley J.		321 W Main St,	Havelock	28532-2609	(704) 603-3225
NC	5526	Qasim, S. Osman		122 Avalon Dr,	Salisbury	28144	(910) 739-4121
NC	5527	Ridge, John E. Jr.		588- A Bailey Rd.,	Lumberton	28358	(336) 623-4040
NC	5528	Toms, Daniel J.		640 S. Van Buren St.,	Eden	27288	(252) 758-6660
NC	5530	Lyle, Kermit Allen Jr.		1201 Charles Blvd,	Greenville	27834	(252) 237-4444
NC	5531	Qasim, S. Osman		1613 Raleigh Rd.,	Wilson	27896	(919) 778-7260
NC	5532	Letts, The Estate of Carl F.		900 Sunburst Dr.,	Goldsboro	27534	(252) 977-7777
NC	5533	Crum, Bart H.		161 Falls of the Tar Ct.,	Rocky Mount	27804	(252) 752-6996
NC	5534	Lyle, Kermit Allen Jr.		3192-A E. 10th St.,	Greenville	27858	(252) 523-4422
NC	5535	Qasim, S. Osman		1201 W Vernon Ave., Ste E.,	Kinston	28501	(919) 544-1751
NC	5537	Stuchiner, Tamir		1601 Highway 54,	Durham	27713	(336) 775-1100
NC	5538	Heaney, Sean T.		12201 North NC Hwy. 150, #7,	Winston Salem	27127	(336) 659-0065
NC	5539	Heaney, Sean T.		450 Knollwood Street,	Winston-Salem	27103	(336) 759-2011
NC	5540	Davis, Bradley C.		7821 North Point Blvd.,	Winston-Salem	27106	(336) 272-6156
NC	5541	Qasim, S. Osman		820 S. Chapman Street,	Greensboro	27403	(336) 854-1591
NC	5542	Qasim, S. Osman		4604 W. Market St., Ste. A,	Greensboro	27407	(704) 573-4800
NC	5543	Patterson, G. Mack		2801 Freedom Drive,	Charlotte	28208	(336) 272-9833
NC	5544	Qasim, S. Osman		1103 E. Bessemer Ave.,	Greensboro	27405	(828) 758-7011
NC	5545	Patterson, G. Mack		360 Wilkesboro Blvd. SE,	Lenoir	28645	(336) 841-2115
NC	5546	Davis, Bradley C.		2205 Kirkwood Street #104,	High Point	27262	(336) 889-7424

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NC	5547	Davis, Bradley C.		2310 S Main St,	High Point	27263	(336) 472-6111
NC	5548	Heaney, Sean T.		120 W. Main Street., Suite A,	Thomasville	27360	(828) 264-6507
NC	5549	Patterson, G. Mack		702 Blowing Rock Rd.,Suite 3	Boone	28607	(704) 531-7713
NC	5550	Patterson, G. Mack		3205 N Sharon Amity Road,	Charlotte	28205	(704) 596-7071
NC	5551	Patterson, G. Mack		9630-F University City Blvd.,	Charlotte	28213	(704) 527-7892
NC	5552	Patterson, G. Mack		4755 South Blvd.,	Charlotte	28217	(336) 701-0077
NC	5553	Davis, Bradley C.		256 Summit Square Blvd,	Winston-Salem	27105	(704) 933-4444
NC	5556	Qasim, S. Osman		601 S. Cannon Blvd.,	Kannapolis	28083	(704) 867-5868
NC	5557	Patterson, G. Mack		1802 South New Hope Rd.,	Gastonia	28054	(704) 872-3030
NC	5558	Qasim, S. Osman		1837 E. Broad St. #A,	Statesville	28625	(704) 484-1717
NC	5559	Qasim, S. Osman		210 W. Dixon Rd.,	Shelby	28152	(828) 608-0999
NC	5560	Patterson, G. Mack		1231 Burkemont Avenue Suite H,	Morganton	28655	(984) 242-4471
NC	5561	Pesta, Edward Carl		5950 Poyner Village Pkwy,Unit 505	Raleigh	27616	(910) 466-9067
NC	5563	Rhodes, Gerald B.		145 W. Plaza Drive,Unit F	Seven Lakes	27376	(704) 289-3500
NC	5564	Patterson, G. Mack		814 N. Charlotte Ave.,	Monroe	28110	(910) 692-6662
NC	5565	Rhodes, Gerald B.		11109 US Hwy. 15 501,Suite 1	Aberdeen	28315	(828) 696-4113
NC	5566	Qasim, S. Osman		825 Spartanburg Hwy.,	Hendersonville	28792	(828) 437-9777
NC	5567	Patterson, G. Mack		1563 E. Union St.,	Morganton	28655	(828) 324-5111
NC	5568	Patterson, G. Mack		1131 2nd St. NE,	Hickory	28601	(828) 256-9811
NC	5569	Patterson, G. Mack		3204 Springs Rd. NE,	Hickory	28601	(919) 774-4448
NC	5570	Rhodes, Gerald B.		1602 S. Horner Blvd.,	Sanford	27330	(919) 934-1221
NC	5571	Rhodes, Gerald B.		825 N. Brightleaf Blvd.,	Smithfield	27577	(919) 553-3066
NC	5572	Rhodes, Gerald B.		10441 U.S. 70 Hwy. West,	Clayton	27520	(336) 597-8585
NC	5573	Rea, Michael S.		1017 Durham Rd.,	Roxboro	27573	(336) 786-1414
NC	5574	Davis, Bradley C.		1015 Rockford St., Suite 103,	Mount Airy	27030	(336) 454-6116
NC	5575	Thomas, Paul L.		114-A W. Main St.,	Jamestown	27282	(919) 828-8500
NC	5577	Ebert, Gale W.		1600 Cross Link Rd,Unit 101	Raleigh	27610	(252) 946-7778
NC	5578	Qasim, S. Osman		1304 John Small Avenue,	Washington	27889	(704) 795-5555
NC	5579	Qasim, S. Osman		600 Church St.,	Concord	28025	(910) 276-4440
NC	5580	Ridge, John E. Jr.		1712 US Highway 401 S,	Laurinburg	28352	(704) 636-1111
NC	5581	Qasim, S. Osman		1601 W. Innes Street,	Salisbury	28144	(336) 854-0044
NC	5582	Qasim, S. Osman		4411 Gate City Blvd.,	Greensboro	27407	(336) 629-2468
NC	5583	Qasim, S. Osman		124 West Ward Street,	Asheboro	27203	(704) 364-5192

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NC	5585	Patterson, G. Mack		4350 Colwick Rd,	Charlotte	28211	(910) 802-5050
NC	5586	Ridge, John E. Jr.		2739 W. 5th Street,	Lumberton	28358	(336) 996-7807
NC	5587	Tingen, Michael L.		1120 S. Main St., Suite M	Kernersville	27284	(919) 774-8001
NC	5588	Rhodes, Gerald B.		2258 Jefferson Davis Hwy.,	Sanford	27330	(910) 799-8820
NC	5589	Taylor, Robert III		4714 College Acres Dr.,	Wilmington	28403	(704) 536-6444
NC	5590	Patterson, G. Mack		7211 E. Independence Blvd., Suite J,	Charlotte	28227	(919) 779-6600
NC	5591	Ebert, Gale W.		735 Highway 70 West,	Garner	27529	(336) 370-1471
NC	5592	Qasim, S. Osman		1051 Alamance Church Rd.,	Greensboro	27406	(704) 331-9847
NC	5593	Patterson, G. Mack		1428 E. Fourth St.,	Charlotte	28204	(252) 823-5555
NC	5594	Crum, Bart H.		1004 Western Blvd.,	Tarboro	27886	(919) 494-1499
NC	5595	Easter, Randall L.		3460 US Hwy 1,	Franklinton	27525	(910) 948-2111
NC	5596	Qasim, S. Osman		13045 NC Highway 24-27, Suite B,	Eagle Springs	27242	(336) 674-0027
NC	5597	Tingen, Michael L.		5136 Randleman Rd,	Greensboro	27406	(910) 526-0030
NC	5617	Gage, Stanley J.		2543 Onslow Drive, Unit 1 and 2	Jacksonville	28540	(704) 935-2400
NC	5678	Qasim, S. Osman		2420 Supermarket Drive NE,	Kannapolis	28083	(910) 327-3272
NC	7420	Gage, Stanley J.		991 NC Highway 210,	Sneads Ferry	28460-9132	(828) 728-1828
NC	7421	Patterson, G. Mack		2020-1 Connelly Springs Rd.,	Lenoir	28645	(919) 734-4004
NC	7422	Rhodes, Gerald B.		104 Five Points Road,	Goldsboro	27530	(336) 922-7080
NC	7423	Davis, Bradley C.		4655 Yadkinville Road,	Pfafftown	27040	(704) 684-0200
NC	7424	Patterson, G. Mack		1310 Wesley Chapel Rd., Suite H,	Indian Trail	28079	(704) 588-2200
NC	7426	Patterson, G. Mack		14154 Steele Creek Road, Suite 150	Charlotte	28273	(910) 846-3344
NC	7428	Taylor, Robert III		1096-5 Sabbath Home Road,	Supply	28462	(910) 259-5252
NC	7430	Taylor, Robert III		409 Highway 117 North,	Burgaw	28425	(919) 676-6602
NC	7431	Patterson, G. Mack		13220 Strickland Rd., Suite 190,	Raleigh	27613	(336) 679-4444
NC	7432	Mehaffey, Paul G.		528-B Hawthorne Rd.,	Yadkinville	27055	(252) 728-5002
NC	7433	Young, Kevin Ashley		98 Crescent Dr,	Beaufort	28516-1535	(828) 232-1818
NC	7434	Qasim, S. Osman		1483 Patton Ave.,	Asheville	28806	(704) 992-0505
NC	7436	Patterson, G. Mack		12905 Rosedale Hill Avenue,	Huntersville	28078	(919) 207-5678
NC	7438	Rhodes, Gerald B.		107 North Honeycutt St.,	Benson	27504	(828) 586-9400
NC	7439	Qasim, S. Osman		1336 E. Main St., Suite C,	Sylva	28779	(919) 331-2444
NC	7441	Rhodes, Gerald B.		306 Fish Drive,	Angier	27501	(336) 375-0992
NC	7442	Tingen, Michael L.		2040 I Rankin Mill Road,	Greensboro	27405	(336) 861-0990
NC	7447	Tingen, Michael L.		8532 Hillsdale Road,	Trinity	27370	(336) 238-7272

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NC	7472	Graham, Nicolas Shane		114 E. Center St.,	Lexington	27292	(828) 369-1919
NC	7473	Qasim, S. Osman		417 E. Main St.,	Franklin	28734	(336) 449-5600
NC	7477	Stokes, Clyde Page		6307 Burlington Rd. Suite M,	Stoney Creek	27377	(919) 319-7000
NC	7480	Farrior, Mark S.		9825-E Chapel Hill Rd.,	Morrisville	27513	(910) 640-2211
NC	7483	Ridge, John E. Jr.		1732 S. J.K. Powell Blvd.,	Whiteville	28472	(252) 459-3388
NC	7484	Crum, Bart H.		242 N. Eastpointe Ave.,	Nashville	27856	(336) 751-3232
NC	7485	Mehaffey, Paul G.		430 Valley Rd.,	Mocksville	27028	(919) 870-1155
NC	7487	Kennedy, Philip A.		1121-104 Falls River Ave.,	Raleigh	27614	(828) 497-5500
NC	7488	Qasim, S. Osman		16 Cherokee Crossing,Suite 10	Cherokee	28719	(336) 495-3030
NC	7489	Qasim, S. Osman		1003 High Point St. #A9,	Randleman	27317	(919) 662-0303
NC	7490	Citty, Ryke G.		5576 Hwy. 42 West,	Garner	27529	(910) 484-3226
NC	8802	Qasim, S. Osman		5100 NC Highway 87 South, Suite 102,	Fayetteville	28306	(910) 602-7575
NC	8803	Taylor, Robert III		6001-3 Castle Hayne Road,	Castle Hayne	28429	(980) 890-9100
NC	8804	Patterson, G. Mack		1830 Galleria Blvd,	Charlotte	28270	(704) 380-4898
NC	8806	Qasim, S. Osman		608 Turnersburg Highway,	Statesville	28625	(828) 648-7499
NC	8807	Qasim, S. Osman		78 New Clyde Hwy.,	Canton	28716	(910) 219-4115
NC	8808	Gage, Stanley J.		100 Highway 172,	Hubert	28539-4388	(252) 514-2072
NC	8809	Gage, Stanley J.		949 US Highway 70 E,	New Bern	28560-6535	(910) 848-2007
NC	8810	Ridge, John E. Jr.		311 Harris Avenue,	Raeford	28376	(910) 875-8001
NC	8811	Ridge, John E. Jr.		7082 Fayetteville Rd,	Raeford	28376	(919) 705-2363
NC	8812	Rhodes, Gerald B.		109 Martin Rd.,	Goldsboro	27530	(252) 435-2500
NC	8813	Rea, Michael S.		558 Caratoke Hwy.,	Moyock	27958	(910) 371-3770
NC	8814	Taylor, Robert III		9413 Ploof Road, Unit A,	Leland	28451	(919) 542-1295
NC	8816	Rea, Michael S.		987-I East St.,	Pittsboro	27312	(704) 393-8887
NC	8817	Patterson, G. Mack		10210 Coulak Drive, Suite G,	Charlotte	28216	(919) 499-5557
NC	8818	Rhodes, Gerald B.		17 Amarillo Lane,	Sanford	27332	(910) 949-3300
NC	8819	Rhodes, Gerald B.		7451B NC Hwy. 22,	Carthage	28327	(919) 779-4443
NC	8820	Rhodes, Gerald B.		6213-102 Rock Quarry Road,	Raleigh	27610	(704) 788-3600
NC	8821	Patterson, G. Mack		9900 Poplar Tent Road,Suite #105	Concord	28027	(910) 353-3111
NC	8823	D'Andrea, Peter P.		2455 Tarawa Blvd.,	Tarawa Terrace	28543	(919) 453-2324
NC	8824	Ferone, Steven		6110 Rogers Road,	Rolesville	27571	(704) 542-6767
NC	8825	Patterson, G. Mack		16625 Lancaster Highway, Suite 103,	Charlotte (Audrey Kell)	28277	(252) 792-4333
NC	8826	Rea, Michael S.		139 W. Main Street,	Williamston	27982	(910) 292-0003

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NC	8829	Rhodes, Gerald B.		78 N. McKinley St.,	Coats	27521	(828) 454-9900
NC	8830	Qasim, S. Osman		337 Walnut Street,	Waynesville	28786	(252) 407-7977
NC	8836	Crum, Bart H.		3317 N. Hathaway Blvd.,	Sharpsburg	27878	(252) 438-2727
NC	8839	Rea, Michael S.		903 S. Beckford Dr.,	Henderson	27536	(828) 645-1010
NC	8840	Qasim, S. Osman		460 Weaverville Hwy.,	Asheville	28804	(919) 585-7755
NC	8841	Rhodes, Gerald B.		375 Athletic Club Blvd.,	Clayton	27527	(910) 885-9151
NC	8842	Ridge, John E. Jr.		350 S. 5th Street,	St. Pauls	28384	(919) 205-1471
NC	8843	O'Leary, John P.		12330 NC Hwy 210, Suite 104,	Benson	27504	(704) 436-1117
NC	8844	Qasim, S. Osman		7602A Hwy 73 E.,	Mount Pleasant	28124	(980) 505-7999
NC	8845	Patterson, G. Mack		4463 School House Commons,	Harrisburg	28075	(828) 469-7474
NC	8846	Patterson, G. Mack		508 10th Street NW, Unit N,	Conover	28613	(704) 665-5151
NC	8847	Patterson, G. Mack		2515 Park Rd.,	Charlotte	28203	(910) 500-8030
NC	8848	Qasim, S. Osman		803 Armistead St.,	Pope Army Air Field	28308	(919) 439-5859
NC	8849	Farrior, Mark S.		708 Slash Pine Drive,	Cary	27519	(828) 277-1010
NC	8850	Qasim, S. Osman		1863 Hendersonville Rd,Unit 112	Asheville	28803	(828) 687-1010
NC	8851	Qasim, S. Osman		5445 Asheville Highway,	Hendersonville	28791	(336) 724-1600
NC	8852	Heaney, Sean T.		630 W. Fourth St.,	Winston-Salem	27101	(828) 891-6677
NC	8853	Qasim, S. Osman		6482 Brevard Rd,	Etowah	28729	(252) 674-1555
NC	8854	Qasim, S. Osman		4000 Ward Blvd. Building L,	Wilson	27893	(919) 239-4219
NC	8855	Ebert, Gale W.		135 E Davie St.,	Raleigh	27601	(704) 734-0999
NC	8856	Patterson, G. Mack		110-7 West King Street,	Kings Mountain	28086	(336) 841-4000
NC	8857	Thomas, Paul L.		2762 HWY 68 Unit A,	High Point	27265	(704) 548-8688
NC	8858	Patterson, G. Mack		2900 Derita Road,	Concord	28207	(910) 420-2728
NC	8859	Rhodes, Gerald B.		215 Ivey Lane,	Taylortown	28374	(910) 490-9000
NC	8861	Taylor, Robert III		318 Village Road,	Leland	28451	(704) 435-9900
NC	8863	Patterson, G. Mack		709 East Church Street,	Cherryville	28021	(704) 317-7100
NC	8878	Patterson, G. Mack		974 South Point Road,Suite A	Belmont	28012	(910) 455-3252
NC	8901	Gage, Stanley J.		2222 Gum Branch Rd,Ste B	Jacksonville	28540-4573	(336) 516-9999
NC	8902	Stokes, Clyde Page		1348 Java Lane,Suite 103	Burlington	27215	(919) 467-4222
NC	8903	Farrior, Mark S.		1183 W. Chatham St.,	Cary	27511	(919) 493-4077
NC	8904	O'Brien, Michael D.		4711 Hope Valley Road, #1-B,	Durham	27707	(910) 592-4099
NC	8905	Traub, Tamra Nicole		304 Northeast Blvd.,	Clinton	28328	(336) 545-0000
NC	8906	Qasim, S. Osman		2130-B New Garden Road,	Greensboro	27410	(336) 584-3336

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NC	8907	Stokes, Clyde Page		417 W. Haggard Avenue,	Elon College	27244	(919) 387-0030
NC	8908	Patterson, G. Mack		833 Perry Rd.,	Apex	27502	(704) 897-8888
NC	8909	Patterson, G. Mack		20601 Torrence Chapel Rd., Suite 109	Cornelius	28031	(828) 287-3030
NC	8910	Qasim, S. Osman		114 S. Washington St.,	Rutherfordton	28139	(336) 621-3399
NC	8912	Qasim, S. Osman		3806-C N. Church Street,	Greensboro	27405	(336) 665-1744
NC	8913	Qasim, S. Osman		2202-B Fleming Road,	Greensboro	27410	(336) 570-2262
NC	8914	Stokes, Clyde Page		921 S. Main Street,	Graham	27253	(704) 554-5629
NC	8915	Patterson, G. Mack		8510 Park Rd.,	Charlotte	28210	(704) 543-7160
NC	8916	Patterson, G. Mack		6420 B-1 Rea Rd.,	Charlotte	28277	(704) 843-3566
NC	8917	Patterson, G. Mack		3901-G Providence Rd. S.,	Waxhaw	28173	(704) 531-0300
NC	8918	Patterson, G. Mack		9020-A2 Albemarle Rd.,	Charlotte	28227	(910) 755-3386
NC	8919	Ridge, John E. Jr.		5051 Main Street #2,	Shallotte	28470	(919) 932-9500
NC	8920	Patterson, G. Mack		110 Banks Dr.,	Chapel Hill	27514	(252) 649-0000
NC	8921	Gage, Stanley J.		3551 Martin Luther King Jr. Blvd.,	New Bern	28562	(910) 346-7771
NC	8924	Gage, Stanley J.		1135 Old Maplehurst Rd.,	Jacksonville	28540-3177	(919) 303-0800
NC	8925	Patterson, G. Mack		1284 W. Williams Street, Suite #201	Apex	27502	(910) 451-3888
NC	8926	D'Andrea, Peter P.		1515 Holcomb Blvd.,	Camp Lejeune	28547	(910) 968-3030
NC	8929	Gage, Stanley J.		3311 Richlands Highway,	Jacksonville	28540	(919) 732-3001
NC	8930	Patterson, G. Mack		112 John Earl St.,	Hillsborough	27278	(910) 270-2222
NC	8931	Brannan, Craig W.		15489 US Highway 17 North,	Hempstead	28443	(704) 864-4475
NC	8934	Patterson, G. Mack		3876 Kings Mountain Highway,	Gastonia	28052	(919) 365-9192
NC	8935	Patterson, G. Mack		2819 Wendell Blvd.,	Wendell	27591	(919) 563-5999
NC	8936	Stokes, Clyde Page		1246 S. 5Th Street,	Mebane	27302	(919) 968-3334
NC	8937	Rea, Michael S.		11312 Hwy. 15-501 N., Suite 100	Chapel Hill	27517	(919) 266-6667
NC	8938	Patterson, G. Mack		2001 Widewaters Parkway Suite R,	Knightdale	27545	(919) 557-5551
NC	8940	Farrior, Mark S.		1368 N. Main St., Sunset Plaza,	Fuquay-Varina	27526	(910) 328-8888
NC	8941	Taylor, Robert III		204-B North New River Drive,	Surf City	28445	(910) 452-5363
NC	8943	Taylor, Robert III		3604 South College Road, Unit A,	Wilmington	28412	(910) 686-9889
NC	8944	Taylor, Robert III		7208 Market Street,	Wilmington	28411	(910) 278-9111
NC	8945	Taylor, Robert III		8610 East Oak Island Drive,	Oak Island	28465	(828) 313-0555
NC	8946	Patterson, G. Mack		530 Dudley Shoals Rd.,	Granite Falls	28630	(919) 497-0400
NC	8947	Crum, Bart H.		8551 NC Hwy. 56 West,	Louisburg	27549	(336) 591-3120
NC	8948	Davis, Bradley C.		802 South Main Street, #101	Walnut Cove	27052	(828) 635-6868

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NC	8949	Patel, Himanshu B.		821 W. Main Ave.,	Taylorsville	28681	(910) 575-3800
NC	8950	Taylor, Robert III		6278 Beach Drive SW, Suite 112,	Ocean Isle	28469	(919) 742-1100
NC	8951	Qasim, S. Osman		1418 East 11 Street,	Siler City	27344	(910) 868-8111
NC	8952	Qasim, S. Osman		8130 Cliffdale Road,	Fayetteville	28314	(252) 223-2020
NC	8953	Gage, Stanley J.		7075 US Highway 70 E,	Newport	28570	(252) 393-6800
NC	8954	Gage, Stanley J.		604 Cedar Point Blvd,Unit F	Cedar Point	28584-8079	(910) 457-0083
NC	8955	Taylor, Robert III		1671 N. Howe St.,Suite 1B	Southport	28461	(336) 526-5525
NC	8956	Mehaffey, Paul G.		835 N. Bridge St.,	Elkin	28621	(336) 548-2080
NC	8957	Tingen, Michael L.		131 Commerce Ln.,	Mayodan	27027	(919) 661-2612
NC	8958	Patterson, G. Mack		7981 Fayetteville Rd., Suite 7,	Raleigh	27603	(910) 324-2722
NC	8959	Gage, Stanley J.		8106 Richlands Hwy,	Richlands	28574-7382	(336) 595-1155
NC	8960	Davis, Bradley C.		2400 Ayers Blvd.,	Walkertown	27051	(910) 436-3031
NC	8961	Rhodes, Gerald B.		2800 Nc Highway 24-87,	Cameron	28326	(336) 824-2121
NC	8962	Qasim, S. Osman		6926 Jordan Rd.,	Ramseur	27316	(704) 857-8888
NC	8963	Qasim, S. Osman		623 Highway 29 North,	China Grove	28023	(910) 858-8000
NC	8965	Taylor, Robert III		3228-B N. College Rd.,	Wilmington	28405	(910) 285-9996
NC	8966	Taylor, Robert III		5680 South N.C. Hwy. 41, Space No. 1,	Wallace	28466	(704) 882-5100
NC	8968	Patterson, G. Mack		7900-K Stevens Mill Rd,	Matthews	28105	(910) 428-1211
NC	8970	Qasim, S. Osman		327 W. Main St.,	Biscoe	27209	(704) 489-8686
NC	8972	Patel, Himanshu B.		Rockefeller Centre #1,2310 Hwy 16 North	Denver	28037	(919) 635-2181
NC	8973	Rhodes, Gerald B.		1124 N. Breazeale Avenue,	Mount Olive	28365	(828) 397-6790
NC	8975	Patterson, G. Mack		2935 US Hwy. 70,	Connelly Springs	28612	(704) 209-3333
NC	8977	Qasim, S. Osman		609 W. Main Street,	Rockwell	28138	(919) 567-2330
NC	8978	Patterson, G. Mack		2110 Crossway Lane,	Holly Springs	27540	(919) 235-0808
NC	8980	Farrior, Mark S.		2881 Jones Franklin Rd.,	Raleigh	27606	(336) 998-2000
NC	8982	Mehaffey, Paul G.		250 NC Hwy 801 N.,	Advance	27006	(910) 251-1111
NC	8983	Taylor, Robert III		1600 Market Street,	Wilmington	28401	(336) 644-0665
NC	8984	Tingen, Michael L.		8001-E Marketplace Dr.,	Oak Ridge	27310	(828) 464-4445
NC	8986	Patterson, G. Mack		2392 NC Hwy 10 West,	Newton	28658	(910) 521-2223
NC	8987	Ridge, John E. Jr.		412 B W. 3rd Street,	Pembroke	28372	(828) 298-2700
NC	8988	Qasim, S. Osman		1269 Tunnel Rd.,	Asheville	28715	(910) 332-1234
NC	8989	Taylor, Robert III		2416 Carolina Beach Road, Unit 5,	Wilmington	28401	(910) 496-0772
NC	8991	Rhodes, Gerald B.		3254 Ray Road,	Spring Lake	28390	(704) 888-1313

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NC	8992	Qasim, S. Osman		1050 W. Main Street, A,	Locust	28097	(704) 528-1500
NC	8993	Qasim, S. Osman		265-D North Main St.,	Troutman	28166	(336) 731-8888
NC	8994	Graham, Nicolas Shane		6479 Old US Hwy 52,	Lexington	27295	(910) 872-0907
NC	8995	Taylor, Robert III		1008 West Broad Street,	Elizabethtown	28337	(336) 643-6002
NC	8996	Tingen, Michael L.		998 NC 150 West,	Summerfield	27358	(910) 436-2244
NC	9861	Qasim, S. Osman		1017 Canopy Lane, South Post Food Ct.,	Fort Bragg	28310	(701) 746-6437
ND	1851	Graves, Susan L.		2705 S. Washington St.,	Grand Forks	58201	(701) 594-4467
ND	1852	Graves, Susan L.		400 A Ave.,	Emerado	58228	(701) 642-2212
ND	1853	Graves, Susan L.		102 4th St. S.,	Wahpeton	58075	(701) 572-8888
ND	1854	Erwin, Allan F.		521 Main Street,	Williston	58801	(701) 293-9390
ND	1859	Graves, Susan L.		1531C University Drive,	Fargo	58103	(701) 232-1255
ND	1860	Graves, Susan L.		1109 19th Ave. N.,	Fargo	58102	(701) 232-5333
ND	1861	Graves, Susan L.		1700 32nd Avenue South,	Fargo	58103	(701) 282-8055
ND	1862	Graves, Susan L.		1380 9th Street E.,	West Fargo	58078	(701) 252-8888
ND	1865	Jensen, Frank E.		706 1st Ave. S.,	Jamestown	58401	(701) 663-6988
ND	1871	Scott, Michael F.		1100 E. Main,	Mandan	58554	(701) 258-4030
ND	1872	Scott, Michael F.		119 E Century Ave,	Bismarck	58503	(701) 222-3100
ND	1873	Scott, Michael F.		1031 South Washington,	Bismarck	58501	(701) 929-6296
ND	1875	Graves, Susan L.		3955 56th Street South, Suite A,	Fargo	58104	(701) 483-7712
ND	1876	Erwin, Allan F.		237 14th St. W.,	Dickinson	58601	(701) 838-8383
ND	1882	Huber, Rick A.		1524 S. Broadway,	Minot	58701	(701) 225-7100
ND	1883	Erwin, Allan F.		401 West Villard, Suite #101 & #102,	Dickinson	58601	(402) 817-3988
NE	6101	Peterson, Wayne A.		1230 P Street,	Lincoln	68508	(402) 434-2377
NE	6102	Peterson, Wayne A.		2401 N. 48th St.,	Lincoln	68504	(531) 289-7700
NE	6103	Peterson, Wayne A.		6125 Apples Way,Suite 201	Lincoln	68516	(402) 434-2380
NE	6104	Peterson, Lance Russell		1055 Saunders,	Lincoln	68521	(402) 434-2388
NE	6105	Peterson, Wayne A.		2815 South 18th Street,	Lincoln	68502	(402) 292-4700
NE	6110	Cutchall, Gregory S.		2015 Pratt Ave. Ste. 113,	Bellevue	68123	(402) 898-9393
NE	6111	Cutchall, Gregory S.		7120 Military Ave.,	Omaha	68104	(402) 614-7990
NE	6112	Cutchall, Gregory S.		721 South 72nd Street, Suite #105,	Omaha	68114	(531) 213-2316
NE	6119	Cutchall, Gregory S.		7419 North 30th Street,	Omaha	68112	(402) 345-3030
NE	6121	Cutchall, Gregory S.		2728 St. Mary's Avenue,	Omaha	68105	(402) 895-8833
NE	6122	Cutchall, Gregory S.		4122 S. 144th St.,	Omaha	68137	(531) 466-2630

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NE	6123	Cutchall, Gregory S.		920 N. 204th Avenue, Suite 110	Elkhorn	68022	(402) 502-4302
NE	6124	Cutchall, Gregory S.		7051 S. 181st Street, Suite 101,	Omaha	68136	(402) 496-3330
NE	6125	Cutchall, Gregory S.		3818 N. 156th Street,	Omaha	68116	(402) 721-1444
NE	6126	Cutchall, Gregory S.		2155 E. 23rd St.,	Fremont	68025	(402) 933-2100
NE	6127	Cutchall, Gregory S.		3439 L Street,	Omaha	68107	(402) 562-5656
NE	6128	Herpy, Keith		2409 23rd Street,	Columbus	68601	(402) 371-0107
NE	6130	Herpy, Keith		904 Riverside Blvd., Unit A,	Norfolk	68701	(402) 902-4646
NE	6131	Ramold, Robert C.		618 South Burlington Avenue,	Hastings	68901	(308) 534-0400
NE	6132	Ramold, Robert C.		1815-1/2 W. A St.,	North Platte	69101	(308) 747-2203
NE	6140	Hackett, Michael D.		1519 West 6th St.,	Chadron	69937	(308) 234-6544
NE	6150	Ramold, Robert C.		3702 2nd Avenue,	Kearney	68847	(308) 635-0330
NE	6155	Hackett, Michael D.		1015 W. 27th St.,	Scottsbluff	69361	(402) 933-0037
NE	6160	Cutchall, Gregory S.		1449 Papillion Dr.,	Papillion	68046	(308) 389-3030
NE	6161	Ramold, Robert C.		624 N. Webb,	Grand Island	68801	(308) 633-0003
NE	6198	Hackett, Michael D.		2915 N. 10th St.,	Gering	69341	(402) 884-9120
NE	6612	Cutchall, Gregory S.		9631 Giles Road,	La Vista	68128	(402) 905-0265
NE	6698	Cutchall, Gregory S.		323 N. 114th Street,	Omaha	68154	(603) 647-4300
NH	3200	Rivard, Robert P.		60 Beech St.,	Manchester	03103	(603) 431-7881
NH	3201	Jenks / Benvenuti, David / Dominic		599 Lafayette Road,	Portsmouth	03801	(603) 228-4222
NH	3202	Yeames, Richard C.		202 N. Main St.,	Concord	03301	(603) 542-3333
NH	3203	Bell, Keith		216 Washington St.,	Claremont	03743	(603) 668-4701
NH	3204	Rivard, Robert P.		212 Lowell Street,	Manchester	03103	(603) 357-5534
NH	3205	Zonfrilli, Joseph V.		149 Main Street,	Keene	03431	(603) 668-2252
NH	3206	Rivard, Robert P.		150 Armory Street,	W. Manchester	03102	(603) 889-8885
NH	3207	Jenks / Benvenuti, David / Dominic		99 Northeastern Blvd.,	Nashua	03062	(603) 893-7100
NH	3208	Rivard, Robert P.		254 North Broadway, Suite 105	Salem	03079	(603) 886-0202
NH	3209	Jenks / Benvenuti, David / Dominic		270 Amherst St.,	Nashua	03060	(603) 868-6230
NH	3210	Jenks / Benvenuti, David / Dominic		7 Mill Road #G, Durham Shopping Center Plaza	Durham	03824	(603) 742-8411
NH	3215	Jenks / Benvenuti, David / Dominic		250 Central Ave.,	Dover	03820	(603) 673-2700
NH	3216	Jenks / Benvenuti, David / Dominic		556 Nashua St.,	Milford	03055	(603) 335-5663
NH	3219	Jenks / Benvenuti, David / Dominic		300 North Main St.,	Rochester	03867	(603) 528-4820
NH	3220	Papajohn-Moskowitz, Audrey		580 Union ve.,	Laconia	03246	(603) 319-1999
NH	3221	Jenks / Benvenuti, David / Dominic		16 Chase Street,	Hudson	03051	(603) 298-5222

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NH	3222	Bell, Keith		89 Main St.,	West Lebanon	03784	(603) 228-4221
NH	3223	Yeames, Richard C.		212 Fisherville Rd.,	Concord	03303	(603) 929-0030
NH	3225	Jenks / Benvenuti, David / Dominic		725 Lafayette Rd.,	Hampton	03842	(603) 778-7800
NH	3226	Moskowitz, Kirsten D.		72 Portsmouth Avenue #120,	Stratham	03885	(603) 424-0080
NH	3230	Rivard, Robert P.		458 Daniel Webster Hwy. Unit 7,	Merrimack	03054	(603) 821-4999
NH	3234	Jenks / Benvenuti, David / Dominic		900 Central Street,	Franklin	03235	(603) 432-6605
NH	3235	Rivard, Robert P.		61 Crystal Avenue,	Derry	03038	(603) 643-3344
NH	3241	Bell, Keith		73 South Main Street,	Hanover	03755	(603) 434-3600
NH	3244	Rivard, Robert P.		103 Nashua Road,	Londonderry	03053	(603) 752-2255
NH	3249	Bell, Keith		13 Pleasant St.,Suite 2	Berlin	03570	(603) 610-4455
NH	3276	Bell, Keith		683- 1 Meadow Street,	Littleton	03561	(603) 452-7223
NH	3285	Bell, Keith		1976 White Mountain Hwy,Suite 110A	North Conway	03860	(603) 899-7477
NH	3287	Bell, Keith		1448 Route 119,	Rindge	03461	(201) 858-3030
NJ	3358	Lazauskas, Frank J.		578 Avenue C,	Bayonne	07002	(609) 757-1000
NJ	3359	Joarder, Mohammed Shamsuzzaman		6002 Main Street,	Mays Landing	08330	(201) 574-7000
NJ	3375	Tanoli, Rashid		648 Godwin Ave.,Units 16 & 18	Midland Park	07432	(973) 475-8700
NJ	3378	Khan, Mohammad S.		683 Mt. Prospect Avenue,	Newark	07104	(201) 333-3322
NJ	3379	Khan, Mohammad S.		293 1st St,	Jersey City	07302	(201) 536-3030
NJ	3384	Lazauskas, Frank J.		741A Communipaw Avenue,	Jersey City	07304	(862) 234-2323
NJ	3386	Khan, Mohammad S.		933 Main Ave.,	Passaic	07055	(609) 897-0888
NJ	3387	Khan, Muhammad Ratib		33 Princeton Highstown Road,	Princeton Junction	08550	(908) 755-5757
NJ	3392	Sheikh, Aziz A.		50 Mt. Bethel Rd.,	Warren	07059	(732) 657-7500
NJ	3393	Talwar, Subhash C.		506 Route 70,	Lakehurst	08733	(732) 613-4200
NJ	3394	Zaidi, Syed S.		102 Main St.,	Sayreville	08872	(973) 521-5547
NJ	3395	Martinez, Wellington		479 Pompton Avenue,	Cedar Grove	07009	(908) 889-1818
NJ	3652	Yaqoob, Waqas		219 South Ave. W.,	Westfield	07090	(856) 224-8700
NJ	3900	Joarder, Mohammed Shamsuzzaman		401 Harmony Rd. #23,	Gibbstown	08027	(908) 898-0009
NJ	3909	Patel, Nehal M.		629 Springfield Ave.,	Berkeley Heights	07922	(973) 823-9111
NJ	3916	Ansari, Massoud		99 Route 23 South,	Hamburg	07419	(856) 225-0400
NJ	3917	Joarder, Mohammed Shamsuzzaman		446 S. Broadway,	Camden	08103	(609) 296-2900
NJ	3918	Joarder, Mohammed Shamsuzzaman		942 Radio Rd., Unit 7,	Little Egg Harbor	08087	(201) 721-6338
NJ	3925	Khan, Shafiq A.		631 Newark Ave.,	Jersey City	07306-2303	(973) 427-0039
NJ	3932	Martinez, Wellington		527 High Mountain Road,	N. Haledon	07508	(609) 978-1333

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NJ	3940	Parmer, Jason M.		21 S. Main St.,	Barnegat	08005	(973) 579-3373
NJ	3941	Ansari, Massoud		244 Newton Sparta Rd.,	Newton	07860	(609) 465-9090
NJ	3942	Joarder, Mohammed Shamsuzzaman		1027 Route 9 South,	Cape May Courthouse	08210	(856) 768-5522
NJ	3943	Joarder, Mohammed Shamsuzzaman		440 White Horse Pike,	Atco	08004	(201) 933-7900
NJ	3944	Khan, Mohammad S.		333 Union Ave.,	Rutherford	07070	(973) 428-9400
NJ	3948	Khan, Mohammad S.		325 Route 10,	East Hanover	07936	(732) 776-8887
NJ	3955	Khan, Mohammad S.		116 3rd Avenue.,	Neptune	07753	(201) 945-3700
NJ	3956	Khan, Mohammad S.		352 Anderson Ave,	Cliffside Park	07010-1542	(856) 728-5533
NJ	3957	Joarder, Mohammed Shamsuzzaman		Williamstown Plaza,127 Black Horse Pike	Williamstown	08094	(973) 667-2222
NJ	3958	Khokhar, Mohammad I.		10 Franklin Ave.,	Nutley	07110	(201) 587-9111
NJ	3959	Khan, Mohammad S.		13 Overlook Ave,	Rochelle Park	07662-3211	(973) 694-0042
NJ	3960	Martinez, Wellington		1109 Route 23,	Wayne	07470	(973) 926-6000
NJ	3961	Khan, Mohammad S.		1003 Bergen Street,	Newark	07112	(973) 345-3030
NJ	3963	Lazauskas, Frank J.		7-11 Smith Street,	Paterson	07505	(609) 443-0888
NJ	3965	Joarder, Mohammed Shamsuzzaman		104-B Hickory Corner Road,	East Windsor	08520	(609) 281-8000
NJ	3967	Mechael, Sameh M.		25 Route 31,Suite 19	Pennington	08534	(732) 901-7300
NJ	3968	Joarder, Mohammed Shamsuzzaman		Roseland Shopping Center,4319 Route 9 South	Howell	07731	(973) 492-9300
NJ	3969	Martinez, Wellington		1360 State Route 23,	Butler	07405	(732) 238-6500
NJ	3970	Vahidi, Hadi		340 Ryders Lane,	Milltown	08850	(609) 208-0600
NJ	3971	Mechael, Sameh M.		957 Highway 33,Suite 7	Hamilton	08690	(201) 934-1234
NJ	3972	Tanoli, Rashid		98 E Main St,	Ramsey	07446-1925	(732) 972-3737
NJ	3973	Kamalinejad, Aydin		415 Route 9 South,	Englishtown	07726	(732) 872-2800
NJ	3974	Khan, Mohammad S.		183 1st. Ave.,Unit-A	Atlantic Highlands	07716	(973) 691-8900
NJ	3975	Zaidi, Syed Akhtar		141 US Highway 46,	Budd Lake	07828	(973) 344-3033
NJ	3976	Joarder, Mohammed Shamsuzzaman		51 Niagra Street,	Newark	07105	(201) 784-1111
NJ	3979	Ansari, Massoud		538 Livingston Street,	Norwood	07648	(973) 268-2700
NJ	3980	Khan, Mohammad S.		447 Central Ave.,	Newark	07103	(908) 813-3030
NJ	3981	Ansari, Massoud		127 Main Street,	Hackettstown	07840	(908) 788-8008
NJ	3982	Patel, Shobhana D.		245 Rt. 31-202,	Flemington	08822	(732) 548-3939
NJ	3984	Ansari, Massoud		135 State Route 27,	Edison	08820	(973) 778-4600
NJ	3985	Khan, Mohammad S.		504 Van Houten Ave.,	Passaic	07055	(973) 325-2020
NJ	3986	Khan, Mohammad S.		335 Valley Rd.,	West Orange	07052	(201) 319-9000
NJ	3987	Khan, Shafiq A.		524 31st St,	Union City	07087	(973) 252-1333

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NJ	3988	Ansari, Massoud		1009 US Highway 46,	Ledgewood	07852	(201) 997-8400
NJ	3989	Joarder, Mohammed Shamsuzzaman		188 Kearny Avenue,	Kearny	07032-2438	(908) 638-8400
NJ	3990	Ansari, Massoud		2002 State Route 31,	Clinton	08809	(908) 689-2200
NJ	3991	Khan, Mohammad S.		16 West Washington Avenue,	Washington	07882	(609) 688-6870
NJ	3992	Khan, Muhammad Ratib		61 State Road,	Princeton	08540	(732) 780-9999
NJ	3995	Talwar, Subhash C.		133 Route 33,	Manalapan	07726	(973) 751-2222
NJ	3999	Beniamien, Malak S.		528 Washington Ave.,	Belleville	07109	(201) 714-9600
NJ	4500	Khan, Shafiq A.		3682 John F. Kennedy Blvd.,	Jersey City	07307	(908) 266-6100
NJ	4501	Khan, Mohammad S.		1600 East St. Georges Ave.,	Linden	07036	(609) 832-3333
NJ	4502	Joarder, Mohammed Shamsuzzaman		650 Route 206,	Bordentown Township	08505	(973) 228-6600
NJ	4504	Martinez, Wellington		399 Bloomfield Avenue,	Caldwell	07006	(609) 646-8222
NJ	4505	Joarder, Mohammed Shamsuzzaman		6814 Tilton Road,	Egg Harbor Twp. (Northfield)	08234	(609) 567-5111
NJ	4506	Joarder, Mohammed Shamsuzzaman		109 Bellevue Ave.,	Hammonton	08037	(856) 754-4000
NJ	4507	Joarder, Mohammed Shamsuzzaman		603 Browning Lane,	Brooklawn	08030	(609) 451-8888
NJ	4508	Joarder, Mohammed Shamsuzzaman		510 Stokes Road, Suite A	Medford	08055	(973) 378-7900
NJ	4509	Jahangir, Waheed		59 Academy St.,	South Orange	07079	(856) 854-5600
NJ	4510	Joarder, Mohammed Shamsuzzaman		149 Haddon Ave,	Westmont	08108	(856) 786-0100
NJ	4511	Witting, Christopher W.		1821 Cinnaminson Avenue,	Cinnaminson	08077	(856) 327-4900
NJ	4512	Joarder, Mohammed Shamsuzzaman		1101 N. 2nd St., Suite 1,	Millville	08332	(609) 788-3888
NJ	4513	Joarder, Mohammed Shamsuzzaman		862 Asbury Avenue,	Ocean City	08226	(973) 520-7700
NJ	4514	Khan, Mohammad S.		467 Springfield Avenue,	Newark	07103	(856) 881-8100
NJ	4515	Joarder, Mohammed Shamsuzzaman		231 Rowan Blvd.,	Glassboro	08028	(856) 794-3030
NJ	4516	Joarder, Mohammed Shamsuzzaman		510 East Landis Avenue,	Vineland	08360	(973) 399-7500
NJ	4517	Khan, Mohammad S.		1044 Clinton Ave.,	Irvington	07111	(973) 684-1755
NJ	4518	Martinez, Wellington		500 McBride Avenue,	Woodland	07424	(856) 455-6800
NJ	4519	Joarder, Mohammed Shamsuzzaman		39 North Laurel St.,	Bridgeton	08302	(609) 723-5400
NJ	4520	Joarder, Mohammed Shamsuzzaman		9 Cookstown Road,	Cookstown	08511	(908) 355-3996
NJ	4521	Khan, Mohammad S.		1090 Elizabeth Ave,	Elizabeth	07201-2557	(856) 482-6610
NJ	4522	Witting, Christopher W.		911 Church Road,	Cherry Hill	08002	(856) 627-3030
NJ	4523	McLaughlin, Brad A.		1 Berlin Rd,	Clementon	08021-4501	(609) 871-8800
NJ	4525	Joarder, Mohammed Shamsuzzaman		75 Sunset Rd.,	Willingboro	08046	(856) 866-1500
NJ	4526	Joarder, Mohammed Shamsuzzaman		290 S Lenola Rd,	Maple Shade	08052-1501	(856) 931-4100
NJ	4527	Joarder, Mohammed Shamsuzzaman		42 E. Browning Rd.,	Bellmawr	08031	(856) 428-3900

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NJ	4528	Joarder, Mohammed Shamsuzzaman		341 S. Burnt Mill Rd.,	Voorhees	08043	(609) 895-1555
NJ	4530	Khan, Muhammad Ratib		2901 Brunswick Pike,	Lawrenceville	08648	(609) 883-1000
NJ	4531	Joarder, Mohammed Shamsuzzaman		954 Parkway Ave.,	Ewing	08618	(856) 845-6444
NJ	4532	Joarder, Mohammed Shamsuzzaman		536 Mantua Pike,	Woodbury	08096	(856) 663-2522
NJ	4534	Joarder, Mohammed Shamsuzzaman		4903 Westfield Ave,	Pennsauken	08110-2951	(856) 596-5900
NJ	4535	Joarder, Mohammed Shamsuzzaman		27 N. Maple Ave., Suite 5,	Marlton	08053	(908) 454-1022
NJ	4536	Khan, Mohammad S.		454 Route 519,	Phillipsburg	08886	(201) 944-9199
NJ	4537	Khan, Mohammad S.		440 Broad Avenue,	Leonia	07605	(201) 487-6262
NJ	4538	Khan, Mohammad S.		337 Main St,	Hackensack	07601-5804	(201) 371-1000
NJ	4539	Khan, Shafiq A.		200 Mill Creek Drive,	Secaucus	07094	(732) 389-2300
NJ	4540	Khan, Mohammad S.		115 Highway 35,	Eatontown	07724	(973) 835-0333
NJ	4541	Martinez, Wellington		96 Wanaque Avenue,	Pompton Lakes	07442	(732) 750-3730
NJ	4542	Ansari, Massoud		448 Rahway Avenue,	Woodbridge	07095	(973) 370-3030
NJ	4543	Lazauskas, Frank J.		317 21st Ave.,	Paterson	07501	(732) 530-8300
NJ	4544	Khan, Mohammad S.		60 English Plaza,	Red Bank	07701	(732) 577-9400
NJ	4545	Talwar, Subhash C.		540 Park Avenue,	Freehold	07728	(201) 804-8181
NJ	4546	Khan, Mohammad S.		284 Valley Blvd.,	Woodridge	07057	(732) 495-5200
NJ	4547	Cecere, Robert A.		319 Main St. Unit A-2,	Keansburg	07734	(201) 656-3030
NJ	4550	Lazauskas, Frank J.		462 Newark Street,	Hoboken	07030	(732) 563-0330
NJ	4551	Ansari, Massoud		60 Main Street #C,	South Boundbrook	08880	(201) 664-9494
NJ	4552	Ansari, Massoud		100 Kinderkamack Rd.,	Westwood	07675	(201) 339-3030
NJ	4554	Lazauskas, Frank J.		1051 Broadway,	Bayonne	07002	(856) 895-9999
NJ	4556	Joarder, Mohammed Shamsuzzaman		182 North Broadway,	Pennsville	08070	(732) 888-1100
NJ	4558	Cecere, Robert A.		366 Broad Street,	Keyport	07735	(732) 441-4445
NJ	4559	Cecere, Robert A.		1070 Rt. 34,	Matawan	07747	(856) 939-6555
NJ	4561	Joarder, Mohammed Shamsuzzaman		1216 Blackhorse Pike,	Glendora	08029	(856) 232-3333
NJ	4562	Joarder, Mohammed Shamsuzzaman		5051 Route 42,	Turnersville	08012	(609) 387-8400
NJ	4564	Joarder, Mohammed Shamsuzzaman		680 High St.,	Burlington	08016	(201) 387-8000
NJ	4565	Ansari, Massoud		13 Washington Ave.,	Dumont	07628	(201) 796-1111
NJ	4566	Ansari, Massoud		26-15 Broadway,	Fair Lawn	07410	(732) 206-0002
NJ	4567	Joarder, Mohammed Shamsuzzaman		3000 Yorktowne Blvd.,	Brick	08723	(732) 929-1818
NJ	4569	Joarder, Mohammed Shamsuzzaman		1501 Highway 37 East,	Toms River	08753	(732) 361-1649
NJ	4570	Khan, Mohammad S.		4060 Asbury Ave.,	Tinton Falls	07753	(973) 402-0313

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NJ	4571	Khan, Mohammad S.		199 Littleton Rd,	Parsippany	07054-1873	(201) 662-0600
NJ	4572	Khan, Mohammad S.		7618 Bergenline Ave,	North Bergen	07047-4958	(973) 593-0070
NJ	4573	Jahangir, Waheed		8 Park Avenue,	Madison	07940	(201) 293-8990
NJ	4574	Khan, Mohammad S.		172 Main Street,	Ridgefield Park	07660	(973) 783-3333
NJ	4576	Khokhar, Mohammad I.		59 Glenridge Ave,	Montclair	07042	(973) 482-7100
NJ	4577	Khan, Mohammad S.		551 Bloomfield Ave.,	Newark	07107	(732) 574-2525
NJ	4580	Zaidi, Syed S.		1725 St. Georges Ave.,	Rahway	07065	(908) 424-1444
NJ	4581	Khan, Mohammad S.		503 Richmond Ave,	Plainfield	07060	(908) 272-4000
NJ	4582	Patel, Dilaver I.		101 North Ave.,	Cranford	07016	(908) 354-4322
NJ	4583	Khan, Mohammad S.		609 Westfield Ave,	Elizabeth	07208-1325	(732) 746-5555
NJ	4584	Joarder, Mohammed Shamsuzzaman		9-15 Lanes Mill Rd., Unit #3,	Brick	08724	(908) 851-2280
NJ	4585	Zaidi, Syed S.		1901-B Morris Avenue,	Union	07083	(908) 298-0200
NJ	4586	Khan, Mohammad S.		115 Saint George Ave,	Roselle	07203-2917	(908) 964-3733
NJ	4587	Zaidi, Syed Akhtar		1190 Liberty Avenue,	Hillside	07205	(908) 273-9550
NJ	4588	Jahangir, Waheed		41 Park Ave.,	Summit	07901	(973) 912-9030
NJ	4589	Ansari, Massoud		230 Morris Avenue,	Springfield	07081	(609) 846-1000
NJ	4590	Williams, Joseph A.		4800 New Jersey Ave.,	Wildwood	08260	(609) 886-5800
NJ	4591	Jonas, Robert		2200A Bayshore Rd.,	Villas	08251	(973) 984-2900
NJ	4593	Jahangir, Waheed		147 Speedwell Ave.,	Morristown	07960-3851	(908) 280-8200
NJ	4594	Sheikh, Aziz A.		534 Lyons Road,	Liberty Corner	07938	(732) 899-2400
NJ	4595	Joarder, Mohammed Shamsuzzaman		2600 Bridge Avenue,	Pt. Pleasant	08742	(201) 354-1010
NJ	4596	Ansari, Massoud		430 Market Street, Unit 12,	Elmwood Park	07407	(201) 439-8383
NJ	4597	Khan, Mohammad S.		89 West Palisades Avenue,	Englewood	07631	(732) 528-7600
NJ	4950	Khan, Mohammad S.		109 Taylor Avenue,	Manasquan	08736	(732) 940-6633
NJ	4953	Ansari, Massoud		3201 State Route 27,	Franklin Park	08823	(973) 957-2000
NJ	4955	Castellano, Vincent M.		350 Rt. 46,101	Rockaway	07866	(732) 442-4433
NJ	4956	Zaidi, Syed S.		576 New Brunswick Ave.,	Perth Amboy	08861	(609) 265-1300
NJ	4958	Joarder, Mohammed Shamsuzzaman		1636 Rt. 38 E.,	Lumberton (Mt. Holly)	08048	(609) 392-3200
NJ	4959	Joarder, Mohammed Shamsuzzaman		807 South Olden Avenue,	Hamilton	08610	(908) 874-3035
NJ	4962	Ansari, Massoud		430 US Highway 206,	Hillsborough	08844	(908) 322-4311
NJ	4963	Khan, Mohammad S.		1734 E. 2nd Street,	Scotch Plains	07076	(973) 299-6555
NJ	4964	Rivas, Noel		931 Main Street,	Boonton	07005	(732) 521-4800
NJ	4965	Vahidi, Hadi		55 East Railroad Avenue,	Jamesburg	08831	(609) 347-0303

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NJ	4966	Joarder, Mohammed Shamsuzzaman		2601 Atlantic Ave.,	Atlantic City	08401	(908) 526-3333
NJ	4968	Ansari, Massoud		7 US Highway 206,	Raritan	08869	(973) 328-3233
NJ	4972	Castellano, Vincent M.		28 W. Blackwell Street,	Dover	07801	(732) 249-0030
NJ	4973	Vahidi, Hadi		570 Georges Rd. Unit #1,	North Brunswick	08902	(732) 571-3733
NJ	4974	Khan, Mohammad S.		78 Montgomery Avenue,	Long Branch	07740	(732) 679-4343
NJ	4977	Talwar, Subhash C.		2585 Route 516,	Old Bridge	08857	(732) 269-7800
NJ	4983	Joarder, Mohammed Shamsuzzaman		699 Route 9,	Bayville	08721	(609) 646-8808
NJ	4984	Joarder, Mohammed Shamsuzzaman		782 Whitehorse Pike,	Absecon	08201	(732) 251-5000
NJ	4985	Ansari, Massoud		529 Main Street,	Spotswood	08884	(609) 893-1600
NJ	4986	Joarder, Mohammed Shamsuzzaman		100 Lakehurst Avenue,	Browns Mills	08015	(973) 676-4000
NJ	4988	Khan, Mohammad S.		443 Main St.,	East Orange	07018	(732) 572-1441
NJ	4989	Khan, Mohammad S.		2058 State Route 27,#6c	Edison	08817-3330	(908) 756-3336
NJ	4991	Khan, Mohammad S.		110 Maple Avenue,	South Plainfield	07080	(575) 522-7700
NM	6501	Bailey, Brian K.		1763 East University Suite A,	Las Cruces	88001	(575) 528-0900
NM	6502	Bailey, Brian K.		3125 North Main Street,	Las Cruces	88001	(505) 771-2020
NM	6507	Nelson, Gordon E.		3575 Hwy. 528 NE,Bldg. B Suite #112	Rio Rancho	87144	(575) 769-3030
NM	6509	Bailey, Brian K.		1917 N. Prince,	Clovis	88101	(575) 434-3030
NM	6510	Bailey, Brian K.		811 First Street,	Alamogordo	88310	(575) 393-3030
NM	6511	Bailey, Brian K.		801 West Bender,	Hobbs	88240	(575) 359-2020
NM	6512	Bailey, Brian K.		515 W. 1st. St.,	Portales	88130	(505) 861-3030
NM	6513	Bailey, Brian K.		301 N. Main St.,	Belen	87002	(575) 257-3030
NM	6514	Bailey, Brian K.		1717 Sudderth Ave.,	Ruidoso	88345	(505) 326-9100
NM	6515	Bailey, Brian K.		3501 East Main Street, Suites G & H,	Farmington	87402	(505) 452-3030
NM	6518	Bailey, Brian K.		1625 Rio Bravo Blvd.,	Albuquerque	87105	(505) 343-3030
NM	6519	Bailey, Brian K.		5920 Holly Avenue NE,	Albuquerque	87113	(505) 262-1662
NM	6520	Bailey, Brian K.		3920 Central Ave. SE,	Albuquerque	87108	(505) 299-8777
NM	6521	Bailey, Brian K.		1512 A&B Wyoming Blvd. NE,	Albuquerque	87112	(505) 298-3030
NM	6522	Bailey, Brian K.		11028 Montgomery Blvd. NE,	Albuquerque	87111	(505) 883-1234
NM	6523	Bailey, Brian K.		5011 Montgomery Blvd. NE Suite A,	Albuquerque	87109	(505) 291-0555
NM	6524	Bailey, Brian K.		800-G Juan Tabo Blvd. NE,	Albuquerque	87123	(505) 448-3030
NM	6525	Bailey, Brian K.		4250 Coors Blvd SW, Suite 4,	Albuquerque	87121	(505) 345-9936
NM	6526	Nelson, Gordon E.		2400 12th St. NW Bldg. C, Suite A,	Albuquerque	87104	(505) 891-2900
NM	6527	Nelson, Gordon E.		2415 Southern Blvd. SE, Suite #101,	Rio Rancho	87124	(505) 836-7500

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NM	6528	Nelson, Gordon E.		6010 Coors Blvd. NW Suite 1,	Albuquerque	87120	(575) 221-3030
NM	6529	Bailey, Brian K.		1500 West Joe Harvey Blvd.,	Hobbs	88240	(575) 622-3030
NM	6530	Bailey, Brian K.		1124 S. Union Ave.,	Roswell	88203	(505) 984-3030
NM	6531	Bailey, Brian K.		1014 S. St. Francis Dr.,	Santa Fe	87505	(575) 887-3030
NM	6532	Bailey, Brian K.		220 S. Canal St.,	Carlsbad	88220	(505) 876-2323
NM	6533	Bailey, Brian K.		615 W. Santa Fe Ave.,	Grants	87020	(575) 623-3030
NM	6534	Bailey, Brian K.		2423 N. Main Street,	Roswell	88201	(575) 534-3030
NM	6535	Bailey, Brian K.		910 W Highway 180,	Silver City	88061	(575) 544-3232
NM	6536	Bailey, Brian K.		718 S. Gold Ave.,	Deming	88030	(575) 746-3030
NM	6537	Bailey, Brian K.		302 S. 1st. St.,	Artesia	88210	(505) 565-3030
NM	6538	Bailey, Brian K.		3471 State Highway 47,	Los Lunas	87031	(505) 473-1672
NM	6540	Bailey, Brian K.		3530 Zafarano Drive, Suite C-2,	Santa Fe	87507	(575) 838-1111
NM	6542	Bailey, Brian K.		917 N. California,	Socorro	87801	(505) 598-5121
NM	6544	Bailey, Brian K.		4208 US Hwy. 64, Suite 2,	Kirtland	87417	(505) 722-4443
NM	6545	Bailey, Brian K.		1622 E. Highway 66, Stores #15 & 16,	Gallup	87301	(505) 425-3030
NM	6546	Bailey, Brian K.		611 Mills Avenue,	Las Vegas	87701	(505) 833-3030
NM	6550	Bailey, Brian K.		9550 Sage Rd SW, Suite A103,	Albuquerque	87121	(505) 632-5576
NM	6551	Bailey, Brian K.		500 West Broadway,	Bloomfield	87413	(505) 753-3030
NM	6552	Bailey, Brian K.		931 N Riverside,	Espanola	87532	(505) 334-8405
NM	6553	Bailey, Brian K.		1415 W. Aztec Blvd., Suite 6,	Aztec	87410	(575) 779-3030
NM	6555	Bailey, Brian K.		710-E Paseo Del Pueblo Sur,	Taos	87571	(505) 897-9300
NM	6595	Nelson, Gordon E.		6510 Paradise Blvd. NW,	Albuquerque	87114	(505) 890-9999
NM	6597	Nelson, Gordon E.		3611 Hwy. 528 NW Suite 109,	Albuquerque	87114	(575) 525-0900
NM	6891	Bailey, Brian K.		421 Avenida de Mesilla, Suite A,	Las Cruces	88005	(505) 833-5353
NM	8099	Nelson, Gordon E.		2115 Vista Oeste NW,	Albuquerque	87120	(575) 784-3033
NM	9301	Bailey, Brian K.		108 W. Octagon,Bldg. 77 - Base Exchange	Cannon AFB	88103	(575) 521-3030
NM	9302	Bailey, Brian K.		3090 N. Roadrunner Parkway,	Las Cruces	88011	(505) 286-3030
NM	9303	Bailey, Brian K.		1940 Old Hwy 66, Suite B,	Edgewood	87015	(575) 396-3030
NM	9304	Bailey, Brian K.		401 South Main Street,	Lovington	88260	(505) 793-3030
NM	9305	Bailey, Brian K.		725 W. Main Street,	Farmington	87401	(575) 479-3030
NM	9306	Bailey, Brian K.		Holloman AFB Exchange Express,Bldg #33, 744 F	Holloman AFB	88330	(505) 299-3030
NM	9307	Bailey, Brian K.		7849 Tramway Blvd., Suite D,	Albuquerque	87122	(575) 245-3030
NM	9308	Bailey, Brian K.		129 Clayton Road,	Raton	87740	(505) 662-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NM	9309	Bailey, Brian K.		751 Trinity Drive, Building 2, Suite 206,	Los Alamos	87544	(505) 872-3030
NM	9310	Bailey, Brian K.		2505 San Mateo Blvd. NE,	Albuquerque	87110	(505) 865-3030
NM	9311	Bailey, Brian K.		2270 Main St. NW,	Los Lunas	87031	(575) 448-3030
NM	9312	Bailey, Brian K.		5995 Bataan Memorial West,	Las Cruces	88012	(505) 289-2900
NM	9860	Bailey, Brian K.		Exchange Mall Food Court,7901 Gibson Blvd. SE,	Kirtland AFB	87117-0001	(775) 359-5353
NV	7400	Kraniger, Mark J.		1145 N. McCarran Blvd.,Suite 113	Sparks	89431	(775) 323-8080
NV	7401	Kraniger, Mark J.		83 W. Plumb Lane,Lakeside Plaza	Reno	89509	(775) 746-2929
NV	7402	Kraniger, Mark J.		1675 Robb Dr., Suite 2,	Reno	89523	(775) 433-1455
NV	7404	Kraniger, Mark J.		801 W. 4th St.,	Reno	89503	(775) 625-3300
NV	7407	Riddle, Charles M.		1038 Grass Valley Rd., Suite J,	Winnemucca	89445	(775) 751-3030
NV	7408	Riddle, Charles M.		250 S Highway 160, Suite B-6,	Pahrump	89048	(775) 883-7500
NV	7410	Kraniger, Mark J.		3231 U.S. Highway 50 E,	Carson City	89701	(702) 346-0123
NV	7412	Kearns, David		360 North Sandhill Blvd., Suite C,	Mesquite	89027	(775) 423-2500
NV	7413	Riddle, Charles M.		960 Auction Road, Suite A,	Fallon	89406	(775) 677-4545
NV	7414	Kraniger, Mark J.		10603 Stead Blvd., Suite #4,	Reno	89506	(775) 777-3343
NV	7416	Riddle, Charles M.		266 Spring Creek Parkway,	Spring Creek	89815	(702) 294-2424
NV	7449	Riddle, Charles M.		1014 Old Nevada Highway,	Boulder City	89005	(775) 852-5353
NV	7463	Kraniger, Mark J.		465 South Meadows Parkway,Ste. #10	Reno	89521	(775) 825-3030
NV	7474	Kraniger, Mark J.		4999 Longley Lane,	Reno	89502	(775) 673-6363
NV	7478	Kraniger, Mark J.		4850 Sun Valley Blvd.,	Sun Valley	89433	(775) 626-3030
NV	9031	Kraniger, Mark J.		2483 Wingfield Hills Road, Suite 120,	Sparks	89436	(775) 753-9333
NV	9032	Riddle, Charles M.		1900 Idaho St., #101,	Elko	89801	(775) 392-4343
NV	9035	Kraniger, Mark J.		1645-B Hwy. 395,	Minden	86423	(775) 404-0300
NV	9045	Riddle, Charles M.		1510 Newlands Dr. E,Suite 2	Fernley	89408	(914) 337-0305
NY	3030	Cookston, Robert L. III		2373 Central Park Avenue,	Yonkers	10710	(917) 909-6464
NY	3299	Sharma, Yash P.		886 DeKalb Ave,	Brooklyn	11221	(845) 246-3030
NY	3300	Mahmood (F6280), Shahid		3069 Route 9W,	Saugerties	12477	(518) 842-7227
NY	3301	Denman, Matthew J.		43 Market Street,	Amsterdam	12010	(518) 273-3030
NY	3302	Erwin, Allan F.		198 Hoosick St.,	Troy	12180	(518) 438-3030
NY	3303	Mahmood (F6280), Shahid		267 New Scotland Ave.,	Albany	12208	(518) 372-4441
NY	3304	Erwin, Allan F.		1441 Broadway,	Schenectady	12306	(518) 439-2200
NY	3305	Erwin, Allan F.		222 Delaware Ave.,	Delmar	12054	(518) 587-2244
NY	3310	Erwin, Allan F.		86 Washington St.,	Saratoga Springs	12866-4116	(845) 670-7009

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NY	3311	Cookston, Robert L. III		88 North Plank Road,	Newburgh	12550	(718) 273-4848
NY	3312	Sharma, Yash P.		25 Victory Blvd,	Staten Island	10301-2905	(718) 225-7575
NY	3313	Sharma, Yash P.		3626 Bell Blvd,	Bayside	11361	(718) 208-4900
NY	3314	Sharma, Yash P.		1785 Victory Blvd.,	Staten Island	10314	(845) 342-4200
NY	3316	Khan, Muhammad Riaz		50 Carpenter Ave., Suite 1,	Middletown	10940	(929) 425-1800
NY	3317	Sharma, Yash P.		172 New Dorp Lane,	Staten Island	10306	(607) 432-3033
NY	3320	Erwin, Allan F.		19 Clinton Plaza,	Oneonta	13820	(917) 688-3778
NY	3321	Cookston, Robert L. III		220 E 161st St,Ste C	Bronx	10451	(718) 734-2666
NY	3322	Cookston, Robert L. III		315 E 204th St,	Bronx	10467	(929) 207-0202
NY	3324	Cookston, Robert L. III		946 Southern Blvd,	Bronx	10459	(718) 717-8877
NY	3325	Ahmed, MD Shueb		247-22D South Conduit Ave,	Rosedale	11422	(845) 314-3400
NY	3326	Bhuyan, Mili A.		162 Main Street,	Brewster	10509	(845) 473-5500
NY	3327	Cilmi, John M.		10 Taft Avenue,	Poughkeepsie	12601	(718) 495-4441
NY	3328	Ali, Raja Shahid		2196 Pitkin Ave,	Brooklyn	11207	(718) 769-3111
NY	3329	Sharma, Yash P.		3514 Nostrand Ave,	Brooklyn	11229	(845) 429-0200
NY	3330	Cilmi, John M.		7-G Route 9 West,	West Haverstraw	10993	(845) 218-0200
NY	3331	Cilmi, John M.		703 Route 9,	Fishkill	12524	(716) 800-2121
NY	3332	Erwin, Allan F.		3155 Delaware Ave.,	Kenmore	14217	(718) 893-1777
NY	3333	Cookston, Robert L. III		1468 Westchester Ave,	Bronx	10472	(718) 658-4200
NY	3334	Ahmed, MD Shueb		10950 Merrick Blvd,	Jamaica	11433	(212) 283-1100
NY	3335	Maestri, Anthony		2554 Adam Clayton Powell, Jr. Blvd.,	New York	10039	(718) 326-8686
NY	3336	Sharma, Yash P.		815 Onderdonk Ave,	Ridgewood	11385	(718) 542-4993
NY	3337	Cookston, Robert L. III		921 E Tremont Ave,Ste A	Bronx	10460	(718) 896-1717
NY	3338	Sharma, Yash P.		9528 Queens Blvd,	Rego Park	11374	(718) 882-4393
NY	3339	Cookston, Robert L. III		686C Nereid Ave,	Bronx	10470	(347) 712-3311
NY	3340	Cookston, Robert L. III		2721 Bronxwood Ave,	Bronx	10469	(845) 562-0300
NY	3342	Cookston, Robert L. III		401 Windsor Hwy.,	New Windsor	12553	(914) 352-7200
NY	3345	Bhuyan, Mili A.		1871 Commerce St.,	Yorktown Heights	10598	(718) 293-2170
NY	3347	Cookston, Robert L. III		41 E 167th St,	Bronx	10452	(718) 773-7444
NY	3348	Bhuyan, Mili A.		835 Clarkson Ave,	Brooklyn	11203	(716) 664-3850
NY	3350	Baldwin, Adam P.		936 E. Second Street,	Jamestown	14701	(914) 244-1600
NY	3352	Bhuyan, Mili A.		130 North Bedford Rd.,	Mount Kisco	10549	(212) 923-3030
NY	3354	Cookston, Robert L. III		1988 Amsterdam Ave.,	New York	10032	(315) 488-5402

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NY	3356	Chong, Jacob		3548 West Genesee Street, Suite 2,	Syracuse	13219	(716) 363-2227
NY	3357	Baldwin, Adam P.		10506 Bennett Rd.,	Dunkirk	14048	(716) 338-9777
NY	3360	Baldwin, Adam P.		305 E. Fairmount Ave.,	Lakewood	14750	(845) 774-7100
NY	3361	Cookston, Robert L. III		791 State Route Rt. 17M,	Monroe	10950	(315) 777-4400
NY	3363	Erwin, Allan F.		10207 N. Riva Ridge Loop Bldg P,	Ft. Drum	13602	(347) 644-2844
NY	3364	Sharma, Yash P.		8719 Lefferts Blvd,	Richmond Hill	11418	(347) 657-7577
NY	3366	Sharma, Yash P.		1544 Broadway,	Brooklyn	11221	(716) 458-8088
NY	3370	Erwin, Allan F.		4395 Union Rd.,	Cheektowaga	14225	(914) 630-7222
NY	3372	Cilmi, John M.		950 Mamaroneck Ave.,	Mamaroneck	10543	(716) 953-3434
NY	3374	Erwin, Allan F.		1105 Broadway, Units #11 & #12,	Buffalo	14212	(716) 707-3700
NY	3377	Erwin, Allan F.		187 Delaware Ave.,	Buffalo	14202	(716) 478-7744
NY	3380	Erwin, Allan F.		6405 Dysinger Road,	Lockport	14094	(716) 689-2400
NY	3390	Erwin, Allan F.		6031 Transit Rd., Ste. 104,	Clarence	14051	(607) 732-2203
NY	3400	MacPherson, Christopher J.		753 Maple Ave.,	Elmira	14904	(607) 256-4000
NY	3401	Erwin, Allan F.		311 E. Green St.,	Ithaca	14850	(607) 438-2500
NY	3402	MacPherson, Christopher J.		351 Park Avenue,	South Corning	14830	(607) 758-3030
NY	3403	MacPherson, Christopher J.		8 Court St.,	Cortland	13045	(607) 798-7177
NY	3404	De Busk, Larry		122 Baldwin Street,	Johnson City	13790-0000	(607) 772-8555
NY	3405	De Busk, Larry		1185 Vestal Avenue,	Binghamton	13903	(585) 216-3005
NY	3406	Erwin, Allan F.		1075 Ridge Rd.,	Webster	14580	(585) 736-3507
NY	3407	Erwin, Allan F.		1460 Lyell Ave.,	Rochester	14606	(315) 252-4440
NY	3408	Gray, Gregory E.		19 Dill St.,	Auburn	13021	(315) 423-0333
NY	3410	Lee, Michael S.		329 Nottingham Rd.,	Dewitt	13214	(315) 437-3330
NY	3411	Shujaa, Syed		2022 Teall Ave.,	Syracuse	13206	(315) 693-3093
NY	3412	Shujaa, Syed		1 Glenwood Ave.,	Oneida	13421	(518) 274-3030
NY	3414	Erwin, Allan F.		449 N. Greenbush Rd.,	Rensselaer	12144	(516) 997-8555
NY	3415	Sharma, Yash P.		501 Westbury Avenue,	Carle Place	11514	(315) 303-7001
NY	3416	Lee, Michael S.		80 Smokey Hollow Rd.,	Baldwinsville	13027	(315) 670-3464
NY	3418	MacPherson, Christopher J.		2109 Routes 5 & 20,	Seneca Falls	13148	(315) 983-3600
NY	3419	Shujaa, Syed		246 Mohawk St.,	Herkimer	13350	(315) 339-1122
NY	3420	Erwin, Allan F.		113 Erie Blvd. W.,	Rome	13440	(518) 282-5100
NY	3424	O'Hara, Byron		2443 Route 9, Suite 205	Malta	12020	(315) 343-7250
NY	3425	Erwin, Allan F.		58 West Ninth Street,	Oswego	13126	(315) 593-1777

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NY	3426	Erwin, Allan F.		516 S. 2nd St.,	Fulton	13069	(315) 735-3030
NY	3427	Erwin, Allan F.		2427 Chenango Rd.,	Utica	13502	(315) 789-3090
NY	3429	MacPherson, Christopher J.		481 Hamilton St.,	Geneva	14456	(585) 244-2100
NY	3430	Erwin, Allan F.		1595 Mt. Hope Avenue,	Rochester	14620	(585) 359-3330
NY	3435	Erwin, Allan F.		2095 E. Henrietta Boulevard,	Rochester	14623	(585) 637-6886
NY	3436	Erwin, Allan F.		205 Main Street,	Brockport	14420	(585) 654-9900
NY	3437	Erwin, Allan F.		1699 Culver Road,	Rochester	14609	(585) 227-1500
NY	3440	Erwin, Allan F.		1092 Long Pond Rd.,	Rochester	14626	(914) 762-7111
NY	3441	Cookston, Robert L. III		189 S. Highland Ave.,	Ossining	10562	(631) 864-8400
NY	3442	Ali, Raja Shahid		863 W. Jericho Turnpike,	Smithtown	11787	(518) 725-1100
NY	3443	Denman, Matthew J.		132 W. Fulton Street,	Gloversville	12078	(607) 786-3030
NY	3444	De Busk, Larry		108 Washington Ave.,	Endicott	13760	(845) 368-2255
NY	3445	Khan, Muhammad Riaz		38 Lafayette Ave.,	Suffern	10901	(585) 343-3344
NY	3447	Erwin, Allan F.		6 Court,	Batavia	14020	(718) 776-3030
NY	3448	Ahmed, MD Shueb		10962 Francis Lewis Blvd,	Queens Village	11429	(516) 799-9400
NY	3449	Shek, Mohammed Faruk		608 Broadway,	Massapequa	11758	(845) 331-3033
NY	3451	Mahmood (F6280), Shahid		779 Broadway,	Kingston	12401	(631) 422-2020
NY	3452	Mohammed, Nur		9 Cooper Street,	Babylon	11702	(518) 822-0033
NY	3453	Mahmood (F6280), Shahid		300 Fairview Ave.,	Hudson	12534	(212) 280-3200
NY	3454	Maestri, Anthony		409 West 125th St.,	New York	10027	(585) 673-7377
NY	3455	Erwin, Allan F.		785 Fairport Rd.,	East Rochester	14445	(212) 926-1234
NY	3456	Cookston, Robert L. III		3624 Broadway,	New York	10031	(518) 452-3030
NY	3457	Jarvis, Timothy R.		1533 Central Ave.,	Albany (aka Colonie)	12205	(845) 639-4040
NY	3458	Khan, Muhammad Riaz		39 S. Main St.,	New City	10956	(631) 231-9700
NY	3459	Ali, Raja Shahid		167 Clarke Street,	Brentwood	11717	(518) 747-7700
NY	3461	O'Hara, Byron		209-217 Main St.,	Hudson Falls	12839	(518) 383-8888
NY	3462	Siddiqui, Imran		1683 Rt. 9,	Clifton Park	12065	(212) 496-5900
NY	3463	Cilmi, John M.		592 Columbus Avenue,	New York	10024	(631) 736-7878
NY	3468	Hanley, Christopher M.		2229 Route 112, Unit I	Coram	11727	(631) 399-3030
NY	3469	Cookston, Robert L. III		1265 Montauk Hwy., Suite D	Mastic	11950	(631) 225-7000
NY	3471	Hall, John R.		111A W. Sunrise Highway,	Lindenhurst	11757	(631) 673-0100
NY	3473	Cookston, Robert L. III		1801 New York Avenue,	Huntington Station	11746	(516) 942-0808
NY	3474	Sharma, Yash P.		406 North Wantagh Ave.,	Bethpage	11714	(585) 484-8886

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NY	3476	Erwin, Allan F.		1673 East Main Street,	Rochester	14609	(716) 373-4210
NY	3480	Parris, William H.		2626 W. State St. Unit 1,	Olean	14760	(585) 396-1230
NY	3484	MacPherson, Christopher J.		70 West Ave.,	Canandaigua	14424	(716) 671-3222
NY	3485	Erwin, Allan F.		4944 Transit Road,	Cheektowaga	14043	(718) 337-7100
NY	3486	Mohammed, Nur		524 Beach 20th St,	Far Rockaway	11691	(315) 331-2250
NY	3487	Gray, Gregory E.		241 E. Union St.,	Newark	14513	(914) 788-0800
NY	3488	Cookston, Robert L. III		2050 East Main Street,	Cortlandt Manor	10567	(631) 369-9090
NY	3489	Gonzalez, Carlos		158 Old Country Road,	Riverhead	11901	(607) 796-2211
NY	3494	MacPherson, Christopher J.		2104 Grand Central Ave,	Horseheads	14845	(631) 856-4500
NY	3495	Gonzalez, Carlos		260 West Montauk,	Hampton Bays	11946	(845) 314-1400
NY	3496	Bhuyan, Mili A.		926 Route Six,	Mahopac	10541	(315) 692-2515
NY	3497	Chong, Jacob		240 W. Seneca Street,	Manlius	13104	(716) 832-4444
NY	3500	Erwin, Allan F.		1401 Niagara Falls Blvd.,	Amherst	14226	(631) 206-0300
NY	3501	Ali, Raja Shahid		55 Third Avenue,	Bayshore	11706	(518) 563-0600
NY	3502	Jarvis, Timothy R.		331 Cornelia Street,	Plattsburgh	12901	(518) 793-7777
NY	3503	O'Hara, Byron		144 Glen St.,	Glens Falls	12801-4323	(518) 601-2500
NY	3505	O'Hara, Byron		820 State Route 9,Suite 1322	Queensbury	12804	(845) 366-6050
NY	3507	Cilmi, John M.		4288 Albany Post Road,	Hyde Park	12538	(516) 822-3333
NY	3509	Sharma, Yash P.		136 Woodbury Rd.,	Hicksville	11801	(845) 296-9660
NY	3510	Cilmi, John M.		1817 South Road, Suite C,	Wappingers Falls	12590	(212) 831-1024
NY	3511	Cilmi, John M.		153 East 116th Street,	New York	10029	(315) 458-6500
NY	3513	Lee, Michael S.		215 N. Main St.,	N. Syracuse	13212	(516) 484-0440
NY	3514	Malik, Sanan		117 Mineola Avenue,	Roslyn Heights	11577	(845) 735-0500
NY	3515	Khan, Muhammad Riaz		33 E. Central Avenue,	Pearl River	10965	(845) 425-0400
NY	3516	Cilmi, John M.		96 Route 59,	Spring Valley	10977	(718) 739-3334
NY	3517	Sharma, Yash P.		13857 Queens Blvd,	Jamaica	11435	(315) 622-1000
NY	3519	Gray, Gregory E.		7787 Oswego Rd.,	Liverpool	13090	(716) 427-1080
NY	3520	Erwin, Allan F.		3608 Main St.,	Amherst	14226	(718) 461-6500
NY	3521	Sharma, Yash P.		14909 Northern Blvd,	Flushing	11354-4349	(718) 723-3000
NY	3522	Ahmed, MD Shueb		13131 Merrick Blvd,	Jamaica	11434	(718) 296-0303
NY	3523	Sharma, Yash P.		7802 Jamaica Ave,	Woodhaven	11421	(718) 458-3030
NY	3526	Sharma, Yash P.		3217 Junction Blvd,	East Elmhurst	11369	(718) 835-3030
NY	3528	Mohammed, Nur		12521 Rockaway Blvd,	South Ozone Par	11420-2825	(718) 667-1900

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NY	3529	Sharma, Yash P.		1300 Hylan Blvd,	Staten Island	10305-1900	(718) 457-3030
NY	3531	Sharma, Yash P.		9045 Corona Ave,	Elmhurst	11373	(516) 561-5555
NY	3534	Ahmed, MD Shueb		475 West Merrick Road,	Valley Stream	11580	(718) 545-3030
NY	3535	Sharma, Yash P.		2553 Steinway St,	Astoria	11103	(718) 365-3599
NY	3536	Cookston, Robert L. III		2075 Jerome Ave,	Bronx	10453	(718) 653-4618
NY	3537	Cookston, Robert L. III		3869 White Plains Rd,	Bronx	10467	(315) 788-9700
NY	3540	Erwin, Allan F.		22070 US Route 11,	Watertown	13601	(516) 432-1234
NY	3544	Shek, Mohammed Faruk		269 West Park Avenue,	Long Beach	11561	(718) 221-4800
NY	3545	Ali, Raja Shahid		1479 Fulton St,	Brooklyn	11216	(914) 683-0400
NY	3550	Cookston, Robert L. III		329 North Central Ave.,	Hartsdale	10530	(914) 963-7735
NY	3551	Cookston, Robert L. III		132 Tuckahoe Road,	Yonkers	10710	(914) 375-5900
NY	3552	Cilmi, John M.		471 McLean Ave.,	Yonkers	10705	(718) 778-0110
NY	3554	Bhuyan, Mili A.		954 Nostrand Ave,	Brooklyn	11225	(914) 235-8700
NY	3555	Cilmi, John M.		574 North Ave.,	New Rochelle	10801	(914) 668-3030
NY	3557	Cilmi, John M.		73 Gramatan Avenue,	Mt Vernon	10550	(518) 393-3030
NY	3558	Erwin, Allan F.		1592 State Street,	Schenectady	12304	(516) 671-6040
NY	3584	Sharma, Yash P.		104 School Street,	Glen Cove	11542	(718) 793-2024
NY	3595	Sharma, Yash P.		9614 Metropolitan Ave,	Forest Hills	11375	(718) 898-3890
NY	3596	Sharma, Yash P.		6314 Queens Blvd,	Woodside	11377	(718) 738-2424
NY	3597	Mohammed, Nur		150-13 Cross Bay Blvd,	Ozone Park	11417	(631) 751-0330
NY	3601	Hanley, Christopher M.		1079 Rt 25A (aka N. Country Rd),	Stony Brook	11790	(518) 786-0033
NY	3602	Jarvis, Timothy R.		789 New Loudon Rd.,	Latham	12110	(914) 967-5070
NY	3603	Cookston, Robert L. III		262 Boston Post Road,	Port Chester	10573	(516) 944-5500
NY	3604	Mohammed, Nur		147 Main St.,	Port Washington	11050	(631) 269-2690
NY	3605	Mohammed, Nur		517C Larkfield Rd.,	E. Northport	11731	(631) 242-6771
NY	3607	Hall, John R.		853 Long Island Ave.,	Deer Park	11729	(516) 775-0254
NY	3609	Cookston, Robert L. III		1017 Jericho Turnpike,	New Hyde Park	11004	(718) 776-0330
NY	3612	Sharma, Yash P.		18807 Union Tpke,	Fresh Meadows	11366	(212) 353-3100
NY	3616	Cookston, Robert L. III		16 W. 8th St.,	New York	10010	(631) 981-9800
NY	3617	Hanley, Christopher M.		2430 Middle Country Rd.,	Centereach	11720	(631) 821-3500
NY	3621	Hanley, Christopher M.		379 Route 25A #A,	Rocky Point	11778	(212) 473-3030
NY	3622	Cookston, Robert L. III		440 E. 14th Street,	New York	10009	(631) 207-6800
NY	3623	Hanley, Christopher M.		232 E. Main St.,	Patchogue	11772	(516) 538-6666

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
NY	3624	Cookston, Robert L. III		935 Front Street,	Uniondale	11553	(516) 483-3030
NY	3625	Rahman, Hafizur		317 Hempstead Ave.,	West Hempstead	11552	(516) 764-3030
NY	3626	Hall, John R.		2900 Long Beach Rd.,	Oceanside	11572	(516) 752-4000
NY	3628	Hall, John R.		103 Fulton St.,	Farmingdale	11735	(718) 531-0210
NY	3630	Ali, Raja Shahid		2048 Rockaway Pkwy,	Brooklyn	11236	(516) 822-0030
NY	3633	Sharma, Yash P.		157 Levittown Pkwy.,	Hicksville	11801	(516) 867-3030
NY	3634	Hall, John R.		93 W Merrick Rd,	Freeport	11520	(631) 744-5200
NY	3635	Hanley, Christopher M.		Turning Point Commons,271 Route 25A #10	Mt. Sinai	11766	(516) 783-3030
NY	3636	Cookston, Robert L. III		2150 Bellmore Ave.,	Bellmore	11710	(631) 567-0600
NY	3637	Ali, Raja Shahid		5640 Sunrise Hwy.,	Sayville	11782	(631) 585-0990
NY	3639	Hanley, Christopher M.		390 Furrows Rd.,	Holbrook	11741	(718) 763-7007
NY	3643	Bhuyan, Mili A.		1772A Ralph Ave,	Brooklyn	11236	(718) 692-2000
NY	3644	Bhuyan, Mili A.		1972 Flatbush Ave,	Brooklyn	11234-2835	(718) 748-7879
NY	3645	Sharma, Yash P.		9105 4th Ave,	Brooklyn	11209	(718) 272-1212
NY	3646	Ali, Raja Shahid		1111 Pennsylvania Ave,	Brooklyn	11207	(718) 692-0900
NY	3647	Sharma, Yash P.		1216 Cortelyou Rd,	Brooklyn	11218	(718) 265-5600
NY	3649	Sharma, Yash P.		1208 Neptune Ave,	Brooklyn	11224	(718) 972-3733
NY	3650	Sharma, Yash P.		554 5th Ave,	Brooklyn	11215	(718) 826-3030
NY	3651	Bhuyan, Mili A.		1555 Nostrand Ave,	Brooklyn	11226	(718) 522-3733
NY	3653	Sharma, Yash P.		328 Myrtle Ave,	Brooklyn	11205	(718) 633-3733
NY	3654	Sharma, Yash P.		3901 4th Ave,	Brooklyn	11232	(718) 596-7000
NY	3655	Sharma, Yash P.		146 Smith St,	Brooklyn	11201	(718) 833-9222
NY	3656	Sharma, Yash P.		7722 13th Ave,	Brooklyn	11228	(718) 671-5155
NY	3657	Cookston, Robert L. III		3484 Boston Rd,	Bronx	10469	(718) 518-8770
NY	3659	Cookston, Robert L. III		2025-2027 Westchester Ave,	Bronx	10462	(718) 822-6010
NY	3660	Cookston, Robert L. III		738 Morris Park Ave,	Bronx	10462	(631) 277-1300
NY	3665	Ali, Raja Shahid		77 W. Main St.,	East Islip	11730	(718) 537-4700
NY	3667	Cookston, Robert L. III		1351 Webster Ave,	Bronx	10456	(718) 756-5666
NY	3668	Ali, Raja Shahid		241 Rockaway Pkwy,	Brooklyn	11212	(718) 385-4545
NY	3669	Ali, Raja Shahid		1758 Pitkin Ave,	Brooklyn	11212	(347) 705-7411
NY	3670	Sharma, Yash P.		6410 Amboy Rd,Amboy Plaza Shopping Center	Staten Island	10309	(718) 227-1900
NY	3673	Sharma, Yash P.		3902 Richmond Ave,	Staten Island	10312-5111	(631) 920-6687
NY	3675	Hall, John R.		42 Station Drive, Space # 2,	Wyandanch	11798	(718) 370-2000

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NY	3676	Sharma, Yash P.		1430 Richmond Ave,	Staten Island	10314-1569	(718) 401-3800
NY	3677	Cookston, Robert L. III		3025 3rd Ave,	Bronx	10455	(718) 430-9300
NY	3678	Cookston, Robert L. III		3706 E Tremont Ave,	Bronx	10465	(718) 302-2400
NY	3679	Sharma, Yash P.		183 Graham Ave,	Brooklyn	11206	(212) 567-8600
NY	3680	Cilmi, John M.		4797 Broadway,	New York	10034	(212) 243-5700
NY	3681	Cookston, Robert L. III		170 W. 23rd. Street,	New York	10001	(212) 566-8888
NY	3682	Ahmed, MD Shueb		181 Church Street,	New York	10007	(212) 781-3700
NY	3683	Cookston, Robert L. III		736 West 181st Street,	New York	10033	(212) 222-2000
NY	3684	Cookston, Robert L. III		965 Amsterdam Avenue,	New York	10025	(212) 501-0200
NY	3685	Cilmi, John M.		148 West 72nd St.,	New York	10023	(212) 759-6600
NY	3686	Cookston, Robert L. III		943 First Ave.,	New York	10022	(212) 545-0200
NY	3687	Cilmi, John M.		464 3rd Avenue,	New York	10016	(212) 772-8100
NY	3688	Cilmi, John M.		1396 First Avenue,	New York	10028	(212) 996-7800
NY	3689	Cilmi, John M.		1841 First Ave.,	New York	10128	(718) 601-3030
NY	3691	Cookston, Robert L. III		3611 Kingsbridge Ave,	Bronx	10463	(212) 831-0300
NY	3692	Cilmi, John M.		1993 3rd Avenue,	New York	10029	(212) 944-0400
NY	3693	Cookston, Robert L. III		227 W. 40th Street,	New York	10018	(212) 677-7776
NY	3694	Cookston, Robert L. III		196 Stanton St.,	New York	10002	(212) 802-4444
NY	3695	Ahmed, MD Shueb		45 Catherine St.,	New York	10002	(516) 558-5050
NY	3698	Sharma, Yash P.		29 Jackson Avenue,	Syosset	11791	(740) 633-2500
OH	1330	Lacefield, Morgan T.		422 Howard Street,	Bridgeport	43912	(440) 647-2020
OH	2125	Gfell, Stephen L.		508 St. Rt. 58,	Wellington	44090	(513) 735-2600
OH	2126	Glass, John B.		600 W. Main St.,	Batavia	45103	(513) 539-2525
OH	2127	Metro, Louis C.		100 North Main Street,	Monroe	45050	(513) 494-2020
OH	2128	Metro, Louis C.		5797 S. State Route 48,	Maineville	45039	(513) 734-3500
OH	2129	Glass, John B.		110 East Plane Street,	Bethel	45106	(513) 233-3555
OH	2131	Glass, John B.		2040 Beechmont Avenue,	Mt. Washington	45230	(513) 792-0700
OH	2133	Glass, John B.		4110 E. Galbraith Rd.,	Cincinnati	45236	(330) 847-2007
OH	2135	Beach, Harrell W. Jr.		4602-E Mahoning Avenue N.W.,	Warren	44483	(937) 544-4242
OH	2136	Glass, John B.		708 E. Main Street,	West Union	45693	(513) 844-8333
OH	2139	Metro, Louis C.		4182 Tonya Trail Unit C,	Hamilton	45011	(440) 961-2303
OH	2140	Gfell, Stephen L.		445 Broadway Avenue,	Lorain	44052	(937) 444-9191
OH	2142	Glass, John B.		309 N. High St.,	Mt. Orab	45154	(330) 527-0505

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OH	2143	Jordan, Matthew P.		8007 State Street,	Garrettsville	44231	(937) 864-0202
OH	2144	Thomas, Benjamin J.		7096 Dayton Rd.,	Enon	45323	(513) 941-3300
OH	2148	Glass, John B.		7569 Bridgetown Road,	Cincinnati	45248	(440) 576-3030
OH	2150	Jacobs, Christine L.		16 E. Jefferson Street,	Jefferson	44047	(937) 783-4995
OH	2152	Short, Christopher J.		209 S. Broadway St.,	Blanchester	45107	(513) 777-1830
OH	2153	Metro, Louis C.		8215 Highland Pointe Dr.,	West Chester	45069	(330) 966-9999
OH	2157	Short, Christopher J.		5866 Fulton Dr. NW,	Canton	44718	(740) 384-4233
OH	2160	Baker, Christopher J.		1305 South Pennsylvania Avenue,	Wellston	45692	(440) 428-5000
OH	2163	McNicholas, Robert		5 East Main Street,	Madison	44057	(440) 632-5556
OH	2164	Qureshi, Muhammad Bilal		15410 West High Street,	Middlefield	44060	(330) 864-3133
OH	2166	Short, Christopher J.		2970 West Market Street,	Fairlawn	44333	(740) 753-3307
OH	2167	Baker, Christopher J.		1101 Chestnut,	Nelsonville	45764	(740) 982-0040
OH	2168	Burkett, Lisa M.		230 West Main Street,	Crooksville	43731	(513) 677-9700
OH	2169	Metro, Louis C.		6411 Branch Hill Guinea Pike,	Loveland	45140	(330) 539-2333
OH	2170	Short, Christopher J.		1324 Vernon Odom Blvd.,	Akron	44320	(440) 933-3099
OH	2171	Francis, Saide S.		33382 Walker Rd., Unit N,	Avon Lake	44012	(440) 885-0334
OH	2172	Satterwhite, Anthony D.		6444 Pearl Rd.,	Parma Heights	44130	(740) 962-6000
OH	2173	Baker, Christopher J.		44 N. Kennebec Ave.,	McConnelsville	43756	(330) 854-2600
OH	2174	Satterwhite, Anthony D.		2077 Locust St.,	Canal Fulton	44614	(513) 772-3222
OH	2175	Glass, John B.		11424 Springfield Pike,	Springdale	45246	(740) 694-7827
OH	2177	Johnson, Adam Douglas		126 N. Main Street,	Fredericktown	43019	(614) 834-0777
OH	2178	Wright, Thomas F.		6430 Winchester Blvd.,	Canal Winchester	43310	(740) 942-1200
OH	2179	Lacefield, Morgan T.		516 N. Lincoln,	Cadiz	43907	(440) 472-0300
OH	2182	Satterwhite, Anthony D.		7220 Pearl Road,	Middleburg Heights	44130	(740) 685-6851
OH	2184	Burkett, Lisa M.		60201 Southgate Road,	Byesville	43723	(740) 732-0732
OH	2185	Baker, Christopher J.		520 West St.,	Caldwell	43724	(740) 425-9999
OH	2186	Lacefield, Morgan T.		146 W. Main St.,	Barnesville	43713	(419) 947-6000
OH	2188	Satterwhite, Anthony D.		28 South Main St.,	Mt. Gilead	43338	(513) 722-3300
OH	2194	Metro, Louis C.		6780 Goshen Road,	Goshen	45122	(740) 967-3100
OH	2196	Edler, Brian L.		98 E. Coshocton,	Johnstown	43031	(740) 342-5141
OH	2201	Baker, Christopher J.		122 N. Main Street,	New Lexington	43764-1261	(740) 385-9655
OH	2202	Baker, Christopher J.		1027 W. Hunter St.,	Logan	43138	(740) 654-1300
OH	2204	Wright, Thomas F.		1114 N. Memorial Drive,	Lancaster	43130	(740) 397-3151

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OH	2205	Mentzer, Russell D.		321 South Main Street,	Mt Vernon	43050	(740) 622-9345
OH	2206	Anderson, Patrick J.		604 South Second Street,	Coshocton	43812-1613	(740) 455-3161
OH	2207	Burkett, Lisa M.		1645 Maysville Ave.,	Zanesville	43701	(740) 455-3126
OH	2208	Burkett, Lisa M.		2347 Maple Avenue,	Zanesville	43701	(740) 455-3193
OH	2209	Burkett, Lisa M.		1710 East Pike,	Zanesville	43701	(740) 439-3555
OH	2210	Burkett, Lisa M.		738 Wheeling Ave.,	Cambridge	43725	(740) 366-7347
OH	2213	Edler, Brian L.		1226 N. 21St Street,	Newark	43055-3029	(330) 264-9800
OH	2214	Gfell, Stephen L.		306 Beall Ave.,	Wooster	44691	(419) 464-9999
OH	2215	Edler, Brian L.		406 South Wheeling Street,Unit E	Oregon	43616	(330) 706-0030
OH	2220	Waller, Karl J.		1423 Wooster Road,	Barberton	44203	(330) 336-0330
OH	2221	Satterwhite, Anthony D.		117 Main St.,	Wadsworth	44281	(740) 922-5700
OH	2223	Grandison, James Robert		1026 Water St,	Uhrichsville	44683	(330) 343-4434
OH	2224	Russell, Larry D.		88 E. Iron Ave.,	Dover	44622	(330) 568-5005
OH	2226	Jali, Ammar		30 E. Liberty Street,Suite 3	Hubbard	44425	(740) 927-0088
OH	2227	Wright, Thomas F.		680 Corylus Dr.,	Pataskala	43062	(216) 230-3900
OH	2229	Short, Christopher J.		1012 Prospect Avenue East,	Cleveland	44115	(419) 289-0030
OH	2230	Satterwhite, Anthony D.		627 Claremont Avenue,	Ashland	44805-3026	(419) 462-9999
OH	2231	Satterwhite, Anthony D.		144 S. Liberty St.,	Galion	44833	(419) 756-3030
OH	2233	Satterwhite, Anthony D.		625 Lexington Ave., Suite 1,	Mansfield	44907	(419) 529-6222
OH	2235	Satterwhite, Anthony D.		359 Trimble Road,	Mansfield	44906	(419) 347-3000
OH	2236	Penwell, Jon P.		62 E. Main Street.,	Shelby	44875	(419) 683-4909
OH	2238	Satterwhite, Anthony D.		420 Seltzer St.,	Crestline	44827	(937) 382-0933
OH	2240	Short, Christopher J.		265 West Locust Street,	Wilmington	45177	(740) 335-8900
OH	2241	Short, Christopher J.		60 Washington Square #19,	Washington Court House	43160	(740) 775-4444
OH	2242	Graves, Susan L.		16-18 Consumer Dr.,	Chillicothe	45601	(740) 477-2541
OH	2244	Graves, Susan L.		207 Lancaster Pike,	Circleville	43113	(937) 981-7717
OH	2245	Short, Christopher J.		205 N. Washington St.,	Greenfield	45123	(740) 354-8866
OH	2246	Graves, Susan L.		822 Gay Street,	Portsmouth	45662	(937) 393-9941
OH	2247	Short, Christopher J.		132 West Main St.,	Hillsboro	45133	(740) 593-3395
OH	2250	Baker, Christopher J.		12 Mill Street,	Athens	45701	(740) 423-0030
OH	2252	Graves, Susan L.		2109 Washington Blvd.,	Belpre	45714	(740) 374-9852
OH	2255	Graves, Susan L.		415 2nd Street,	Marietta	45750	(216) 413-3224
OH	2256	Satterwhite, Anthony D.		7210 Memphis Road,Unit B	Cleveland	44144	(419) 394-3357

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OH	2257	DePugh, Steve		585 Royal Oak Drive,	St. Marys	45885	(419) 586-8888
OH	2258	DePugh, Steve		114 E. Market Street,	Celina	45822	(419) 294-5741
OH	2259	Edler, Brian L.		128 E Wyandotte,	Upper Sandusky	43351	(419) 663-3030
OH	2260	Gfell, Stephen L.		81 E. Main Street,	Norwalk	44857-1587	(419) 626-3033
OH	2262	Gfell, Stephen L.		414 W. Perkins Ave.,	Sandusky	44870	(419) 935-3030
OH	2263	Gerber, Joshua R.		215 Myrtle Avenue,	Willard	44890-1407	(419) 433-5494
OH	2265	Wilde, Bruce A.		500 Main Street,	Huron	44839	(419) 673-1115
OH	2267	Edler, Brian L.		10 N. Main St.,	Kenton	43326	(440) 967-0300
OH	2268	Gfell, Stephen L.		5329 Liberty Avenue,	Vermillion	44089	(330) 277-5536
OH	2270	Jali, Ammar		120 North Lincoln Avenue,	Salem	44460	(330) 492-3030
OH	2271	Graves, Susan L.		3320 Cleveland Avenue, N.W.,	Canton	44709	(740) 264-5501
OH	2275	Graves, Susan L.		2825 Sunset Blvd.,	Steubenville	43952	(740) 537-3537
OH	2276	Jali, Ammar		1377 Franklin St.,	Toronto	43964	(330) 330-8898
OH	2277	Jali, Ammar		4520 Mahoning Ave,	Austintown	44515	(937) 507-3131
OH	2278	DePugh, Steve		1109 Wapakoneta Ave.,	Sidney	45365	(937) 323-4144
OH	2279	DePugh, Steve		1756 S. Limestone Street,	Springfield	45501	(740) 446-4040
OH	2280	Smith, Donald L. Jr.		1200 Jackson Pike,	Gallipolis	45631-1637	(740) 472-1744
OH	2281	Lacefield, Morgan T.		212 Eastern Avenue,	Woodsfield	43793	(740) 695-5500
OH	2282	Lacefield, Morgan T.		105 Plaza Drive,	St. Clairsville	43950	(740) 498-4131
OH	2283	Anderson, Patrick J.		224 E. Canal St,	Newcomerstown	43832	(513) 988-6055
OH	2284	Metro, Louis C.		650 W. State St.,	Trenton	45067	(740) 676-3900
OH	2285	Lacefield, Morgan T.		2405 Belmont Street,	Bellaire	43906	(330) 872-2011
OH	2287	Jordan, Matthew P.		10 W. Broad Street,	Newton Falls	44444	(513) 779-4444
OH	2288	Metro, Louis C.		9157 Cincinnati-Columbus Rd.,	West Chester	45241	(440) 951-0300
OH	2289	Waller, Karl J.		38033 Euclid Ave. Suite #6,	Willoughby	44094	(937) 228-3030
OH	2291	Koehler, Christopher Tristan James		1450 Kuntz Road,	Dayton	45404	(440) 892-0030
OH	2292	Distin, Brian T.		26063 Detroit Rd.,	Westlake	44145	(513) 752-8030
OH	2294	Glass, John B.		830 Ohio Pike,	Cincinnati	45245	(740) 992-2124
OH	2300	Smith, Donald L. Jr.		811 W. Main St.,	Pomeroy	45769	(614) 297-0030
OH	2301	Stroud, Glen		2183 N. High St.,	Columbus	43201	(614) 459-0030
OH	2303	Edler, Brian L.		2049 Henderson Rd.,	Upper Arlington	43220	(614) 642-2444
OH	2304	Stroud, Glen		1428 N. High Street,	Columbus	43201	(614) 841-0030
OH	2305	Stroud, Glen		907 E. Dublin-Granville Road,	Columbus	43229	(614) 766-0300

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OH	2310	Edler, Brian L.		1898 Hard Road,	Columbus	43235	(614) 860-0030
OH	2313	Johnson, Adam Douglas		6144 E. Main St.,	Columbus	43213	(614) 851-0030
OH	2314	Stroud, Glen		5684 W. Broad St., Galloway Crossing	Columbus	43228	(614) 837-2220
OH	2315	Wright, Thomas F.		1027 Hill Rd. N.,	Pickerington	43147	(614) 875-8366
OH	2316	Stroud, Glen		3556 Broadway,	Grove City	43123	(614) 497-1300
OH	2319	Stroud, Glen		3350 Lockbourne Road,	Columbus	43207	(614) 771-1181
OH	2325	Stroud, Glen		3730 Main St.,	Hilliard	43026	(614) 823-4040
OH	2326	Edler, Brian L.		7397 State Rte 3, Suite C	Westerville	43082	(614) 568-4888
OH	2327	Stroud, Glen		1365 Georgesville Road,	Columbus	43228	(614) 891-3030
OH	2328	Stroud, Glen		5864 Westerville Road,	Westerville	43081	(440) 248-2030
OH	2329	Qureshi, Muhammad Bilal		33670 Aurora Road,	Solon	44139	(740) 363-9824
OH	2330	Stroud, Glen		90 W. William Street,	Delaware	43015	(740) 383-3030
OH	2331	Stroud, Glen		538 E. Center Street,	Marion	43302	(937) 642-4111
OH	2332	Wright, Thomas F.		840 Delaware Avenue,	Marysville	43040	(937) 845-0202
OH	2334	Thomas, Benjamin J.		331 S. Main Street,	New Carlisle	45344	(614) 761-0111
OH	2335	Stroud, Glen		8 E. Bridge Street,	Dublin	43017	(937) 592-1005
OH	2336	DePugh, Steve		509 S Main St,	Bellefontaine	43311	(513) 677-1900
OH	2337	Metro, Louis C.		3159 Montgomery Rd.,	Loveland	45140	(937) 325-5521
OH	2340	DePugh, Steve		417 W. McCreight,	Springfield	45504-1603	(937) 390-3260
OH	2341	DePugh, Steve		1045 Villa Road,	Springfield	45503-1402	(937) 323-5541
OH	2342	DePugh, Steve		1554 E. Main St.,	Springfield	45503	(937) 667-8114
OH	2343	DePugh, Steve		937 W Main St,	Tipp City	45371	(937) 652-2155
OH	2346	DePugh, Steve		766 Scioto,	Urbana	43078-2148	(937) 778-0242
OH	2347	DePugh, Steve		120 N. Sunset Dr., Suite A,	Piqua	45356	(937) 339-9421
OH	2348	Wasouf, Yasar N.		937 W. Main St.,	Troy	45373	(419) 227-0667
OH	2349	DePugh, Steve		1450 N. Cole St.,	Lima	45801	(937) 298-3030
OH	2350	Koehler, Christopher Tristan James		531 Wilmington Avenue,	Dayton	45420-1865	(937) 275-3030
OH	2351	Koehler, Christopher Tristan James		5391 N. Dixie Dr.,	Dayton	45414	(937) 236-3030
OH	2352	Koehler, Christopher Tristan James		6583 Brandt Pike,	Dayton	45424-3353	(937) 859-3030
OH	2353	Koehler, Christopher Tristan James		1219 E. Central Avenue,	Miamisburg	45342-3544	(937) 253-3030
OH	2354	Koehler, Christopher Tristan James		1240 Spinning Road,	Dayton	45432-1644	(937) 433-0968
OH	2355	Koehler, Christopher Tristan James		5293 Cornerstone North Blvd.,	Centerville	45440	(937) 294-3030
OH	2356	Koehler, Christopher Tristan James		5103 Springboro Pike,	W. Carrollton	45459	(937) 278-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OH	2357	Taylor, Tony Jay		3512 W. Siebenthaler Ave.,	Dayton	45406	(937) 898-7000
OH	2359	Koehler, Christopher Tristan James		26 E. National Road,	Vandalia	45377-2130	(937) 878-3030
OH	2360	Koehler, Christopher Tristan James		1258 Kauffman Ave.,	Fairborn	45324-3801	(937) 427-3030
OH	2361	Koehler, Christopher Tristan James		3320 Dayton Xenia Rd,	Beaver Creek	45432	(937) 372-9282
OH	2362	Koehler, Christopher Tristan James		17 North Allison Avenue,	Xenia	45385	(937) 258-3030
OH	2363	Koehler, Christopher Tristan James		2 N. Smithville Road,	Dayton	45403-1734	(937) 434-8999
OH	2364	Koehler, Christopher Tristan James		885 E. Franklin St.,	Centerville	45459-5617	(937) 832-1336
OH	2365	Koehler, Christopher Tristan James		590 S. Main St.,	Englewood	45315	(937) 277-3030
OH	2366	Taylor, Tony Jay		1800 N. Main Street,	Dayton	45405	(937) 263-3030
OH	2367	Taylor, Tony Jay		4399 W. 3rd Street,	Dayton	45417	(937) 297-3030
OH	2368	Koehler, Christopher Tristan James		2533 Wilmington Pike,	Dayton	45403	(513) 932-1431
OH	2369	Metro, Louis C.		915 N Broadway,	Lebanon	45036-1308	(513) 661-8588
OH	2370	Glass, John B.		6011 Glenway Ave.,	Cincinnati	45211	(513) 751-6262
OH	2371	Glass, John B.		2901 Vine St.,	Cincinnati	45219	(513) 521-8001
OH	2372	Schmidt, Gerald L. Jr.		7764 Colerain Suite C,	Cincinnati	45239	(513) 271-3030
OH	2373	Glass, John B.		7720 Laurel Avenue,	Madeira	45243-2607	(513) 396-7400
OH	2375	Glass, John B.		3915 Montgomery,	Norwood	45212-3719	(513) 321-7770
OH	2377	Duvall, Jeffrey S.		3250 Brotherton Rd.,	Cincinnati	45209-1314	(513) 474-3601
OH	2379	Glass, John B.		8460 Beechmont Ave.,	Cincinnati	45245	(513) 423-1212
OH	2380	Metro, Louis C.		4600 Roosevelt Blvd.,	Middletown	45044	(513) 939-2333
OH	2381	Metro, Louis C.		975 Symmes Ave.,	Fairfield	45014	(513) 863-4004
OH	2382	Metro, Louis C.		1440 Haldimond Ave.,	Hamilton	45013	(513) 863-1500
OH	2383	Metro, Louis C.		1987 S. Erie Blvd.,	Hamilton	45011	(513) 422-2700
OH	2384	Metro, Louis C.		606 N. University Boulevard,	Middletown	45042	(419) 222-3030
OH	2387	DePugh, Steve		2400 Cable Court,	Lima	45805	(937) 748-2212
OH	2389	Metro, Louis C.		205 N. Main St.,	Springboro	45066	(937) 746-0256
OH	2391	Metro, Louis C.		1008 E. Second Street,	Franklin	45005	(513) 524-6262
OH	2396	Glass, John B.		431 S. Locust St.,Suite 104	Oxford	45056	(330) 828-0238
OH	2397	Burrow, Brian D.		216 Mill Street,	Dalton	44618	(330) 673-6360
OH	2401	Graves, Susan L.		1413 S. Water Street,	Kent	44240	(419) 353-6342
OH	2402	Omlor, Michael V.		215 E. Wooster St. #8,	Bowling Green	43402	(440) 437-3030
OH	2403	Qureshi, Muhammad Bilal		25 E. Main St.,	Orwell	44076	(330) 376-2223
OH	2404	Short, Christopher J.		730 E. Market St.,	Akron	44305	(419) 423-3333

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OH	2406	Edler, Brian L.		806 N. Main St.,	Findlay	45840	(419) 424-0000
OH	2407	Edler, Brian L.		1909 Tiffin Ave.,	Findlay	45840	(419) 519-9999
OH	2411	Edler, Brian L.		327 S. Main Street,	Bryan	43506	(419) 960-2992
OH	2412	Edler, Brian L.		1804 E. Perry St.,	Port Clinton	43452	(419) 386-0000
OH	2414	Edler, Brian L.		240 W. Alexis,Unit E	Toledo	43612	(419) 232-2640
OH	2418	Omlor, Michael V.		301 Towne Center Blvd,	Van Wert	45891	(419) 782-2383
OH	2420	Omlor, Michael V.		847 S. Clinton St.,	Defiance	43512-2249	(513) 451-8880
OH	2430	Glass, John B.		5083 Delhi Pike,	Cincinnati	45238	(513) 821-1700
OH	2431	Glass, John B.		8834 Reading Rd.,	Reading	45215	(937) 378-9191
OH	2432	Glass, John B.		605 Mt. Orab Pike,	Georgetown	45121	(513) 921-9700
OH	2434	Glass, John B.		3725 Warsaw Ave.,	Cincinnati	45205	(513) 367-5800
OH	2435	Phelps, Richard W.		1166 Harrison Avenue,	Harrison	45030	(419) 332-2233
OH	2436	Edler, Brian L.		1830 W. State St.,	Fremont	43420	(440) 599-8800
OH	2439	McNicholas, Robert		226 Broad Street,	Conneaut	44030	(440) 323-9050
OH	2444	Gfell, Stephen L.		580 Chestnut Commons Dr.,	Elyria	44035	(330) 245-1444
OH	2446	Waller, Karl J.		4037 South Main Street,	Akron	44319	(216) 478-0220
OH	2448	Qureshi, Muhammad Bilal		20950 Libby Road (1/18/19-address issue see LDu	Maple Heights	44137	(440) 734-2922
OH	2450	Distin, Brian T.		25044 Lorain Rd.,	North Olmsted	44070	(440) 333-5544
OH	2451	Francis, Saide S.		21154 Lorain Rd.,	Fairview Park	44126	(440) 891-0030
OH	2453	Satterwhite, Anthony D.		One Berea Commons #2,	Berea	44017	(440) 572-0444
OH	2454	Satterwhite, Anthony D.		15034 Pearl Rd.,	Strongsville	44136	(216) 941-0300
OH	2456	Short, Christopher J.		10803 Lorain Ave.,	Cleveland	44111	(216) 221-0030
OH	2458	Distin, Brian T.		14212 Detroit Ave.,	Lakewood	44107	(440) 960-1898
OH	2462	Gfell, Stephen L.		2229 Kresge Dr.,	Amherst	44001	(440) 290-9991
OH	2464	Waller, Karl J.		7250 Center Street,	Mentor	44060	(440) 327-0227
OH	2467	Gfell, Stephen L.		35108 Center Ridge Road,	North Ridgeville	44039	(513) 398-0046
OH	2469	Metro, Louis C.		311 Reading Rd,	Mason	45040-1567	(330) 296-5559
OH	2474	Stephens, Terry		302 E. Main Street,	Ravenna	44266	(330) 680-7900
OH	2476	Short, Christopher J.		1937 W. State Street,	Alliance	44601	(330) 779-1055
OH	2477	Jali, Ammar		3065 Belmont Avenue,	Liberty Township	44505	(330) 626-5999
OH	2482	Brown, Lance A.		9380 State Route 43 (DO NOT SEND MAIL TO TH	Streetsboro	44241	(440) 992-6060
OH	2485	McNicholas, Robert		5817 Main Ave,	Ashtabula	44004	(513) 831-1234
OH	2486	Metro, Louis C.		1126 State Rte 131,	Milford	45150	(440) 352-6900

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OH	2488	Wilcox, Gerald D.		51 W. Walnut St.,	Painesville	44077	(440) 466-6060
OH	2489	McNicholas, Robert		164 N. Broadway,	Geneva	44041	(740) 392-3030
OH	2497	Johnson, Adam Douglas		22021 Coshocton Road,	Howard	43028	(614) 471-2222
OH	2609	Graves, Susan L.		5079 North Hamilton Road,	Gahanna	43230	(330) 468-6921
OH	2628	Verma, Sunil Kumar		419 W. Aurora Road,	Sagamore Hills	44067	(330) 877-1111
OH	2629	Graves, Susan L.		849 W. Maple Street,	Hartville	44632	(330) 875-5555
OH	2669	Graves, Susan L.		520 West Main Street,	Louisville	44641	(614) 358-2888
OH	2676	Stroud, Glen		553 W. Main Street,	Plain City	43064	(419) 447-4992
OH	2677	Edler, Brian L.		240 W. Market,	Tiffin	44883	(513) 521-0301
OH	2678	Duvall, Jeffrey S.		9182 Winton Rd.,	Cincinnati	45231	(330) 682-5000
OH	2679	Gfell, Stephen L.		139 Hostetler,	Orrville	44667	(513) 241-4900
OH	2681	Glass, John B.		28 W. 4th St.,	Cincinnati	45202	(330) 477-9999
OH	2682	Graves, Susan L.		4140 Tuscarawas St. W.,	Canton	44708	(330) 634-0000
OH	2683	Graves, Susan L.		147 Northwest Ave.,	Tallmadge	44278	(937) 459-4178
OH	2684	DePugh, Steve		515 Wagner Ave.,	Greenville	45331	(330) 830-8888
OH	2685	Graves, Susan L.		155 Lincoln Way W., Suite 111-B,	Massillon	44647	(740) 527-3700
OH	2686	Edler, Brian L.		1000 Hebron Road,	Heath	43056	(614) 384-0330
OH	2687	Stroud, Glen		342 E. Gay St.,	Columbus	43215	(330) 342-3030
OH	2688	Graves, Susan L.		4963 Darrow Road, Suite 200,	Stow	44224	(216) 236-6933
OH	2689	Satterwhite, Anthony D.		7406 Broadview Rd.,	Parma	44134	(614) 384-0555
OH	2691	Edler, Brian L.		1035 Polaris Parkway,	Columbus	43240	(440) 934-0909
OH	2692	Gfell, Stephen L.		5322 Cobblestone Road,	Sheffield Villiage	44035	(330) 220-0001
OH	2693	Gfell, Stephen L.		3868 Center Rd.,	Brunswick	44212	(330) 722-1003
OH	2694	Gfell, Stephen L.		1209 North Court Street,	Medina	44256	(440) 774-3033
OH	2695	Gfell, Stephen L.		155 South Main Street,	Oberlin	44074	(740) 984-1700
OH	2696	Baker, Christopher J.		527 5th Street,Dietz Shopping Center	Beverly	45715	(419) 874-9929
OH	2697	Omlor, Michael V.		154 E. South Boundary, Suite 10,	Perrysburg	43551	(614) 586-8988
OH	9750	Johnson, Adam Douglas		3323 East Broad Street,	Columbus	43213	(513) 855-3330
OH	9751	Metro, Louis C.		368 S. Main St.,	Waynesville	45068	(513) 923-9900
OH	9752	Glass, John B.		9918 Colerain Ave.,	Cincinnati	45251	(419) 381-6881
OH	9753	Edler, Brian L.		5358 Airport Hwy.,	Toledo	43615	(419) 578-3330
OH	9754	Edler, Brian L.		1440 Secor Road, Suite 120J,	Toledo	43607	(330) 953-3100
OH	9755	Jali, Ammar		813 Boardman Poland Rd.,	Boardman	44512	(330) 932-1050

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OH	9756	Jali, Ammar		16041 ST Route 170, Suite 2,	Calcutta	43920	(419) 609-2085
OH	9758	Gfell, Stephen L.		One Cedar Point Drive,	Sandusky	44870	(740) 852-5555
OH	9759	Graves, Susan L.		1082-1084 Eagleton Blvd.,	London	45402	(614) 826-6888
OH	9760	Stroud, Glen		2185 Riverside Drive,	Columbus	43221	(567) 264-4208
OH	9761	Omlor, Michael V.		2256 Scott St.,	Napoleon	43545	(330) 923-3030
OH	9765	Graves, Susan L.		2110 State Road,	Cuyahoga Falls	44223	(216) 302-7473
OH	9766	Waller, Karl J.		1994 Warrenville Center,	South Euclid	44121	(513) 818-4388
OH	9767	Duvall, Jeffrey S.		4774 Cornell Road,	Blue Ash	45241	(419) 481-9888
OH	9768	Edler, Brian L.		1734 Laskey Road, Ste A,	Toledo	43613	(419) 540-4888
OH	9769	Edler, Brian L.		6819 Central Ave.,	Sylvania	43617	(330) 954-9594
OH	9770	Qureshi, Muhammad Bilal		38 South Aurora Road, Unit D,	Aurora	44202	(330) 544-0000
OH	9771	Jali, Ammar		5580 Youngstown Warren Road, Suite 5,	Niles	44446	(614) 845-0700
OH	9772	Johnson, Adam Douglas		6928 East Broad Street,	Columbus	43213	(567) 343-6200
OH	9773	Edler, Brian L.		2801 Woodville Road,	Northwood	43619	(419) 435-5000
OH	9774	Edler, Brian L.		255 W. South St.,	Fosteria	44830	(580) 255-2555
OK	6400	Loehr, Michael Anthony		806 North Highway 81,	Duncan	73533	(580) 376-4040
OK	6401	Mekonnen, Mac A.		2019 S.E. Washington,	Idabel	75745	(580) 357-0484
OK	6402	Loehr, Michael Anthony		1116 W. Gore Blvd.,	Lawton	73501	(580) 248-7480
OK	6403	Loehr, Michael Anthony		2615 NW Cache Rd.,	Lawton	73505	(405) 222-5212
OK	6409	Logan, Shari		806 South 4th Street,	Chickasha	73018	(580) 482-8120
OK	6410	Loehr, Michael Anthony		813 E. Broadway St.,	Altus	73521	(918) 553-1127
OK	6411	Wills, Orville D.		11560 N. 135th E. Ave., Suite 101-C,	Owasso	74055	(918) 341-5555
OK	6412	Hall, John E. II		301 S. Lynn Riggs Blvd.,	Claremore	74017	(405) 670-5767
OK	6420	Dolan, Charles S.		5101 SE 29th St.,	Del City	73115	(405) 525-8300
OK	6421	Burgat, Linda J.		2724 N. Pennsylvania Ave.,	Oklahoma City	73107	(405) 692-0303
OK	6422	Dolan, Charles S.		9356 S. Western Ave., Suite D,	Oklahoma City	73139	(580) 331-6272
OK	6423	Burgat, Linda J.		1426 W. Gary Blvd.,	Clinton	73601	(405) 442-0333
OK	6424	Dolan, Charles S.		1913 S. Green Avenue,	Purcell	73080	(405) 926-8130
OK	6425	Dolan, Charles S.		310 S. Chickasaw Street Unit A,	Paul's Valley	73075	(405) 755-3030
OK	6426	Opie, Allen J.		3445 W. Memorial Rd., Suite A,	Oklahoma City	73134	(405) 728-8864
OK	6428	Opie, Allen J.		7743 W. Hefner Road,	Oklahoma City	73162	(405) 688-4349
OK	6429	Dolan, Charles S.		2929 S. Meridian,	Oklahoma City	73108	(405) 513-5989
OK	6430	Opie, Allen J.		16325 N. May Ave., Suite A-10,	Edmond	73013	(918) 241-4444

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OK	6431	Wills, Orville D.		17 E. 34th Street,	Sand Springs	74063	(918) 747-3030
OK	6432	Hall, John E. II		7020 E. Admiral Place,	Tulsa	74115	(405) 350-1451
OK	6435	Opie, Allen J.		120 W. Vandament Ave., Ste. A & Ste. B,	Yukon	73099	(405) 817-0010
OK	6436	Dolan, Charles S.		3360 S. Harrah Road,	HARRAH	73045	(405) 573-2000
OK	6439	Dolan, Charles S.		1262 N. Interstate Dr.,	Norman	73072	(405) 329-8181
OK	6440	Dolan, Charles S.		1236 Alameda St., Ste. 200,	Norman	73071	(580) 306-9500
OK	6441	Mekonnen, Mac A.		511 South Park Drive,Suite B	Broken Bow	74728	(405) 793-1988
OK	6443	Dolan, Charles S.		115 & 117 S. Eastern Ave.,	Moore	73160	(918) 528-5770
OK	6444	Hall, John E. II		13601 S. Hwy 75,	Glenpool	74033	(405) 681-9525
OK	6445	Dolan, Charles S.		1325 SW 44th St.,	Oklahoma City	73119	(405) 670-6000
OK	6446	Dolan, Charles S.		1514 SE 44th St., Suite A,	Oklahoma City	73129	(405) 806-7500
OK	6447	Dolan, Charles S.		859 W. State Hwy 152,	Mustang		(405) 340-0300
OK	6448	Hall, John E. II		1204 W. Danforth Rd.,	Edmond	73003	(580) 226-6330
OK	6450	Mekler, John T.		201 N. Commerce,Suite A	Ardmore	73401	(405) 878-0880
OK	6451	Jones, Robert W.		1600 N. Kickapoo St.,	Shawnee	74804	(580) 436-5361
OK	6452	Mekler, John T.		908 Arlington Center,	Ada	74820	(918) 426-6410
OK	6453	Mekler, John T.		1200B East Carl Albert Pkw,	Mcalester	74501	(580) 924-1350
OK	6454	Mekler, John T.		1436 W. University Blvd.,	Durant	74701	(405) 733-5224
OK	6455	Dolan, Charles S.		7114 SE 15th Street,	Midwest City	73110	(405) 495-3013
OK	6456	Burgat, Linda J.		4401 N. MacArthur Blvd. Suite A,	Warr Acres	73122	(580) 771-3800
OK	6457	Loehr, Michael Anthony		6412 NW Cache Rd,	Lawton	73501	(405) 673-1099
OK	6458	Opie, Allen J.		7115 NW 150th,Suite 7	Oklahoma City	73142	(405) 624-3030
OK	6460	Hall, John E. II		1524 North Boomer,	Stillwater	74075	(580) 765-5305
OK	6461	Lessert, Kelly Wade		506 S.14th St.,	Ponca City	74601	(580) 242-2004
OK	6465	Lessert, Kelly Wade		1119 S. Van Buren Street,	Enid	73703	(918) 446-4444
OK	6467	Wills, Maria D.		5108 W. 33rd St.,	Tulsa	74107	(918) 251-3030
OK	6469	Hall, John E. II		2216 W. Houston St.,	Broken Arrow	74012	(580) 302-5200
OK	6470	Burgat, Linda J.		2121 E. Main St. Suite 6,	Weatherford	73096	(918) 438-5333
OK	6471	Hall, John E. II		3151 S. Garnett,	Tulsa	74146	(918) 791-0202
OK	6472	Hall, John E. II		2 W. 3rd St,	Grove	74344	(918) 921-3465
OK	6473	Hall, John E. II		3866 S. Sheridan Rd.,	Tulsa	74145	(918) 298-3030
OK	6474	Hall, John E. II		2828 East 91st Street,Suite F	Tulsa	74137	(918) 582-3030
OK	6475	Hall, John E. II		16 W. 4th St.,	Tulsa	74103	(918) 224-4444

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OK	6476	Wills, Maria D.		1 N. Mission St.,	Sapulpa	74066	(918) 721-0330
OK	6477	Landthrip, William Mack Jr.		3090 N. Broadway St., Suite 100	Poteau	74953	(918) 335-1300
OK	6478	Hall, John E. II		3800 Tuxedo Blvd.,	Bartlesville	74006	(918) 682-5888
OK	6480	Mekler, John T.		603 E. Okmulgee,	Muskogee	74403	(405) 584-4544
OK	6481	Jones, Robert W.		522 N Milt Phillips St,	Seminole	74868	(918) 207-1444
OK	6482	Jones, Robert W.		1004 S. Muskogee Ave.,	Tahlequah	74464	(918) 957-5418
OK	6485	Hall, John E. II		620 W. New Orleans St.,	Broken Arrow	74012	(918) 272-1144
OK	6487	Wills, Maria D.		7703 N. Owasso Expressway, Suite 1,	Owasso	74055	(918) 481-6030
OK	6488	Hall, John E. II		7201 S. Memorial Dr.,	Tulsa	74133	(918) 747-6600
OK	6490	Hall, John E. II		1408 S. Harvard,	Tulsa	74112	(918) 369-3500
OK	6498	Hall, John E. II		12800 S. Memorial,	Bixby	74008	(405) 745-6900
OK	6499	Dolan, Charles S.		1337 E. State Highway 152, Suite #119	Mustang	73064	(405) 478-7400
OK	9650	Opie, Allen J.		13520 N. Eastern Ave., Suite A,	Oklahoma City	73131	(918) 542-4000
OK	9651	Elwell, Emily E.		1315 N. Main St.,	Miami	74354	(405) 673-5550
OK	9652	Dolan, Charles S.		7615 N. May Avenue,	Oklahoma City	73116	(405) 212-5275
OK	9653	Dolan, Charles S.		300 E. Main Street,	Oklahoma City	73104	(405) 437-0032
OK	9654	Dolan, Charles S.		9205 NE 23rd Street,	Midwest City	73141	(405) 778-2143
OK	9655	Jones, Robert W.		1805 S. Country Club Road,	El Reno	73036	(918) 794-9444
OK	9656	Hall, John E. II		2222 E. 61st Street,	Tulsa	74136	(405) 759-8825
OK	9657	Dolan, Charles S.		819 SW 19th Street, Suite 100,	Moore	73160	(918) 756-1700
OK	9658	Hall, John E. II		1110 S. Wood Dr.,	Okmulgee	74447	(405) 928-0029
OK	9659	Dolan, Charles S.		3056 S. Classen Blvd., Unit A,	Norman	73071	(405) 282-2410
OK	9660	Lessert, Kelly Wade		1726 South Division Street,	Guthrie	73044	(405) 732-0618
OK	9661	Dolan, Charles S.		7410 Patrol Rd., Bldg. 1107,	Tinker AFB	73145	(580) 297-5310
OK	9662	Lessert, Kelly Wade		1129 West Willow,	Enid	73703	(580) 303-7888
OK	9663	Jones, Robert W.		1029 W. Third St.,	Elk City	73644	(918) 615-3315
OK	9664	Hall, John E. II		2550 E. Kenosha St.,	Broken Arrow	74014	(541) 459-0257
OR	7200	Howard, Brian W.		779 W. Central Ave.,	Sutherlin	97479	(541) 758-3030
OR	7201	Hamilton, Troy C.		2455 NW Monroe Ave.,	Corvallis	97330	(503) 836-9500
OR	7202	Hamilton, Troy C.		310 Main St. E.,	Monmouth	97361	(503) 390-7712
OR	7203	Vandenberg, Bruce M.		4384 River Road N.,	Keizer	97303	(503) 585-8700
OR	7204	Vandenberg, Bruce M.		3223 Silverton Rd. N.E.,	Salem	97301	(541) 917-3344
OR	7205	Hamilton, Troy C.		2409 Pacific Blvd.,	Albany	97321	(503) 649-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OR	7206	Hamilton, Troy C.		17531 SW Tualatin Valley Hwy.,	Beaverton	97007	(503) 626-3030
OR	7207	Hamilton, Troy C.		10081 SW Nimbus Ave.,	Beaverton	97008	(503) 364-8875
OR	7208	Hammer, Timothy R.		3402 Commercial Street SE,	Salem	97302	(503) 362-3030
OR	7209	Vandenberg, Bruce M.		411 Lancaster Drive NE,	Salem	97301	(541) 255-2202
OR	7210	Cates, Daniel P.		4105 Main Street,	Springfield	97478	(541) 343-3030
OR	7211	Cates, Daniel P.		2621 Willamette Street,	Eugene	97405	(541) 461-0842
OR	7212	Cates, Daniel P.		1965 River Rd.,	Eugene	97404	(541) 746-3030
OR	7213	Cates, Daniel P.		1812 5th St.,	Springfield	97477	(541) 296-7000
OR	7214	Poe, Dennis		804 E. 2nd St.,	The Dalles	97058	(541) 386-7600
OR	7215	Poe, Dennis		2025 Cascade Ave., Suite 102,	Hood River	97031	(541) 255-2284
OR	7216	Cates, Daniel P.		1690 Coburg Road,	Eugene	97401	(503) 203-1233
OR	7217	Hamilton, Troy C.		10200 SW Park Way,	Portland	97225	(503) 844-7000
OR	7218	Hamilton, Troy C.		1991 NE Cornell Road, Suite 110,	Hillsboro	97124	(503) 639-3300
OR	7219	Hamilton, Troy C.		13815 SW Pacific Hwy., Suite 10	Tigard	97223	(541) 844-3555
OR	7220	Cates, Daniel P.		3540 West 11th Avenue,	Eugene	97402	(458) 231-8001
OR	7221	Marx, Bryan William		174 NE Combs Flat Rd Suite 101,	Prineville	97754	(503) 538-7777
OR	7222	Kasuba, Tina K.		717 East 1st Street,	Newberg	97132	(503) 981-3718
OR	7223	Vandenberg, Bruce M.		383 North Pacific Highway,	Woodburn	97071	(971) 277-2100
OR	7224	Vandenberg, Bruce M.		17302 NE Halsey,	Gresham	97230	(503) 659-4950
OR	7226	Schaeffer, Clint R.		14621 SE McLoughlin Blvd.,	Milwaukie	97267	(541) 546-1555
OR	7228	Poe, Dennis		1495 SW Highway 97,	Madras	97202	(503) 221-1556
OR	7229	Kealer, Scott A.		1981 SW 4th Ave.,	Portland	97201	(503) 285-4691
OR	7230	Ashdown, Jeromy		4908 N Lombard,	Portland	97203	(503) 231-4352
OR	7231	Farmer, Patrick D.		2020 SE Division,	Portland	97202	(503) 253-4848
OR	7232	Vandenberg, Bruce M.		1600 SE 122nd Ave.,	Portland	97233	(503) 249-6986
OR	7233	Vandenberg, Bruce M.		3545 NE 82nd Ave.,	Portland	97220	(503) 659-5585
OR	7234	Schaeffer, Clint R.		10586 SE 32nd Ave.,	Milwaukie	97222	(503) 774-9855
OR	7235	Hausinger, Joseph Allan		4103 SE 82nd Ave.,	Portland	97266	(503) 284-5666
OR	7236	Farmer, Patrick D.		3622 NE Sandy Blvd.,	Portland	97232	(971) 350-0808
OR	7237	Kealer, Scott A.		10075 SW Barbur Blvd., Suite 7,	Portland	97219	(503) 252-7700
OR	7238	Poe, Dennis		6922 NE Glisan,	Portland	97213	(503) 666-3000
OR	7239	Vandenberg, Bruce M.		2323 SE 182nd Ave.,	Portland	97233	(503) 557-7500
OR	7240	Schaeffer, Clint R.		956 Molalla Ave.,	Oregon City	97045	(541) 637-0515

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
OR	7241	Howard, Brian W.		160 NW Main St.,	Winston	97496	(503) 470-4466
OR	7242	Farmer, Patrick D.		300 S. Roosevelt Unit 7, 8, 9,	Seaside	97138	(503) 667-3030
OR	7243	Vandenberg, Bruce M.		2870 B NE Hogan Dr.,	Gresham	97030	(503) 836-9600
OR	7244	Farmer, Patrick D.		1619 Marine Dr.,	Astoria	97103	(541) 673-2222
OR	7245	Howard, Brian W.		817 W. Harvard Ave.,	Roseburg	97471	(503) 434-4300
OR	7246	Hammer, Timothy R.		635 NE Highway 99W, Space B	McMinnville	97128	(503) 645-0030
OR	7247	Hamilton, Troy C.		16155 NW Cornell Rd., Suite 350,	Beaverton	97006	(503) 992-7722
OR	7248	Kasuba, Tina K.		2835 19th Ave., Suite 200	Forest Grove	97116	(503) 353-3999
OR	7249	Vandenberg, Bruce M.		10117 SE Sunnyside Rd., Suite #B,	Clackamas	97015	(541) 963-2261
OR	7250	Watson, Jessy R.		2212 Island Ave., Suite 420	La Grande	97850	(541) 257-5999
OR	7252	Hamilton, Troy C.		1420-A NW 9th St.,	Corvallis	97330	(503) 582-9393
OR	7253	Hamilton, Troy C.		29955 S.W. Boones Ferry Rd., #G,	Wilsonville	97070	(503) 397-3030
OR	7254	Orr, David E.		2012 Columbia Blvd.,	St. Helens	97051	(503) 266-4944
OR	7255	Hammer, Timothy R.		325 SE 1st Avenue,	Canby	97013	(503) 623-8888
OR	7256	Hammer, Timothy R.		772 Main Street,	Dallas	97338	(971) 332-1900
OR	7258	Hamilton, Troy C.		1080 N. 1st St.,	Stayton	97383	(541) 504-5577
OR	7259	Droege, J. Chris		1604 S. Highway 97,	Redmond	97756	(541) 982-6200
OR	7261	Hodges, Jerry D.		190 Johnson Avenue,	Coos Bay	97420	(541) 538-2967
OR	7262	Anderson, Shane H.		10586 Highway 62 #B,	Eagle Point	97504	(541) 622-8174
OR	7263	Anderson, Shane H.		2336 Crater Lake Ave.,	Medford	97504	(541) 697-4992
OR	7264	Anderson, Shane H.		30 Freeman Ct.,	Central Point	97502	(541) 388-4681
OR	7265	Droege, J. Chris		235 SE Yew Lane,	Bend	97702	(541) 276-8800
OR	7266	Schweigart, Tandy		1211 SW Emigrant,	Pendleton	97801	(541) 567-4000
OR	7267	Poe, Dennis		115 E. Highland Ave., Ste. B,	Hermiston	97838	(503) 925-8282
OR	7268	Jones, Alaura Heather		16555 NW 12th St., Suite A,	Sherwood	97140	(541) 472-8601
OR	7270	Anderson, Shane H.		407 NE "E" Street,	Grants Pass	97526	(541) 269-1000
OR	7275	Hodges, Jerry D.		3440 Ocean Blvd. SE,	Coos Bay	97420	(541) 942-1100
OR	7288	Christner, Todd W.		225 N. 14th St.,	Cottage Grove	97424	(541) 884-3000
OR	7292	Anderson, Shane H.		2967 Washburn Way, Suite A,	Klamath Falls	97603	(541) 245-2682
OR	7297	Anderson, Shane H.		51 East Stewart Avenue, Suite 103,	Medford	97501	(503) 908-7605
OR	9385	Schaeffer, Clint R.		1235 McVey, Suite C,	Lake Oswego	97034	(541) 248-1755
OR	9386	Hamilton, Troy C.		2210 S. Santiam Hwy.,	Lebanon	97355	(541) 901-3030
OR	9387	Hodges, Jerry D.		2775 Highway 101, Suite A,	Florence	97439	(503) 543-1700

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OR	9389	Ashdown, Jeromy		33444 Havlik Road,	Scappoose	97056	(503) 747-7134
OR	9390	Hamilton, Troy C.		15000 SW Barrows Road, Suite 105,	Beaverton	97007	(971) 351-3030
OR	9391	Farmer, Patrick D.		Northwest Corporate Park 10,3275a NW 29th Ave	Portland	97210	(971) 599-2208
OR	9392	Hammer, Timothy R.		5680 Commercial Street SE, Suite #110,	Salem	97306	(971) 273-1234
OR	9393	Hammer, Timothy R.		590 Taggart Drive NW, Suite 110,	Salem	97304	(503) 994-0011
OR	9394	Farmer, Patrick D.		1546 SE Ensign Lane,	Warrenton	97146	(541) 264-4044
OR	9395	Farmer, Patrick D.		34 South Coast Highway,	Newport	97365	(503) 783-8100
OR	9396	Hamilton, Troy C.		7066 SW Nyberg St.,	Tualatin	97062	(971) 343-1300
OR	9397	Hamilton, Troy C.		703 McClaine Street, Suite G,	Silverton	97381	(610) 367-1775
PA	3273	Jali, Ammar		832 E. Philadelphia Ave.,	Boyertown	19512	(412) 881-2961
PA	3275	Knoblock, Leonard L.		3300-A Saw Mill Run Blvd.,	Brentwood	15227	(610) 998-1444
PA	3277	Khan, Mohammad S.		2233 Baltimore Pike,	Oxford	19363	(215) 331-8000
PA	3278	Khan, Mohammad S.		8914-54 Frankford Avenue,	Philadelphia	19136	(215) 427-3000
PA	3280	Coskun, Murat		3400 Aramingo Ave.,	Philadelphia	19134	(570) 223-5050
PA	3284	Bhullar, Khushminder S.		900 Business Drive, Suite 101,	East Stroudsburg	18302	(215) 457-5000
PA	3286	Coskun, Murat		4229-35 N. Broad Street,	Philadelphia	19140	(724) 966-2430
PA	3288	Milne, R. Courtney		104 Carmichaels Plz,	Carmichaels	15320	(717) 581-5200
PA	3292	Mikhail, Michael		1611 Manheim Pike,	Lancaster	17601	(215) 549-2112
PA	3294	Coskun, Murat		5733 North Broad Street,	Philadelphia	19141	(814) 230-9170
PA	3355	Baldwin, Adam P.		609 Pennsylvania Ave. E,	Warren	16365	(570) 839-0444
PA	4059	Bhullar, Khushminder S.		1235 Pocono Blvd.,	Mt. Pocono	18344	(610) 863-8600
PA	4069	Morris, William R.		1341 Blue Valley Dr.,	Pen Argyl	18072	(570) 374-5665
PA	4072	Fern, Laura D.		327 N. Market St.,	Selinsgrove	17870	(570) 759-3100
PA	4073	Kramer, Melissa S.		906 N. Market St,	Berwick	18603	(724) 581-4646
PA	4074	Ali, Khurram S.		2652 Darlington Road,Unit #80	Beaver Falls	15010	(724) 620-0123
PA	4076	Garcia, David P.		511 N. Pittsburgh St.,	Connellsville	15425	(610) 966-9800
PA	4079	Khan, Mohammad S.		171 W. Main Street,The Shoppes At Macungie	Macungie	18062	(570) 426-7007
PA	4080	Bhullar, Khushminder S.		314 Lincoln Ave.,	East Stroudsburg	18301	(570) 668-4000
PA	4081	Bhullar, Khushminder S.		231 Claremont Ave.,	Tamaqua	18252	(717) 337-9117
PA	4082	Barrick, Todd O.		500 York St.,	Gettysburg	17325	(610) 558-9088
PA	4083	Khan, Mohammad S.		991 Baltimore Pike,	Glen Mills	19342	(215) 453-8440
PA	4084	Bolger, Thomas C.		1145 N. 5th Street,	Perkasie	18944	(570) 383-3000
PA	4085	Gollhardt, Seth R.		1578 Main Street,	Peckville	18452	(717) 898-9600

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PA	4086	Milne, R. Courtney		903 Nissley Road,	Lancaster	17601	(215) 230-0988
PA	4087	Bolger, Thomas C.		620 N. Main St.,	Doylestown	18901	(724) 776-6166
PA	4088	Ali, Khurram S.		20455 Route 19,	Cranberry Township	16066	(215) 654-9000
PA	4089	Khan, Mohammad S.		1115 S. Bethlehem Pike,	Ambler	19002	(814) 781-7100
PA	4091	Port, Sheldon R. Jr.		816 S. Saint Marys St.,	Saint Marys	15857	(610) 527-3434
PA	4092	Khan, Mohammad S.		1215 Lancaster Ave.,	Rosemont	19010	(215) 633-9100
PA	4093	Jali, Ammar		2615 Street Rd.,	Bensalem	19020	(717) 235-6500
PA	4096	Berrick, Todd O.		548 S. Main St.,	Shrewsbury	17361	(610) 385-0000
PA	4097	Jali, Ammar		1139 Ben Franklin Hwy W,Suite 101	Douglassville	19518	(814) 682-7424
PA	4407	Port, Sheldon R. Jr.		5530 E. Pleasant Valley Blvd.,	Tyrone	16686	(814) 644-7444
PA	4409	Port, Sheldon R. Jr.		1301 Moore St.,	Huntingdon	16652	(570) 742-0100
PA	4412	Bhullar, Khushminder S.		5120 State Route 405,	Milton	17847	(724) 752-0752
PA	4415	Ali, Khurram S.		162 Portersville Road,	Ellwood City	16117	(412) 432-3232
PA	4418	Anis, Furqan		1001 East Carson St.,	Pittsburgh	15203	(610) 261-2400
PA	4427	Khan, Mohammad S.		971 Main St.,	Northampton	18067	(215) 723-8380
PA	4428	Dawson, Jason J.		111 E. Broad St.,	Souderton	18964	(570) 675-2900
PA	4429	Gollhardt, Seth R.		2834 Memorial Hwy., Unit 1,	Dallas	18612	(724) 430-3030
PA	4433	Khurram, Raja M.		307 Morgantown St.,	Uniontown	15401	(717) 597-1099
PA	4437	Clise, Michael W.		530 North Antrim Way,	Greencastle	17225	(215) 379-0800
PA	4447	Coskun, Murat		503 Fox Chase Rd.,	Hollywood	19046	(570) 748-3100
PA	4448	Gregory, James N.		203 Jay Street,	Lock Haven	17745	(724) 349-7310
PA	4700	Port, Sheldon R. Jr.		1176 Grant Street,	Indiana	15701-3549	(814) 269-2178
PA	4702	Port, Sheldon R. Jr.		1200 Scalp Ave.,	Johnstown	15904	(724) 539-3278
PA	4703	Port, Sheldon R. Jr.		3960 Rt.30, Suite 102,	Latrobe	15650	(814) 371-3300
PA	4704	Gregory, James N.		100 North Main Street,	Du Bois	15801	(412) 681-2024
PA	4708	Malik, Naveed		4631 Center Ave.,	Pittsburgh	15213	(412) 824-8700
PA	4709	Malik, Naveed		2600 Ardmore Blvd.,	Pittsburgh	15221	(412) 361-4747
PA	4710	Malik, Naveed		119 N. Sheridan Ave.,	Pittsburgh	15206	(412) 505-8187
PA	4713	Khan, Shariq		6518 Steubenville Pike,	Pittsburgh	15205	(814) 443-1000
PA	4714	Port, Sheldon R. Jr.		253 Plank Road,	Somerset	15501	(814) 535-3030
PA	4717	Port, Sheldon R. Jr.		312 Goucher St.,	Johnstown	15905	(610) 569-9000
PA	4720	Khan, Mohammad S.		8537 Allentown Pike,Suite 2&3	Blandon	19510	(610) 484-4404
PA	4721	Khan, Mohammad S.		810 Oley Street,Building 4	Reading	19604	(724) 794-1599

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PA	4725	Disman, Robert W.		149 N. Main St.,	Slippery Rock	16057	(724) 856-3090
PA	4728	Ali, Khurram S.		3447 Wilmington Road,	New Castle	16105	(814) 226-4060
PA	4735	Gregory, James N.		865 Main St.,	Clarion	16214	(570) 654-4567
PA	4736	Gollhardt, Seth R.		200 Kennedy Blvd.,	Pittston	18640	(570) 403-9000
PA	4737	Gollhardt, Seth R.		58 S. Mountain Blvd.,Unit 1	Mountain Top	18707	(570) 586-4040
PA	4738	Gollhardt, Seth R.		1121 Northern Blvd.,	South Abington Township	18411	(717) 351-5756
PA	4739	Milne, R. Courtney		840 W. Main Street Unit 6,	New Holland	17557	(570) 644-2122
PA	4740	Sprenkel, Joseph E.		Route 61 Anthra Plaza,	Shamokin	17872	(717) 765-0199
PA	4742	Treacy, Edward W. III		614 East Main Street,	Waynesboro	17268	(717) 633-9411
PA	4743	Prouse, Donald M. Jr.		1012 Baltimore Street,	Hanover	17331	(814) 368-8900
PA	4744	Parris, William H.		15 Main St.,	Bradford	16701	(717) 632-9400
PA	4745	Prouse, Donald M. Jr.		625-D West Elm Ave,	Hanover	17331	(814) 333-4300
PA	4746	Mohtashemi, Paul M.		220 Willow St.,	Meadville	16335	(724) 473-4666
PA	4747	Ali, Khurram S.		115 Perry Highway,Suite 170	Harmony	16037	(717) 970-7000
PA	4748	Bower, John M.		133 West Lincoln Avenue,	Myerstown	17067	(610) 370-2343
PA	4749	Khan, Mohammad S.		3801 Perkiomen Ave.,	Reading	19606	(610) 376-8501
PA	4750	Khan, Mohammad S.		310 Penn St,	Reading	19602	(717) 277-7000
PA	4751	Bower, John M.		503 Cumberland Street,	Lebanon	17042	(570) 628-4400
PA	4752	Khan, Mohammad S.		300 Terry Reiley Way,	Pottsville	17901	(610) 678-7100
PA	4753	Khan, Mohammad S.		2844 Penn Avenue,	West Lawn	19609	(610) 970-2200
PA	4754	Khan, Mohammad S.		799 State Street,	Pottstown	19464	(610) 933-3030
PA	4755	Khan, Mohammad S.		253 Schuylkill Rd.,	Phoenixville	19460	(610) 746-0600
PA	4756	Morris, William R.		Laneco Plaza,859 Nazareth Pike, Bldg. C-1	Nazareth	18064	(717) 276-6000
PA	4757	Bower, John M.		1405 East Main Street,	Annville	17003	(570) 694-3030
PA	4758	Gollhardt, Seth R.		1068 Wyoming Avenue,	Wyoming	18644	(724) 347-3020
PA	4759	Jali, Ammar		797 East State Street,	Sharon	16146	(610) 897-7000
PA	4760	Khan, Mohammad S.		1350 Pottsville Pike,	Shoemakersville	19555	(814) 237-1414
PA	4761	Spalsbury, Curt E.		1100 North Atherton Street, Building #1,	State College	16803	(570) 322-2022
PA	4762	Bhullar, Khushminder S.		1311 Washington Blvd.,	Williamsport	17701	(814) 944-6000
PA	4763	Spalsbury, Curt E.		607 17th Street,	Altoona	16602	(570) 784-6211
PA	4764	Doebler, Donald C. II		1301 Columbia Blvd.,Bloom Plaza, Suite 1	Bloomsburg	17815	(570) 455-2000
PA	4765	Bhullar, Khushminder S.		800-806 N. Church St.,	Hazleton	18201	(570) 524-9000
PA	4766	Bhullar, Khushminder S.		7495 Westbranch Highway,Unit #8	Lewisburg	17837	(717) 691-8111

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PA	4767	Treacy, Edward W. III		6391 Carlisle Pike,Suite 102	Mechanicsburg	17050	(717) 939-2555
PA	4768	Treacy, Edward W. III		479 Eisenhower Blvd.,	Harrisburg	17111	(814) 765-6640
PA	4769	Gregory, James N.		302 1/2 South 2nd Street,	Clearfield	16830	(610) 328-4400
PA	4770	Praizner, John C.		503 Baltimore Pike,	Springfield	19064	(610) 692-0891
PA	4771	Khan, Mohammad S.		241 E Gay St,	West Chester	19380-2762	(717) 345-2777
PA	4772	Barrick, Todd O.		312 N. Queen Street,	Littlestown	17340	(717) 779-2626
PA	4773	Barrick, Todd O.		2700 Carlisle Rd.,	Dover	17315	(717) 267-3232
PA	4775	Clise, Michael W.		408 East Queen St.,	Chambersburg	17201	(717) 251-9505
PA	4776	Clise, Michael W.		1515 Lincoln Way,	Chambersburg	17201	(717) 699-2250
PA	4778	Treacy, Edward W. III		930 S. Richland Ave. Unit 4,	York	17403	(717) 684-3006
PA	4779	Milne, R. Courtney		318 Chestnut St.,	Columbia	17512	(717) 872-9119
PA	4780	Milne, R. Courtney		519-B Leaman Avenue,	Millersville	17551	(717) 295-4500
PA	4781	Milne, R. Courtney		798-D New Holland Ave.,Grandview Plaza	Lancaster	17602	(717) 854-6650
PA	4783	Treacy, Edward W. III		351 Loucks Rd.,	York	17404	(570) 286-5621
PA	4784	Sprenkel, Joseph E.		164 Shikellamy Ave.,	Sunbury	17801	(717) 854-9515
PA	4785	Treacy, Edward W. III		1539 Mt. Rose Ave., Suite A,	York	17403	(717) 246-3084
PA	4786	Barrick, Todd O.		401 E. Broadway Suite 1,	Red Lion	17356	(610) 967-4111
PA	4787	Khan, Mohammad S.		695 State Road,	Emmaus	18049	(610) 258-7100
PA	4788	Khan, Mohammad S.		330 Washington St.,	Easton	18042-4509	(610) 865-2700
PA	4789	Morris, William R.		1353 Easton Ave.,	Bethlehem	18018	(610) 861-0440
PA	4790	Khan, Mohammad S.		19 E. Third St.,	Bethlehem	18015	(610) 709-8644
PA	4791	Khan, Mohammad S.		2-4 E. Susquehanna St.,	Allentown	18103	(610) 776-2020
PA	4792	Khan, Mohammad S.		1826 Union Boulevard,	Allentown	18103-1628	(610) 921-8118
PA	4793	Khan, Mohammad S.		3007 N. 5th Street Hwy.,	Reading	19605	(610) 432-7007
PA	4794	Khan, Mohammad S.		155 Mickley Road,	Whitehall	18052-5210	(412) 920-4747
PA	4795	Khan, Shariq		21 Foster Ave.,	Pittsburgh	15205	(215) 465-2000
PA	4796	Joarder, Mohammed Shamsuzzaman		2308 West Oregon Ave.,Unit #C	Philadelphia	19145	(717) 625-7000
PA	4797	Mikhail, Michael		733 South Broad Street,	Lititz	17543	(215) 362-8000
PA	4800	Rexha, Bashkim		804 W. Main Street,	Lansdale	19446	(610) 734-1500
PA	4803	Coskun, Murat		157 South 69th Street,	Upper Darby	19082	(610) 293-0980
PA	4806	Khan, Mohammad S.		128 W Lancaster Ave,	Wayne	19087-4002	(215) 346-3030
PA	4808	Khan, Mohammad S.		9475 Roosevelt Blvd.,	Philadelphia	19114	(610) 532-6660
PA	4809	Khan, Mohammad S.		700 E Chester Pike,	Ridley Park	19078-1405	(610) 910-2000

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PA	4810	Khan, Mohammad S.		1 Parkside Ave,	Shillington	19607	(610) 632-3030
PA	4811	Khan, Mohammad S.		143 South Gulph Road,	King of Prussia	19406	(215) 557-0940
PA	4812	Coskun, Murat		401 North 21st Street,	Philadelphia	19130-3833	(215) 592-8534
PA	4813	Coskun, Murat		716 South Street,	Philadelphia	19147-2043	(484) 496-5400
PA	4814	Coskun, Murat		150 South MacDade Blvd.,	Darby Township	19036	(215) 535-1860
PA	4815	Coskun, Murat		6391 Oxford Avenue B,	Philadelphia	19111	(215) 471-1220
PA	4816	Coskun, Murat		5716 - 5746 Baltimore Ave,	Philadelphia	19134	(570) 829-2900
PA	4820	Gollhardt, Seth R.		33 S. Wilkes-Barre Blvd.,	Wilkes-Barre	18702	(570) 283-2900
PA	4821	Gollhardt, Seth R.		515 Market St.,	Kingston	18704	(267) 998-8000
PA	4824	Rexha, Bashkim		1936 W Mcdade Blvd,	Woodlyn	19094	(215) 657-8090
PA	4825	Coskun, Murat		1009 Easton Road,	Willow Grove	19090	(610) 874-3100
PA	4826	Praizner, John C.		4233 Edgemont Avenue,	Brookhaven	19015	(610) 631-9090
PA	4827	Khan, Mohammad S.		2 N. Park Ave.,	Norristown	19403	(610) 277-2930
PA	4828	Khan, Mohammad S.		142 W Germantown Pike #B,	E. Norriton	19041	(215) 886-1300
PA	4829	Coskun, Murat		538 Mt. Carmel Ave.,	Glenside	19038	(610) 485-7070
PA	4830	Praizner, John C.		3266 Chichester Ave.,	Boothwyn	19061	(610) 906-8600
PA	4831	Khan, Mohammad S.		431 West Main Street,	Norristown	19401	(610) 380-4700
PA	4840	Khan, Mohammad S.		3201 Lincoln Highway,	Thorndale	19372	(610) 941-3030
PA	4842	Khan, Mohammad S.		107-109 W. Ridge Pike,	Conshohocken	19428-1216	(215) 295-3500
PA	4843	Jali, Ammar		833 West Trenton Avenue,	Morrisville	19067	(215) 860-0333
PA	4844	Khan, Mohammad S.		43 Cambridge Ln,	Newtown	18940-3326	(610) 640-4410
PA	4845	Khan, Mohammad S.		490 Lancaster Ave Ste 1,	Frazer	19355-1833	(610) 915-2000
PA	4846	Khan, Mohammad S.		3011 William Penn Highway,Unit F	Easton	18045	(610) 320-2020
PA	4847	Khan, Mohammad S.		1 West Penn Ave.,	Robesonia	19551	(215) 362-7660
PA	4848	Rexha, Bashkim		803 Horsham Rd.,	Montgomeryville	18936	(814) 898-8400
PA	4852	Mohtashemi, Paul M.		3303 Buffalo Road,	Erie	16510	(570) 251-5100
PA	4855	Gollhardt, Seth R.		250 Grandview Avenue,Unit 3	Honesdale	18431	(724) 373-8351
PA	4856	Mohtashemi, Paul M.		318 Main Street,	Greenville	16125	(814) 840-4050
PA	4857	Mohtashemi, Paul M.		7470 West Ridge Road,	Fairview	16415	(610) 268-3211
PA	4858	Khan, Mohammad S.		11-C Old Baltimore Pike,P.O. Box 368	Avondale	19311	(717) 234-4100
PA	4860	Khan, Mohammad S.		501 South 29th St.,	Harrisburg	17104-2012	(717) 763-4100
PA	4861	Treacy, Edward W. III		1200 Market St. #212,	Lemoyne	17043	(717) 249-1880
PA	4862	Treacy, Edward W. III		200 S. Spring Garden St.,	Carlisle	17013	(717) 657-8181

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
PA	4863	Bhullar, Khushminder S.		5285 Devonshire Road,	Harrisburg	17109	(717) 766-1618
PA	4864	Treacy, Edward W. III		71 Cumberland Parkway,	Mechanicsburg	17055	(610) 444-6006
PA	4866	Khan, Mohammad S.		629 Miller's Hill Road,	Kennett Square	19348	(610) 340-2000
PA	4867	Khan, Mohammad S.		2162 E High St,	Pottstown	19464	(610) 894-4000
PA	4868	Khan, Mohammad S.		315 South Cedar Crest Boulevard,	Allentown	18103	(570) 347-9200
PA	4870	Gollhardt, Seth R.		1316 N. Main Ave.,	Scranton	18508	(570) 347-3030
PA	4871	Gollhardt, Seth R.		1420 Mulberry St.,	Scranton	18510	(610) 948-3434
PA	4872	Khan, Mohammad S.		125 North Lewis Rd.,	Royersford	19468	(610) 789-4520
PA	4873	Khan, Mohammad S.		31 S Eagle Rd Ste 103,	Havertown	19083-3340	(215) 364-6060
PA	4874	Khan, Mohammad S.		266 East Street Road,	Feasterville Trevose	19053	(215) 547-3333
PA	4876	Jali, Ammar		2380 Durham Rd.,	Penndel	19047	(610) 489-4554
PA	4877	Khan, Mohammad S.		130 W. Main St., Suite 118	Trappe	19426	(717) 945-5245
PA	4878	Milne, R. Courtney		2424 Willow Street Pike,	Lancaster	17602	(717) 248-5555
PA	4879	Spalsbury, Curt E.		738 Valley Street,	Lewistown	17044	(724) 627-3030
PA	4880	Graves, Susan L.		136 W. Franklin St.,	Waynesburg	15370	(717) 733-5118
PA	4882	Davis, Daniel A.		108 N. Reading Rd. Suite K,	Ephrata	17522	(570) 457-4200
PA	4883	Gollhardt, Seth R.		405 S. Main st.,	Old Forge	18518	(610) 395-1515
PA	4885	Khan, Mohammad S.		4229 Tilgman Drive,	Allentown	18104	(215) 914-9999
PA	4888	Khan, Mohammad S.		327 Main St,	Harleysville	19438	(570) 275-3131
PA	4889	Dutton, Paul L.		359 E. Market St.,	Danville	17821	(717) 840-4446
PA	4890	Barrick, Todd O.		3921 E. Market St.,	York	17402	(717) 741-5115
PA	4891	Breon, Crystal A.		180 Leader Heights Road,	York	17402	(215) 538-0900
PA	4892	Jali, Ammar		240-6 S. West End Blvd.,	Quakertown	18951	(610) 380-8880
PA	4897	Khan, Mohammad S.		140 Rainbow Road,#38-2P-18	Coatesville	19320	(215) 679-3857
PA	9053	Jali, Ammar		622 Gravel Pike Ste 106,	East Greenville	18041	(570) 629-3040
PA	9055	Bhullar, Khushminder S.		2951 PA 611,	Tannersville	18372	(610) 594-0444
PA	9057	Khan, Mohammad S.		575 W. Uwchlan Ave.,	Exton	19341	(412) 288-8989
PA	9059	Kayani, Mohammed K.		300 Sixth Avenue Bldg., Suite 100,	Pittsburgh	15222	(215) 488-5555
PA	9061	Joarder, Mohammed Shamsuzzaman		144 Montgomery Avenue,	Bala Cynwyd	19004	(215) 477-6000
PA	9062	Joarder, Mohammed Shamsuzzaman		6001 Lancaster Ave. Suite A,	Philadelphia	19131	(215) 225-2272
PA	9064	Zaidi, Syed Akhtar		2628 North Broad Street,	Philadelphia	19132	(215) 886-5060
PA	9065	Zaidi, Syed Akhtar		1909 W. Cheltenham Ave.,	Elkins Park	19027	(570) 546-1060
PA	9066	Bhullar, Khushminder S.		1849 Route 405 East,	Muncy	17756	(570) 735-8700

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PA	9067	Gollhardt, Seth R.		2244 San Souci Parkway,	Wilkes Barre (Hanover Town)	18706	(570) 398-7000
PA	9068	Gregory, Zonda L.		1138 Allegheny St.,	Jersey Shore	17740	(717) 530-1010
PA	9069	Berrick, Todd O.		15 Richwalter Street,	Shippensburg	17257	(215) 672-7171
PA	9071	Khan, Mohammad S.		293 East Street Rd.,	Warminster	18974	(570) 462-9900
PA	9072	Bhullar, Khushminder S.		620 West Centre St.,	Shenandoah	17976	(412) 469-3030
PA	9073	Khurram, Raja M.		201 Euclid Avenue,	Dravosburg	15034	(412) 761-1500
PA	9074	Kayani, Mohammed K.		1019 West View Park Dr.,	Pittsburgh	15229	(814) 833-5600
PA	9075	Mohtashemi, Paul M.		1101 Peninsula Drive,Suite 214	Erie	16505	(724) 656-2020
PA	9076	Ali, Khurram S.		101 N Jefferson St.,	New Castle	16101	(412) 854-3030
PA	9077	Anis, Furqan		5816 Library Road, Suite B,	Bethel Park	15102	(724) 335-3100
PA	9078	Jali, Ammar		2885 Leechburg Rd.,	New Kensington	15068	(724) 841-0660
PA	9079	Jali, Ammar		109 South Main Street,	Butler	16001	(215) 662-1400
PA	9080	Coskun, Murat		4438 Chestnut Street,	Philadelphia	19104	(724) 770-9090
PA	9081	Ali, Khurram S.		102 W. Madison Street,	Rochester	15074	(724) 457-7070
PA	9082	Khan, Shariq		1300 Brodhead Rd., Unit E,	Coraopolis	15108	(724) 853-6669
PA	9083	Khan, Izhar Ali		801 N. Greensgate Rd.,Ste. 330	Greensburg	15601	(814) 237-3030
PA	9084	Bhullar, Khushminder S.		540 Westerly Parkway, Suite #19,	State College	16801	(724) 443-0100
PA	9085	Ali, Khurram S.		4848 Route 8, Unit 2,	Allison Park	15101	(717) 838-1000
PA	9086	Bhullar, Khushminder S.		103 Northside Commons,	Palmyra	17078	(412) 798-0100
PA	9087	Malik, Naveed		11822 Frankstown Rd.,	Penn Hills	15235	(724) 929-4444
PA	9088	Khurram, Raja M.		104 Pricedale Road,	Belle Vernon	15012	(570) 629-3030
PA	9089	Bhullar, Khushminder S.		3198 Route 115 North,	Effort	18330	(610) 894-4444
PA	9090	Khan, Mohammad S.		15100 Kutztown Road, Suite #4,	Kutztown	19530	(814) 696-9300
PA	9092	Port, Sheldon R. Jr.		177 Glimcher Drive,	Duncansville	16635	(610) 377-3030
PA	9094	Bhullar, Khushminder S.		182 S Sgt. Stanley Hoffman Blvd.,	Lehighton	18235	(724) 863-6363
PA	9095	Khan, Izhar Ali		10729 Rt. 30,	N. Huntingdon	15642	(717) 541-1234
PA	9097	Bhullar, Khushminder S.		2027 Linglestown Road,	Harrisburg	17110	(717) 583-2200
PA	9098	Bhullar, Khushminder S.		777 Middletown Road,	Hummelstown	17036	(724) 548-5000
PA	9121	Port, Sheldon R. Jr.		400 S. Water St.,	Kittanning	16201	(717) 728-3030
PA	9122	Bhullar, Khushminder S.		251 N. Enola Rd.,	Enola	17025	(610) 760-1234
PA	9123	Bhullar, Khushminder S.		20 Main Street,	Slatington	18080	(724) 225-5050
PA	9124	Khurram, Raja M.		250 Oak Spring Road,	Washington	15301	(215) 722-1330
PA	9125	Khan, Mohammad S.		7325 Castor Ave.,	Philadelphia	19152	(717) 367-9000

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PA	9126	Bhullar, Khushminder S.		1575 South Market St.,	Elizabethtown	17022	(814) 455-0005
PA	9128	Mohtashemi, Paul M.		1402 Turnpike,	Erie	16501	(610) 979-1700
PA	9129	Khan, Mohammad S.		4811 West Chester Pike,	Newtown Square	19073	(412) 858-5100
PA	9130	Khan, Izhar Ali		4305 Northern Pike,	Monroeville	15146	(215) 743-2002
PA	9131	Coskun, Murat		4600 Roosevelt Blvd.,	Philadelphia	19124	(570) 966-3033
PA	9132	Bhullar, Khushminder S.		319 (A) East Chestnut Street,	Mifflinburg	17844	(570) 829-3030
PA	9133	Gollhardt, Seth R.		685 Kidder Street,	Wilkes-Barre	18702	(215) 712-1000
PA	9134	Joarder, Mohammed Shamsuzzaman		5711 Ridge Ave.,	Philadelphia	19128	(814) 548-7860
PA	9135	Port, Sheldon R. Jr.		114 High Street,	Bellefonte	16823	(570) 560-6060
PA	9136	Gollhardt, Seth R.		95 Brooklyn Street,	Carbondale	18407	(610) 601-0101
PA	9137	Khan, Mohammad S.		3752 Pa. Route 309 Suite B,	Orefield	18069	(724) 746-4646
PA	9138	Khurram, Raja M.		108 South Main Street,	Houston	15342	(717) 689-9000
PA	9150	Prouse, Donald M. Jr.		2101 Strickler Rd.,	Manheim	17545	(401) 861-1200
RI	3901	Christina, William J.		887 N. Main St.,	Providence	02904	(401) 438-6500
RI	3902	Zonfrilli, Joseph V.		2145 Pawtucket Avenue,	East Providence	02914	(401) 433-0200
RI	3903	Zonfrilli, Joseph V.		1086 Willett Ave.,	Riverside	02915	(401) 654-4100
RI	3905	Christina, William J.		1744 Mineral Spring Ave.,	North Providence	02911	(401) 861-9800
RI	3906	Eno, John D.		1010 Chalkstone Ave.,	Providence	02908	(401) 861-4700
RI	3907	Christina, William J.		526 Broad St.,	Providence	02907	(401) 467-3130
RI	3910	Pardy, James A.		557 Warwick Avenue,	Warwick	02888	(401) 732-2940
RI	3911	Pardy, James A.		2247 Warwick Ave.,	Warwick	02889	(401) 732-5770
RI	3912	Pardy, James A.		2757 Post Rd.,	Warwick	02886	(401) 826-3636
RI	3913	Pardy, James A.		957 Main St.,	West Warwick	02893	(401) 822-4040
RI	3914	Lyons, Gregory S.		1745 Main St.,	West Warwick	02893	(401) 254-0404
RI	3915	Zonfrilli, Joseph V.		11 Gooding Ave.,	Bristol	02809	(401) 946-3300
RI	3920	Zonfrilli, Joseph V.		1401 Park Ave.,	Cranston	02920	(401) 331-1123
RI	3921	Zonfrilli, Joseph V.		739 Hartford Ave.,	Providence	02919	(401) 658-0077
RI	3924	Botelho, Natasha M.		3383 Mendon Rd.,	Cumberland	02864	(401) 725-5050
RI	3929	Eno, John D.		250 Mendon Rd.,	Cumberland	02864	(401) 727-1770
RI	3930	Zonfrilli, Joseph V.		210 Dexter St.,	Pawtucket	02860	(401) 727-2000
RI	3931	Dufficy, Jeffrey P.		448 Newport Ave.,	Pawtucket	02861	(401) 765-3571
RI	3935	Eno, John D.		263 Social St.,	Woonsocket	02895	(401) 782-1202
RI	3936	York, Eric A.		140 Point Judith Road #11,	Narragansett	02882	(401) 769-2000

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RI	3937	Botelho, Natasha M.		900 Victory Highway,	North Smithfield	02896	(401) 884-8546
RI	3938	Lyons, Gregory S.		5953 Post Rd.,	North Kingstown	02852	(401) 596-8850
RI	3945	Amaral, Paul J.		93 Granite St.,	Westerly	02891	(401) 849-5520
RI	3950	Desjardins, Marc		1397 W. Main Rd,	Middletown	02842	(401) 849-6940
RI	3951	Desjardins, Marc		19 W. Main Rd.,	Middletown	02842	(401) 233-8966
RI	3996	Christina, William J.		375 Putnam Pike, Unit #25,	Smithfield	02917-2455	(803) 787-1777
SC	5601	Fox, Gregory B.		5424 Forest Dr., Suite 106,	Columbia	29206	(803) 256-8151
SC	5602	Fox, Gregory B.		825 Main St.,	Columbia	29210	(803) 798-6466
SC	5603	Fox, Gregory B.		621 Saint Andrews Rd.,	Columbia	29210	(803) 691-2000
SC	5604	Fox, Gregory B.		1180 Dutch Fork Road,	Columbia	29063	(803) 732-1230
SC	5605	Fox, Gregory B.		7522 Woodrow Street,	Irmo	29063	(803) 791-5309
SC	5606	Fox, Gregory B.		2406 Augusta Rd. Suite H,	West Columbia	29169	(803) 736-5344
SC	5607	Fox, Gregory B.		9814 Two Notch Rd.,	Columbia	29223	(803) 783-6770
SC	5608	Fox, Gregory B.		7410 Garners Ferry Rd. Suite B,	Columbia	29209	(803) 786-5555
SC	5609	Fox, Gregory B.		6315 N. Main Street, #B,	Columbia	29203	(843) 325-2550
SC	5610	Orcutt, Michael L.		11990 Highway 17 Bypass South,Unit 5	Murrells Inlet	29576	(843) 292-0499
SC	5611	Fox, Aaron A.		500 E. Pamlico Highway, Suite E,	Florence	29505-6051	(803) 531-2883
SC	5612	Fox, Gregory B.		1738 Russell Street,	Orangeburg	29115	(843) 395-1410
SC	5615	Fox, Aaron A.		510 Pearl Street,	Darlington	29532	(843) 237-3232
SC	5616	Orcutt, Michael L.		13088 Ocean Highway,	Pawley's Island	29585	(864) 510-0080
SC	5618	Qasim, S. Osman		1750 SC Hwy 14,	Landrum	29356	(803) 691-2002
SC	5619	Fox, Gregory B.		5443 Platt Springs Road,	Lexington	29073	(864) 653-7575
SC	5620	Manos, Anthony P.		501 Old Greenville Highway, Unit 4,	Clemson	29631	(864) 226-9393
SC	5621	Smith, Catherine A.		1006 N. Main St.,	Anderson	29621	(864) 882-9783
SC	5622	Manos, Anthony P.		926 By Pass 123,	Seneca	29678	(864) 232-3640
SC	5623	Manos, Anthony P.		420-A N. Pleasantburg Dr.,	Greenville	29607	(864) 855-5051
SC	5624	Smith, Catherine A.		605 Williams Ave.,	Easley	29640	(864) 362-6333
SC	5626	Manos, Anthony P.		5600 Augusta Road, Unit D,	Greenville	29605	(864) 292-5200
SC	5627	Saeed, Easab		2424 Hudson Rd.,	Greer	29650	(803) 957-6400
SC	5629	Fox, Gregory B.		205 Columbia Ave. Suite A,	Lexington	29072	(803) 329-9900
SC	5630	Patterson, G. Mack		1742 Herlong Village Dr., Suite 105,	Rock Hill	29732	(803) 285-4313
SC	5631	Patterson, G. Mack		401 Lancaster BYP E,	Lancaster	29720	(803) 324-3111
SC	5632	Patterson, G. Mack		1146 East White St., Suite B,	Rock Hill	29730	(843) 645-2111

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
SC	5633	Fox, Aaron A.		149 Riverwalk Blvd., Suites 1-2,	Ridgeland	29936	(864) 610-6355
SC	5634	Saeed, Easab		2 Benton Road,#A	Traveler's Rest	29690	(803) 547-6400
SC	5635	Patterson, G. Mack		485 Tom Hall St,Suite 104	Fort Mill	29715	(864) 576-3030
SC	5636	Qasim, S. Osman		2415 Reidville Rd.,	Spartanburg	29301	(864) 578-9240
SC	5637	Qasim, S. Osman		2510 Boiling Springs Rd.,#A	Boiling Springs	29316	(864) 585-3030
SC	5638	Qasim, S. Osman		2199 Southport Rd.,	Spartanburg	29306	(864) 489-4072
SC	5639	Qasim, S. Osman		125 Walton Drive,	Gaffney	29341	(843) 572-2800
SC	5640	Hayman, Kerri-Lea		217-A Suite 6, St. James Boulevard,	Goose Creek	29445	(803) 325-1900
SC	5641	Patterson, G. Mack		1539 Celanese Road,Suite 101	Rock Hill	29732	(843) 875-7300
SC	5642	Hayman, Kerri-Lea		1216 N. Main St.,Suite A	Summerville	29483	(843) 591-1919
SC	5643	Orcutt, Michael L.		1300 SC Highway 544, Unit A-3,	Conway	29526	(803) 276-4800
SC	5645	Eckburg, John W.		665 Wilson Rd,	Newberry	29108	(803) 684-0655
SC	5646	Patterson, G. Mack		904 E. Liberty St.,	York	29745	(843) 841-2225
SC	5647	Fox, Aaron A.		904-A Hwy. 301 North,	Dillon	29536	(864) 591-3030
SC	5648	Qasim, S. Osman		280 N. Church St.,	Spartanburg	29303	(843) 761-3300
SC	5649	Hayman, Kerri-Lea		503 North Highway 52,Suite E	Moncks Corner	29461	(843) 747-4400
SC	5650	Fox, Gregory B.		4965 Centre Pointe Dr.,	N. Charleston	29418	(843) 552-9494
SC	5651	Fox, Gregory B.		8530 Dorchester Rd., Unit 101,	N. Charleston	29420	(843) 762-4600
SC	5653	Fox, Gregory B.		1041 Folly Road,	James Island	29412	(843) 875-2191
SC	5654	Hayman, Kerri-Lea		10645 Dorchester Rd.,Suite A	Summerville	29485	(864) 261-3030
SC	5655	Smith, Catherine A.		4420 Highway 24,	Anderson	29626	(843) 553-4100
SC	5656	Hayman, Kerri-Lea		6541 Rivers Ave., Unit A,	N. Charleston	29418	(843) 571-5200
SC	5657	Hayman, Kerri-Lea		1930 Unit D Ashley River Rd.,	Charleston	29407	(843) 881-7900
SC	5658	Fox, Gregory B.		1039 Highway 17, #5,	Mt. Pleasant	29464	(843) 720-8600
SC	5659	Hayman, Kerri-Lea		99 Westedge Suite 1400,	Charleston	29403	(843) 626-7666
SC	5660	Orcutt, Michael L.		1706 S. Kings Highway,	Myrtle Beach	29577	(843) 449-2469
SC	5661	Orcutt, Michael L.		5335-B N. Kings Highway,	Myrtle Beach	29577	(843) 238-8500
SC	5662	Orcutt, Michael L.		810 Highway 17 South,	Surfside Beach	29575	(843) 248-3646
SC	5663	Orcutt, Michael L.		1227 16th Ave., Unit #102,	Conway	29526	(843) 249-8181
SC	5664	Fox, Aaron A.		509 Highway 17 N.,	North Myrtle Beach	29582	(843) 527-3454
SC	5665	Orcutt, Michael L.		1121 N. Fraser Street,	Georgetown	29440	(843) 449-8700
SC	5666	Orcutt, Michael L.		9900-D North Kings Hwy.,	Myrtle Beach	29572	(843) 213-3300
SC	5667	Orcutt, Michael L.		5525 Dick Pond Road,	Myrtle Beach	29588	(843) 542-9898

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
SC	5668	Fox, Gregory B.		991 Bells Highway,	Walterboro	29488	(803) 641-0300
SC	5669	Eckburg, John W.		1140 York Street NE,	Aiken	29801	(803) 278-3322
SC	5670	Eckburg, John W.		1069 Edgefield Rd. Suite 118,	North Augusta	29860	(803) 649-2200
SC	5671	Eckburg, John W.		260 East Gate Drive,	Aiken	29803	(803) 955-3030
SC	5673	Fox, Gregory B.		3985 Platt Springs Road,	West Columbia	29170	(864) 269-0990
SC	5674	Manos, Anthony P.		3031 White Horse Rd.,	Greenville	29611	(864) 223-4444
SC	5675	Eckburg, John W.		515 A Bypass 72,	Greenwood	29649	(864) 939-8484
SC	5676	Griffin, Chad		1089A W.C. Dobbins Hwy.,	Clinton	29325	(843) 347-0602
SC	5679	Orcutt, Michael L.		2997 E. Highway 501,	Conway	29526	(843) 524-8200
SC	5681	Fox, Aaron A.		1108 Hwy. 170, Burton Hill Center,	Beaufort	29902	(843) 681-5111
SC	5682	Fox, Aaron A.		807 William Hilton Pkwy. Ste. 300,	Hilton Head	29928	(803) 593-0333
SC	5684	Eckburg, John W.		2547 Jefferson Davis Hwy.,	Graniteville	29829	(803) 541-8646
SC	5686	Patel, Himanshu B.		11381 Dunbarton Blvd.,	Barnwell	29812	(843) 394-5343
SC	5688	Fox, Aaron A.		264 John St.,	Lake City	29560	(864) 878-0833
SC	5690	Derham, Allen		102 East Main Street,	Pickens	29671	(864) 647-1800
SC	5692	Manos, Anthony P.		207 N. Hampton St.,	Westminster	29693	(864) 638-9000
SC	5693	Manos, Anthony P.		113 N. Earle St.,	Walhalla	29691	(843) 756-6200
SC	5694	Fox, Aaron A.		340 Hwy. 701 North,	Loris	29569	(803) 926-9880
SC	5696	Fox, Gregory B.		190 North Main Street,	Gaston	29053	(843) 706-3111
SC	7257	Fox, Aaron A.		22 Plantation Park Dr. #206,	Bluffton	29910	(803) 547-5300
SC	7273	Patterson, G. Mack		1714 Gold Hill Rd,	Fort Mill	29708	(864) 843-6636
SC	7276	Derham, Allen		429 East Main Street, Suite N,	Liberty	29657	(864) 234-1500
SC	7277	Manos, Anthony P.		2701-A Woodruff Rd.,	Simpsonville	29681	(864) 879-0111
SC	7279	Saeed, Easab		215/217 W. Wade Hampton Blvd.,	Greer	29650	(803) 366-4667
SC	7283	Patterson, G. Mack		125 Evergreen Rd.,	Clover	29710	(843) 216-7104
SC	7284	Fox, Gregory B.		1117 Parkwest Blvd.,	Mt. Pleasant	29466	(864) 949-3334
SC	7286	Qasim, S. Osman		311 Spartanburg Hwy, Suite B	Wellford	29385	(803) 438-3338
SC	7287	Fox, Aaron A.		1230 Rose St., Suite A,	Elgin	29045	(843) 522-1000
SC	7290	Fox, Aaron A.		136 Sea Island Parkway, Suite #3	Beaufort	29907	(803) 736-2448
SC	7291	Fox, Gregory B.		100 Accolades Drive,	Columbia	29229	(843) 383-3833
SC	7293	Fox, Aaron A.		819 West Carolina Avenue,	Hartsville	29550	(803) 945-7777
SC	7294	Eckburg, John W.		130 Amicks Ferry Road,	Chapin	29036	(803) 892-2255
SC	8751	Eckburg, John W.		4079-C Augusta Highway,	Gilbert	29054	(843) 399-6600

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
SC	8752	Fox, Aaron A.		3377 Highway 9,	Little River	29566	(803) 547-9922
SC	8753	Patterson, G. Mack		8447 Charlotte Hwy., Suite 700,	Fort Mill	29707	(864) 627-9271
SC	8761	Manos, Anthony P.		113 E. Butler Road, Unit D,	Mauldin	29662	(803) 469-8000
SC	8762	Fox, Aaron A.		311 West Mark Rd,	Sumter	29150	(843) 346-1000
SC	8763	Fox, Aaron A.		723 E. Smith St.,	Timmonsville	29161	(843) 355-8800
SC	8764	Fox, Aaron A.		1335 N. Longstreet,	Kingstree	29556	(843) 203-6887
SC	8765	Fox, Gregory B.		1766 Main Rd.,Unit B	Johns Island	29455	(843) 886-4242
SC	8766	Fox, Gregory B.		1400 Palm Blvd,Ste. B	Isle of Palms	29451	(864) 509-9399
SC	8767	Manos, Anthony P.		616 Poinsett Hwy,	Greenville	29609	(864) 962-4100
SC	8768	Manos, Anthony P.		918 South St.,	Simpsonville	29681	(803) 433-8000
SC	8769	Fox, Aaron A.		1. W. Rigby St.,	Manning	29102	(843) 805-4448
SC	8770	Fox, Gregory B.		3750 Savannah Hwy. (Bees Ferry Rd),Unit J	Johns Island	29455	(843) 761-8640
SC	8771	Hayman, Kerri-Lea		113 Foxbank Plantation,Ste. A	Moncks Corner (Foxbank)	29461	(843) 479-0063
SC	8772	Ridge, John E. Jr.		1220 Bennettsville Square, Hwy 9 West,	Bennettsville	29512	(864) 485-2333
SC	8773	Saeed, Easab		2153 E. Main St., Suite C-13,	Duncan-Reidville	29334	(803) 900-5555
SC	8774	Fox, Aaron A.		2406 Broad St,	Camden	29020	(843) 352-2209
SC	8775	Fox, Gregory B.		162 Seven Farms Dr.,	Daniel Island	29492	(864) 651-2002
SC	8776	Smith, Catherine A.		6200 Highway 76,	Pendleton	29670	(843) 865-7077
SC	8777	Ridge, John E. Jr.		1040 Chesterfield Hwy,	Cheraw	29520	(605) 331-2121
SD	1800	Graves, Susan L.		1108 S. Minnesota Ave.,	Sioux Falls	57105	(605) 331-5171
SD	1801	Graves, Susan L.		4009 E. 10th Street,	Sioux Falls	57103	(605) 361-2544
SD	1802	Graves, Susan L.		2401 S. Shirley Ave.,	Sioux Falls	57106	(605) 624-5577
SD	1803	Graves, Susan L.		702 N. University St. (aka Ratingen Strasse),	Vermillion	57069	(605) 371-3322
SD	1804	Graves, Susan L.		1207 E. 57th St.,	Sioux Falls	57108	(605) 224-6483
SD	1814	Deichert, Luke J.		1419 E. Wells,	Pierre	57501	(605) 352-6480
SD	1815	Van Diepen, Melissa		25 Market St. E.,	Huron	57350	(605) 996-1010
SD	1816	Van Diepen, Melissa		425 North Sanborn,	Mitchell	57301	(605) 697-6688
SD	1820	Graves, Susan L.		927 6th Street,	Brookings	57006	(605) 689-0999
SD	1821	Graves, Susan L.		1108 S. Broadway St.,	Yankton	57078	(605) 882-4242
SD	1825	Graves, Susan L.		912 5th Street SE,	Watertown	57201	(605) 225-5555
SD	1826	Duvall, Darin D.		522 S. Main Street,	Aberdeen	57701	(605) 341-2401
SD	1840	Erwin, Allan F.		128 E. North St.,	Rapid City	57701	(605) 923-1491
SD	1842	Erwin, Allan F.		219 Main Gate Road,	Box Elder	57719	(605) 642-0288

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
SD	1845	Erwin, Allan F.		1410 North Ave. , #7,	Spearfish	57783	(605) 791-5411
SD	1846	Erwin, Allan F.		5509 Bendt Drive, Suite #301,	Rapid City	57702	(605) 561-0555
SD	1847	Erwin, Allan F.		1057 Main Street,	Sturgis	57785	(931) 431-0881
TN	1490	Murph, Alan D.		2609 F Fort Campbell Blvd.,	Clarksville	37042	(931) 454-9193
TN	5400	Houseman, Patricia A.		400 E. Lincoln Ave.,	Tullahoma	37388	(615) 890-2602
TN	5401	Houseman, Patricia A.		235 Mcts Drive,	Murfreesboro	37130-2514	(931) 388-8807
TN	5402	Houseman, Patricia A.		928 W. James Campbell Boulevard,	Columbia	38401-3033	(615) 860-3030
TN	5403	Murph, Alan D.		1601 Gallatin Pike North,	Madison	37115	(615) 790-8855
TN	5404	Houseman, Patricia A.		400 Downs Blvd.,Suite 100	Franklin	37064	(931) 684-9592
TN	5405	Houseman, Patricia A.		719 Madison St.,	Shelbyville	37160	(731) 668-6644
TN	5406	Turner, Ty Michael		169 Stonebrook Place, Suite F,	Jackson	38305	(931) 762-9800
TN	5407	Osani, Charles Anthony		225 E. Gaines Street,	Lawrenceburg	38464	(931) 450-1515
TN	5408	Powers, John M.		1415 Hillsboro Blvd.,Suite 102	Manchester	37355	(931) 363-6800
TN	5409	Osani, Charles Anthony		603 S 1st St.,	Pulaski	38478	(615) 333-0300
TN	5410	Murph, Alan D.		20 Harding Mall Rd.,	Nashville	37211	(615) 352-3030
TN	5411	Murph, Alan D.		5631 Charlotte Pike,	Nashville	37209	(615) 603-3636
TN	5412	Carrigan, Benjamin Eli		1144 Fortress Square Blvd.,Suite I	Murfreesboro	37128	(615) 646-3000
TN	5413	Murph, Alan D.		7087 Old Harding Pike,	Nashville	37221	(615) 228-3030
TN	5415	Murph, Alan D.		3041 Dickerson Pike,	Nashville	37207	(615) 331-3030
TN	5416	Murph, Alan D.		5320 Nolensville Rd.,	Nashville	37211	(615) 391-0030
TN	5417	Murph, Alan D.		2535 Lebanon Pike,	Nashville	37214	(615) 452-3030
TN	5418	Murph, Alan D.		420 Maple Street,	Gallatin	37066-3542	(615) 262-3030
TN	5419	Murph, Alan D.		2610 Gallatin Pike,	Nashville	37216	(615) 383-3030
TN	5420	Murph, Alan D.		2109 Abbot Martin Road,	Nashville	37215	(615) 360-3030
TN	5421	Murph, Alan D.		823 Hamilton Crossing,	Antioch	37013	(615) 297-3000
TN	5422	Murph, Alan D.		2004 Belcourt Avenue,	Nashville	37212	(423) 843-3030
TN	5423	Spencer, Randy S.		8530 Hixon Pike,	Chattanooga	37343	(731) 686-9066
TN	5424	Turner, Ty Michael		5019 Liberty St.,	Milan	38358	(731) 587-3167
TN	5425	Razban, Ahmad		300 University Street,	Martin	38237	(615) 446-7600
TN	5426	Houseman, Patricia A.		205 Hwy 46,	Dickson	37055	(423) 899-3030
TN	5427	Spencer, Randy S.		8644 E. Brainard Rd.,	Chattanooga	37421	(931) 473-1566
TN	5428	Houseman, Patricia A.		733 N. Chancery St.,	McMinnville	37110	(615) 449-3733
TN	5429	Carrigan, Benjamin Eli		1020 W. Main St.,	Lebanon	37087	(931) 520-3333

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TN	5430	Powers, John M.		512 N. Willow Ave,	Cookeville	38501	(865) 482-0022
TN	5431	D'Andrea, Peter P.		1952 Oak Ridge Turnpike,	Oak Ridge	37830	(615) 680-0020
TN	5432	Carrigan, Benjamin Eli		431 Old Highway 52 Bypass West,	Lafayette	37083	(731) 644-3030
TN	5433	Razban, Ahmad		201 Tyson Ave,	Paris	38242	(731) 885-8866
TN	5434	Razban, Ahmad		620 E. Reelfoot Avenue,	Union City	38261	(901) 278-3030
TN	5437	Shifflett, Juan Jason		1560 Union Avenue,	Memphis	38104	(901) 372-3030
TN	5438	Shifflett, Juan Jason		5784 Raleigh LaGrange Rd,	Memphis	38134-6709	(901) 383-8282
TN	5439	Shifflett, Juan Jason		7539 US-64,	Memphis	38133	(931) 552-3030
TN	5440	Murgas, Antonio C.		100 Quinn Lane Suite A,	Clarksville	37042	(931) 552-0030
TN	5441	Murgas, Antonio C.		590 Fire Station Rd. Suite A,	Clarksville	37043	(901) 624-5114
TN	5442	Shifflett, Juan Jason		7464 Winchester Rd.,	Memphis	38115	(615) 885-3330
TN	5443	Murph, Alan D.		5509 Old Hickory Blvd. Unit 6,	Hermitage	37076	(901) 754-0303
TN	5444	Shifflett, Juan Jason		1327 N Germantown Parkway,	Cordova	38108	(901) 873-3030
TN	5445	Shifflett, Juan Jason		7979 Hwy. 51 N.,	Millington	38053	(615) 264-3030
TN	5446	Murph, Alan D.		356 Main Street,	Hendersonville	37075	(615) 857-3030
TN	5447	Murph, Alan D.		300 Pleasant Grove Road,Suite 600	Mt. Juliet	37122	(901) 344-9999
TN	5448	Narlock, Alexander Stephen		3000 Airways Blvd.,	Memphis	38116	(901) 323-3030
TN	5450	Shifflett, Juan Jason		550 S Highland St,	Memphis	38111-4304	(931) 854-1099
TN	5452	Powers, John M.		1683 South Jefferson Ave.,Suite A&B	Cookeville	38506	(901) 324-3030
TN	5453	Shifflett, Juan Jason		4235 Summer Ave.,	Memphis	38122	(901) 527-3030
TN	5454	Shifflett, Juan Jason		686 Union Ave,	Memphis	38103	(901) 756-6800
TN	5455	Shifflett, Juan Jason		2086 S. Germantown Rd.,	Germantown	38138	(615) 851-0030
TN	5456	Murph, Alan D.		322 Long Hollow Pike Ste. 101,	Goodlettsville	37072	(865) 693-3939
TN	5457	Dunlop, Randy		7419 Middlebrook Pike,Suite 101	Knoxville	37909	(865) 507-4747
TN	5458	D'Andrea, Peter P.		4943 Millertown Pike,	Knoxville	37917	(865) 675-3030
TN	5459	Dunlop, Randy		11408 Kingston Pike,	Farragut	37934	(865) 673-3030
TN	5460	D'Andrea, Peter P.		2104 Cumberland Ave.,	Knoxville	37916	(865) 925-2151
TN	5461	D'Andrea, Peter P.		6661 Maynardville Highway,	Knoxville	37918	(423) 886-6177
TN	5462	Spencer, Randy S.		1211 Taft Hwy.,	Signal Mountain	37377	(865) 525-0300
TN	5464	D'Andrea, Peter P.		412 Merchants Drive,	Knoxville	37912	(865) 983-0000
TN	5465	Dunlop, Randy		2636 Hwy. 411 S.,	Maryville	37801	(865) 525-3030
TN	5466	D'Andrea, Peter P.		900 N. Broadway St.,	Knoxville	37917	(931) 487-9090
TN	5467	Murgas, Antonio C.		5407 Main Street,Suite 104	Spring Hill	37174	(865) 560-9000

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TN	5468	Dunlop, Randy		9648 Kingston Pike,	Knoxville	37922	(865) 690-9500
TN	5469	Dunlop, Randy		7527 Northshore Dr.,	Knoxville	37919	(423) 928-2020
TN	5470	Hurd, Timothy A.		745 W. Walnut St.,	Johnson City	37604	(423) 283-7777
TN	5471	Hurd, Timothy A.		2694 Boones Creek #7,	Gray	37604	(423) 246-5555
TN	5472	Hurd, Timothy A.		714 West Center Street,	Kingsport	37660	(423) 542-2211
TN	5473	Hurd, Timothy A.		1946 West Elk Ave.,	Elizabethhton	37643	(423) 288-7777
TN	5474	Hurd, Timothy A.		Sunset Center, Suite 1,3077 Ft. Henry Drive	Kingsport	37664	(423) 587-1133
TN	5475	Hurd, Timothy A.		3332 West Andrew Johnson Hwy.,	Morristown	37814	(423) 587-5222
TN	5476	Hurd, Timothy A.		179 Millers Landing Blvd.,Suite A	Morristown	37813	(423) 388-4100
TN	5477	Hamilton, Bryan S.		202 N. Main Ave.,	Erwin	37650	(423) 267-3000
TN	5479	Hamilton, Ronald Christopher		1150 Hixson Pike,	Chattanooga	37405	(423) 870-3030
TN	5480	Spencer, Randy S.		3504 Dayton Blvd.,	Red Bank	37415	(423) 629-1500
TN	5481	Hamilton, Ronald Christopher		4155 Ringgold Rd.,	East Ridge	37412	(731) 784-9229
TN	5482	Bergeron, Nicole M.		3030 East End Dr.,	Humboldt	38343	(615) 459-0041
TN	5483	Houseman, Patricia A.		115 Enon Springs West,	Smyrna	37167	(423) 344-9444
TN	5485	Hamilton, Ronald Christopher		5730 Highway 58 #C,	Harrison	37341	(423) 478-3030
TN	5487	Dunlop, Randy		2507 N Ocoee St.,	Cleveland	37311	(901) 373-6391
TN	5488	Shifflett, Juan Jason		6490 Memphis- Arlington Rd.,Suite 103	Bartlett	38135	(931) 433-0500
TN	5489	Osani, Charles Anthony		409 Main Ave S,	Fayetteville	37334	(423) 745-7676
TN	5490	Dunlop, Randy		1250 Decatur Pike,	Athens	37303	(615) 597-0001
TN	5491	Powers, John M.		400 E. Broad Street,	Smithville	37166	(615) 384-2100
TN	5492	Bergeron, Nicole M.		3987 Memorial Blvd.,	Springfield	37172	(615) 896-0028
TN	5493	Houseman, Patricia A.		118 N. Baird Lane,	Murfreesboro	37130	(931) 269-4022
TN	5494	Murgas, Antonio C.		1116 Nashville Hwy.,Suite 110	Columbia	38401	(931) 622-9440
TN	5495	Murgas, Antonio C.		40 Walton Drive,	Waverly	37185	(901) 867-0032
TN	5496	Shifflett, Juan Jason		5780 Airline Rd.,	Arlington	38002	(615) 213-8900
TN	5497	Houseman, Patricia A.		5094 Murfreesboro Rd.,Suite 1	LaVergne	37086	(731) 935-2425
TN	6113	Brown, Timothy Brett		1706 S. Highland Ave. Suite B,	Jackson	38301	(423) 263-4323
TN	6117	Dunlop, Randy		119 Cooper Street,	Etowah	37331	(901) 466-1599
TN	6129	Turner, Ty Michael		6304 Highway 64,	Oakland	38060	(423) 272-7009
TN	6133	Hurd, Timothy A.		111 K-Mart Drive,	Rogersville	37857	(615) 299-8355
TN	6136	Coley, Jack		3956 Clarksville Pike,	Nashville	37218	(423) 337-2345
TN	6139	Pitarro, Dominic N.		706 S. Main Street,	Sweetwater	37874	(423) 357-2228

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TN	6142	Hurd, Timothy A.		720 E. Main Blvd.,	Church Hill	37642	(423) 323-3434
TN	6143	Hurd, Timothy A.		1323 Highway 394, Ste. D,	Blountville	37617	(615) 792-0092
TN	6145	Murph, Alan D.		312 Frey St.,	Ashland City	37015	(615) 643-7666
TN	6146	Bergeron, Nicole M.		2247 Highway 41 S.,	Greenbrier	37073	(731) 330-0011
TN	6147	Turner, Ty Michael		291B South Washington,	Ripley	38063	(423) 837-0777
TN	6148	Hamilton, Ronald Christopher		Kimball Crossing Shopping Center, 310 Kimball Cr	Kimball	37347	(731) 658-6629
TN	6149	Turner, Ty Michael		107 Porter Street,	Bolivar	38008	(731) 645-9907
TN	6152	Turner, Ty Michael		226 East Court Ave.,	Selmer	38375	(423) 442-4555
TN	6153	Pitarro, Dominic N.		4510 Highway 411 North,	Madisonville	37354	(865) 426-8811
TN	6154	D'Andrea, Peter P.		623 North Main Street,	Lake City	37769	(731) 584-7600
TN	6156	Razban, Ahmad		150 Hwy. 641 N.,	Camden	38320	(423) 396-4444
TN	6157	Shoemaker, Justin S.		9325 Apison Pike,	Ooltewah	37363	(615) 325-2400
TN	6158	Murph, Alan D.		453 N. Broadway,	Portland	37148	(615) 672-7272
TN	6163	Murph, Alan D.		3001 Hwy. 31 W.,	White House	37188	(423) 626-2100
TN	6164	Hurd, Timothy A.		1446 North Broad St.,	New Tazewell	37825	(865) 458-0808
TN	6165	Taylor, Jesse A.		930 B Mulberry St.,	Loudon	37774	(931) 552-3355
TN	6166	Murgas, Antonio C.		2166 Wilma Rudolph Blvd.,	Clarksville	37040	(865) 983-2525
TN	6167	Dunlop, Randy		2535 E. Broadway Ave.,	Maryville	37804	(731) 986-8686
TN	6168	Razban, Ahmad		20685 E. Main St.,	Huntingdon	38344	(901) 853-5030
TN	6169	Shifflett, Juan Jason		308 New Byhalia Rd., Unit 100	Collierville	38017	(865) 882-2424
TN	6172	Minor, Jacob Albert		2116 Roane Street,	Harriman	37748	(931) 967-4400
TN	6173	Hamilton, Ronald Christopher		668 S. College St.,	Winchester	37398	(731) 352-3000
TN	6177	Razban, Ahmad		15660 Highland Dr.,	McKenzie	38201	(865) 376-1414
TN	6178	Hamilton, Ronald Christopher		525 E. Race St.,	Kingston	37763	(865) 938-1717
TN	6179	McCallen, Mark		2145 Emory Road,	Powell	37849	(731) 772-2030
TN	6181	Turner, Ty Michael		251 W. Main St.,	Brownsville	38012	(901) 475-1980
TN	6183	Shifflett, Juan Jason		1618 Highway 51 S, Unit E,	Covington	38019	(423) 764-8080
TN	6184	Hurd, Timothy A.		920 West State Street,	Bristol	37620	(423) 566-1555
TN	6185	D'Andrea, Peter P.		409 W. Central Ave.,	La Follette	37766	(865) 573-3333
TN	6186	Roberts, Brian T.		10635 Chapman Highway,	Seymour	37865	(865) 471-6700
TN	6187	Hurd, Timothy A.		114 East Broadway Blvd.,	Jefferson City	37760	(731) 968-2030
TN	6188	Razban, Ahmad		6 Natchez Trace Drive,	Lexington	38351	(865) 429-1818
TN	6189	Fox, Aaron A.		2888 Parkway,	Pigeon Forge	37863	(615) 754-5175

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TN	6190	Murph, Alan D.		11362 Lebanon Rd.,	Mount Juliet	37122	(931) 456-1414
TN	6191	Solomon, Derek Kevin		45 Genesis Square,	Crossville	38555	(865) 988-7777
TN	6192	Pitarro, Dominic N.		131 Kelsey Ln., Suite 103	Lenoir City	37772	(931) 359-7000
TN	6193	Murgas, Antonio C.		712 N. Ellington Pkwy. Bldg. A Suite 102,	Lewisburg	37091	(931) 837-9999
TN	6303	Powers, John M.		402 N. Spring St.,	Sparta	38583	(615) 890-0893
TN	6308	Houseman, Patricia A.		1515 Warrior Drive,	Murfreesboro	37128	(901) 266-0105
TN	6309	Shifflett, Juan Jason		2821 Houston Levee Rd,Suite 101	Cordova	38016-6650	(731) 989-9911
TN	6310	Turner, Ty Michael		430 West Main Street,	Henderson	38340	(901) 837-3663
TN	6313	Shifflett, Juan Jason		11124 Highway 51 South,	Atoka	38004	(615) 302-3040
TN	6318	Murgas, Antonio C.		Suite 11 Oaks West,3012 Longford Drive	Spring Hill	37174	(865) 380-0911
TN	6319	Hamilton, Ronald Christopher		2629 Topside Rd.,	Louisville	37777	(615) 435-8181
TN	6322	Murph, Alan D.		9040 Carothers Parkway, Suite B107,	Franklin	37067	(931) 364-5775
TN	6329	Murgas, Antonio C.		4640 Nashville Hwy Ste D,	Chapel Hill	37034	(865) 246-0089
TN	8704	D'Andrea, Peter P.		6400/6402 Asheville Highway,	Knoxville	37924	(865) 694-7711
TN	8705	Dunlop, Randy		9615 Countryside Center Lane,	Knoxville	37931	(731) 285-3030
TN	8708	Holloway, Shane G.		2500 Lake Rd.,Suite 2	Dyersburg	38024	(865) 658-0960
TN	8709	D'Andrea, Peter P.		4354 Maynardville Hwy,	Maynardville	37807	(865) 246-6330
TN	8710	D'Andrea, Peter P.		3613 Sutherland Ave.,	Knoxville	37919	(865) 436-2020
TN	8711	Fox, Aaron A.		951 E. Parkway,	Gatlinburg	37738	(901) 267-5555
TN	8712	Shifflett, Juan Jason		5475 Poplar Avenue,	Memphis	38119	(615) 244-3232
TN	8713	Murph, Alan D.		835 4th Ave South,	Nashville	37210	(931) 553-1919
TN	8714	Murgas, Antonio C.		3836-C Trenton Rd,	Clarksville	37040	(865) 888-0990
TN	8716	D'Andrea, Peter P.		7419 Chapman Hwy,	Knoxville	37920	(615) 331-7277
TN	8717	Murph, Alan D.		6434 Nolensville Pike,	Nolensville	37013	(931) 542-4220
TN	8718	Murgas, Antonio C.		1206 State Hwy 48 Ste C,	Clarksville	37040	(865) 429-7777
TN	8719	Fox, Aaron A.		250 Middle Creek Unit 3,Unit 3	Sevierville	37862	(865) 259-7972
TN	8720	D'Andrea, Peter P.		117 South Main St,	Clinton	37716	(901) 217-9999
TN	8721	Narlock, Alexander Stephen		4230 Elvis Presley Blvd.,Ste. 111	Memphis	38116	(615) 360-3100
TN	8722	Murph, Alan D.		1100 Murfreesboro Pike,	Nashville	37217	(615) 377-3060
TN	8723	Murph, Alan D.		4904 Thoroughbred Lane B-5,	Brentwood	37027	(423) 352-9494
TN	8724	Hamilton, Bryan S.		2335 East Andrew Johnson Hwy,	Greeneville	37745	(423) 821-3030
TN	8725	Hamilton, Ronald Christopher		3800 Tennessee Ave., Unit 1,	Chattanooga	37409	(731) 410-1911
TN	8726	Turner, Ty Michael		941 North Parkway,	Jackson	38305	(512) 291-8300

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TX	6378	Buckner, Rory L.		1807 Slaughter Lane, Ste. 465,	Austin	78745	(210) 678-0707
TX	6379	Murph, Alan D.		12355 Potranco Road #101,	San Antonio	78253	(830) 885-3030
TX	6381	Murph, Alan D.		19750 State Highway 46 W, Suite 101,	Spring Branch	78070	(806) 792-3030
TX	6382	Vigil, Lawrence A.		4921 34th Street, Suite 100,	Lubbock	79410	(512) 778-9010
TX	6383	Schweitzer, Michael H.		10990 West Hwy. 29,	Liberty Hill	78642	(512) 258-7000
TX	6384	Senior, Sheryln W.		7900 N. F M 620, Suite 140,	Austin	78726	(972) 540-9111
TX	6386	Hamill, R. Brent		8901 Virginia Parkway, Suite 300,	McKinney	75071	(940) 365-1200
TX	6395	See, Kevin P.		12000 US Highway 380 Suite #110,	Cross Roads	76227	(361) 668-6400
TX	6396	Dain, Daniel W. Jr.		1100 Front Street Alice,	Alice	78332	(972) 287-6200
TX	6397	Cunningham, Richard P.		410 N Highway 175,	Seagoville	75159	(512) 929-3300
TX	6404	Cunningham, Michael A.		720 S. Bastrop Hwy., Suite 101	Austin	78741	(512) 759-1799
TX	6406	Cunningham, Michael A.		560 Hwy. 79, Ste. A300,	Hutto	78634	(972) 292-2228
TX	6407	See, Kevin P.		615 Main St., Suite #106	Frisco	75036	(903) 881-9300
TX	6408	Mekonnen, Mac A.		2808 S. Main, Suite F	Lindale	75771	(512) 321-0303
TX	6413	Cunningham, Michael A.		201 Hunters Crossing Blvd.,	Bastrop	78602	(979) 548-8888
TX	6414	Cunningham, Michael A.		201 N. Main St.,	Sweeny	77480	(979) 239-3333
TX	6415	Cunningham, Michael A.		2105 FM 523 Rd.,	Oyster Creek	77541	(806) 741-8000
TX	6416	Valdine, Susan M.		1708 Parkway Drive,	Lubbock	79403	(512) 246-3639
TX	6417	Cunningham, Michael A.		1920 Sam Bass Rd. #100,	Round Rock	78681	(512) 858-1616
TX	6418	Funderburg, Dain F.		105 S Canyonwood Drive,	Dripping Springs	78620	(832) 934-2211
TX	6419	Cunningham, Michael A.		7103 FM 1488 Rd.,	Magnolia	77354	(281) 259-6007
TX	6433	Cunningham, Michael A.		18602 FM 1488, Suite 400,	Magnolia	77354	(936) 336-1900
TX	6434	Dhedhi, Danish W.		2301A N. Main St.,	Liberty	77575	(903) 297-9009
TX	6437	Mekonnen, Mac A.		2906 Gilmer,	Longview	75604	(903) 597-8000
TX	6438	Mekonnen, Mac A.		5371 South Broadway,	Tyler	75703	(817) 847-4444
TX	6442	Mayhall, Dennis L.		653 N. Saginaw Blvd.,	Saginaw	76179	(972) 617-1414
TX	6463	Mekonnen, Mac A.		300 Sharaf Rd. Suite #116,	Red Oak	75154	(936) 582-1114
TX	6464	Cunningham, Michael A.		18446 Highway 105 West,	Montgomery	77356	(830) 798-8080
TX	6466	Funderburg, Dain F.		2508 N. US Highway 281, Suite 110,	Marble Falls	78654	(940) 321-1226
TX	6479	McKanna, Michael Corey		1043 Hickory Creek Blvd.,	Hickory Creek	75065	(512) 599-5555
TX	6483	Funderburg, Dain F.		5353 West US Highway 290 Suite 101,	Austin	78735	(830) 249-0024
TX	6484	Funderburg, Dain F.		1375 S. Main, Suite #213,	Boerne	78028	(512) 817-4599
TX	6489	Burnham, Mason		14420 Ronald Reagan Blvd.,	Leander	78641	(979) 345-1600

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	6492	Cunningham, Michael A.		201 W. Brazos,	West Columbia	77486	(830) 773-9797
TX	6493	Salido, Fernando		286 South Bibb,	Eagle Pass	78852	(281) 354-1213
TX	6494	Cunningham, Michael A.		23780 Loop 494,	Porter	77365	(409) 670-9696
TX	6495	Brown, Randy L. Sr.		7166 Highway 87 N,	Orange	77632	(512) 260-7111
TX	6496	Burnham, Mason		651 N. US Hwy. 183,Suite 190	Leander	78641	(830) 997-4600
TX	6497	Funderburg, Dain F.		1425 E. Main St.,Suite 400	Fredericksburg	78624	(979) 532-9600
TX	6500	Cunningham, Michael A.		309 E Boling Hwy,	Wharton	77488	(817) 442-0101
TX	6503	Mayhall, Dennis L.		7101 Colleyville Blvd. Bldg. B,	Colleyville	76034	(903) 668-8500
TX	6504	Mekonnen, Mac A.		231 Renaissance Drive,	Hallsville	75650	(281) 812-3771
TX	6505	Dennis, Brian K.		11711 Will Clayton Parkway Suite B,	Atascocita	77346	(361) 729-4700
TX	6508	Henderson, David E.		1927 Hwy. 35 N, Suite 1927,	Rockport	78382	(956) 948-2672
TX	6543	Salido, Fernando		12602 Mines Rd.,	Laredo	78045	(469) 399-0044
TX	6549	Bailey, Brian K.		18352 Dallas Parkway Suite 140,	Dallas	75287	(936) 372-9800
TX	6554	Dhedhi, Danish W.		31100 FM 2920 #B,	Waller	77484	(512) 402-9444
TX	6557	Pallagi, Christopher J.		900 Ranch Road 620 South,Suite B #101	Lakeway	78734	(940) 549-9994
TX	6558	Renfro, Emily R.		1219 Hwy 16 South,	Graham	76450	(430) 423-0030
TX	6559	Mekonnen, Mac A.		404 ST HWY 110 N.,	Whitehouse	75791	(281) 659-1000
TX	6561	Cunningham, Michael A.		426 W. Southline St.,Suite F	Cleveland	77327	(979) 798-1500
TX	6563	Cunningham, Michael A.		905 N. Brooks St.,	Brazoria	77422	(214) 376-6060
TX	6564	Bailey, Brian K.		4880 Sunnyvale St.,	Dallas	75216	(817) 473-9800
TX	6565	Mayhall, Dennis L.		1151 Highway 287,	Mansfield	76063	(956) 797-2121
TX	6566	Salido, Fernando		700 N. Main St. (aka Dukes Hwy.),	La Feria	78559	(903) 640-1530
TX	6567	Mekonnen, Mac A.		2236 N. Center St.,	Bonham	75418	(830) 257-6700
TX	6569	Funderburg, Dain F.		305 South Sidney Baker Street,Suite 200	Kerrville	78028	(972) 775-5551
TX	6570	Mekonnen, Mac A.		1111 George Hopper Road,	Midlothian	76065	(512) 352-7700
TX	6571	Marshall, Selby Mark		Taylor Plaza,3210 N. Main	Taylor	76574	(210) 496-1330
TX	6572	Murph, Alan D.		19903 Stone Oak Parkway, Suite 203,	San Antonio	78258	(432) 530-3003
TX	6574	Gerety, Cassie		9003 W. University Blvd.,	Odessa	79764	(682) 503-9933
TX	6575	Mayhall, Dennis L.		1201 W. Arbrook Blvd, Ste 125,	Arlington	76015	(210) 651-4336
TX	6577	Murph, Alan D.		17331 IH-35 N. Suite #105,	Schertz	78154	(903) 655-2222
TX	6578	Mekonnen, Mac A.		511 Hwy 79 S.,	Henderson	75654	(469) 436-3380
TX	6579	Hamill, R. Brent		3705 Beltline,	Sunnyvale	75182	(210) 533-5933
TX	6580	Murph, Alan D.		103 Goliad Rd.,	San Antonio	78223	(817) 444-1199

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TX	6581	Mayhall, Dennis L.		636 Boyd Road,	Azle	76020	(979) 693-5200
TX	6582	Cunningham, Michael A.		1801 Valley View Dr.,	College Station	77840	(903) 577-3030
TX	6583	Mekonnen, Mac A.		1600 S. Jefferson Ave.,	Mt. Pleasant	75455	(956) 796-0021
TX	6584	Salido, Fernando		3911 Jaime Zapata Memorial Hwy., Suite 2,	Laredo	78043	(956) 583-8130
TX	6585	Salido, Fernando		409 N. Bryan Road. Ste. 101,	Mission	78572	(210) 661-4990
TX	6586	Murph, Alan D.		6604 FM 78,	San Antonio	78244	(281) 328-2244
TX	6587	Cunningham, Michael A.		14624 FM 2100 (aka Crosby Lynchburg),	Crosby	77532	(956) 447-4262
TX	6590	Salido, Fernando		400 W. Expressway 83,	Weslaco	78596	(325) 235-4400
TX	6591	Gerety, Cassie		2014 Lamar St.,	Sweetwater	79556	(512) 288-8886
TX	6592	Funderburg, Dain F.		7626 Highway 71,Suite 101	Austin	78735	(512) 853-9674
TX	6593	Salido, Fernando		2407 S Congress Ave. Suite 100,	Austin	78704	(210) 698-5506
TX	6594	Murph, Alan D.		25291 IH-10 West,	San Antonio	78257	(512) 477-0101
TX	6601	Salido, Fernando		1900 Guadalupe Ave.,	Austin	78705	(512) 398-9090
TX	6602	Salido, Fernando		1906 S. Colorado St., Suite 103,	Lockhart	78644	(512) 447-6681
TX	6603	Salido, Fernando		1931 E. Oltorf St., Ste. F,	Austin	78741	(512) 584-8161
TX	6604	Coronis, Stephen Isaac		18220 FM 1431,	Jonestown	78645	(512) 837-7500
TX	6605	Marshall, Selby Mark		9616 N. Lamar Blvd.,	Austin	78753	(512) 327-1313
TX	6606	Pallagi, Christopher J.		4201B Westbank Dr.,	Austin	78746	(512) 651-3516
TX	6607	Salido, Fernando		8141 Mesa Dr., #C,	Austin	78759	(469) 320-9555
TX	6608	Mekonnen, Mac A.		1111 W. Ledbetter Drive,Suite 450	Dallas	75224	(512) 447-0404
TX	6609	Cunningham, Michael A.		1509 South Lamar,Suite #500	Austin	78704	(512) 929-3440
TX	6610	Sanches, Kristopher John		5811 Berkman Dr. #134,	Austin	78723	(512) 392-3030
TX	6611	Murph, Alan D.		350 N Guadalupe, Suite #150,	San Marcos	78666	(512) 834-1122
TX	6613	Salido, Fernando		1700 West Parmer Lane, Suite #640,	Austin	78727	(512) 440-8833
TX	6614	Feland, Frank Arthur		719 W. William Cannon Drive #114,	Austin	78745	(512) 244-3636
TX	6615	Cunningham, Michael A.		1300 Gattis School Rd.,Suite 700	Round Rock	78664	(512) 331-7701
TX	6616	Senior, Sheryln W.		13201 Pond Springs Rd.,	Austin	78729	(737) 237-4141
TX	6617	Salido, Fernando		311 W. 5th Street, Suite #101,	Austin	78701	(979) 289-1991
TX	6618	Cunningham, Michael A.		2490 E Austin St. Suites 102 & 103,	Giddings	78942	(469) 715-6400
TX	6620	See, Kevin P.		17569 Fishtrap Road Suite 10,	Prosper	75078	(281) 431-2900
TX	6621	Cunningham, Michael A.		15070 Highway 6,	Rosharon	77583	(254) 547-7566
TX	6622	Cunningham, Michael A.		2127 E. Highway 190, Suite C,	Copperas Cove	76522-2544	(254) 526-7103
TX	6623	Cunningham, Michael A.		1606 S Fort Hood Rd,	Killeen	76542	(254) 699-4690

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TX	6625	Cunningham, Michael A.		5102 E. Veterans Memorial Blvd.,	Killeen	76543	(254) 778-6706
TX	6626	Cunningham, Michael A.		4301 S. 31st St.,	Temple	76502	(512) 579-0389
TX	6628	Feland, Frank Arthur		2716 W. William Cannon Suite 100,	Austin	78745	(979) 774-5567
TX	6629	Cunningham, Michael A.		2211 E. William Joel Bryan Pkwy.,	Bryan	77802	(979) 846-6666
TX	6630	Cunningham, Michael A.		409 University Dr.,	College Station	77840	(979) 696-6066
TX	6631	Cunningham, Michael A.		900 Harvey Rd. Suite 5B & 6,	College Station	77840	(936) 291-1451
TX	6632	Brown, Randy L. Sr.		2411 Ave. I,	Huntsville	77340	(713) 270-7722
TX	6633	Cunningham, Michael A.		6557 Fondren,	Houston	77036	(713) 270-7752
TX	6634	Cunningham, Michael A.		10766 S. Gessner,	Houston	77071	(281) 879-5981
TX	6635	Cunningham, Michael A.		12318 Beechnut Rd.,	Houston	77072	(281) 373-1133
TX	6636	Cunningham, Michael A.		10750 Barker Cypress, Suite 118,	Cypress	77433	(713) 523-7770
TX	6637	Cunningham, Michael A.		5733 Kirby Drive,	Houston	77005	(713) 667-0668
TX	6638	Cunningham, Michael A.		5204 Bissonnet St.,	Bellaire	77401	(713) 668-6241
TX	6639	Cunningham, Michael A.		9117 Stella Link Rd.,	Houston	77025	(281) 457-1400
TX	6640	Dennis, Brian K.		14705 Woodforest Boulevard #4,	Houston	77015	(713) 723-4242
TX	6641	Cunningham, Michael A.		11336 Chimney Rock Rd.,	Houston	77035	(281) 568-5335
TX	6642	Cunningham, Michael A.		15166 Bellaire Blvd.,	Houston	77083	(281) 242-5600
TX	6643	Cunningham, Michael A.		11920 Dairy Ashford Rd.,	Sugarland	77478-6140	(281) 360-8000
TX	6644	Dennis, Brian K.		4319 Kingwood Drive,	Kingwood	77339	(936) 539-2288
TX	6645	Cunningham, Michael A.		903 N Loop 336 W.,Suite A	Conroe	77301	(713) 451-3539
TX	6646	Brown, Randy L. Sr.		12620 Woodforest Blvd.,	Houston	77015	(281) 292-1995
TX	6647	Cunningham, Michael A.		25119-D Grogan's Mill Rd.,	The Woodlands	77380	(281) 980-3797
TX	6653	Cunningham, Michael A.		16103 Lexington Boulevard,	Sugarland	77478	(281) 646-0290
TX	6656	Miller, Leroy		22001-A Westheimer Pkwy.,	Katy	77450	(281) 497-3977
TX	6658	Dhedhi, Wahid I.		14520 Memorial Drive, Suite J,	Houston	77079	(409) 883-5552
TX	6660	Brown, Randy L. Sr.		2107 Mac Arthur Drive,	W. Orange	77630	(409) 769-3299
TX	6661	Brown, Randy L. Sr.		970 N. Main,	Vidor	77662	(409) 860-3036
TX	6662	Cunningham, Michael A.		6755 Phelean Blvd.,	Beaumont	77706	(979) 297-9797
TX	6663	Cunningham, Michael A.		100 This Way St.,	Lake Jackson	77566	(409) 983-7771
TX	6664	Brown, Randy L. Sr.		2401 Memorial Blvd.,	Port Arthur	77640	(281) 208-0100
TX	6665	Cunningham, Michael A.		2435 Texas Parkway, #A,	Missouri City	77489	(979) 265-1122
TX	6666	Cunningham, Michael A.		301 N. Brazosport Blvd.,	Clute	77531	(281) 499-2559
TX	6668	Cunningham, Michael A.		6309 Highway 6,	Missouri City	77459	(409) 962-0505

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TX	6669	Brown, Randy L. Sr.		4101 Main St.,	Groves	77619	(832) 595-2218
TX	6671	Cunningham, Michael A.		1636 FM 2977 Rd, Suite 100,	Rosenberg	77471	(713) 861-0141
TX	6675	Cunningham, Michael A.		1910 W 18th St.,	Houston	77008-1206	(281) 533-4080
TX	6676	Abdelmotal, Elsadig M.		8419 FM359 South,Suite A	Fulshear	77441	(713) 956-1994
TX	6680	Abdelmotal, Elsadig M.		4230 Ella Blvd.,	Houston	77018	(281) 447-1996
TX	6681	Abdelmotal, Elsadig M.		7270 Antoine Dr.,Suite 300	Houston	77088	(713) 621-8744
TX	6684	Abdelmotal, Elsadig M.		3731 W. Alabama St.,	Houston	77027	(817) 491-8588
TX	6696	Mayhall, Dennis L.		1224 N. Hwy. 377, Suite #215,	Roanoke	76262	(972) 552-1790
TX	6697	Cunningham, Richard P.		1102 Ranch Road, Suite 216,	Forney	75126	(210) 924-9200
TX	6700	Murph, Alan D.		1425 Pleasanton,	San Antonio	78221	(210) 733-3030
TX	6701	Murph, Alan D.		129 Bandera Road,	San Antonio	78228	(210) 828-7272
TX	6702	Murph, Alan D.		3255 Harry Wurzbach Rd.,	San Antonio	78209	(210) 658-4703
TX	6703	Murph, Alan D.		2921 Pat Booker Rd., Suite 128,	Universal City	78148	(210) 616-0032
TX	6704	Murph, Alan D.		8442 Fredericksburg Rd.,	San Antonio	78229	(210) 680-0370
TX	6705	Murph, Alan D.		5748 Evers Rd.,	San Antonio	78238	(210) 673-6840
TX	6706	Murph, Alan D.		7315 W. Marbach Dr.,	San Antonio	78227	(210) 408-5599
TX	6707	Murph, Alan D.		15502 Huebner, Suite 100,	San Antonio	78248	(210) 822-2021
TX	6708	Murph, Alan D.		7551 McCullough Ave,	San Antonio	78216	(210) 696-1600
TX	6709	Murph, Alan D.		6390 DeZavala Rd. Suite 107,	San Antonio	78249	(210) 657-6042
TX	6710	Murph, Alan D.		12019 Perrin Bielert Rd. Suite 100,	San Antonio	78223	(210) 490-9933
TX	6711	Murph, Alan D.		3022 Thousand Oaks,	San Antonio	78247	(210) 366-0983
TX	6712	Murph, Alan D.		13402 West Ave. Suite 101,	San Antonio	78216	(469) 412-7433
TX	6713	Cunningham, Richard P.		9550 Helms Trail Suite 700,	Forney	75126	(210) 657-2431
TX	6714	Murph, Alan D.		5498 Walzem Rd.,	San Antonio	78218	(210) 646-7070
TX	6715	Murph, Alan D.		15150 Nacogdoches Rd., Suite 195,	San Antonio	78247	(210) 647-4102
TX	6716	Murph, Alan D.		9381 Culebra Rd,	San Antonio	78251	(830) 629-5662
TX	6717	Salido, Fernando		316 Business IH 35 S.,	New Braunfels	78130	(830) 372-3070
TX	6718	Murph, Alan D.		1007 S. Guadalupe St.,	Seguin	78155	(903) 402-1090
TX	6719	Mekonnen, Mac A.		879 US Hwy 271 N,	Gilmer	75644	(361) 703-5252
TX	6720	McBride, Alfred Timothy		3803 Houston Hwy, Suite 800,	Victoria	77901	(361) 576-4154
TX	6721	McBride, Alfred Timothy		2007 N. Laurent,	Victoria	77901	(361) 552-5678
TX	6723	McBride, Alfred Timothy		320 State Hwy. 35 S.,	Port Lavaca	77979	(361) 358-6871
TX	6724	Molina, Henry		1903 N. Saint Marys St.,	Beeville	78102	(512) 346-5900

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	6725	Buckner, Rory L.		10001 S. IH 35,	Austin	78747	(512) 265-8855
TX	6727	Coronis, Stephen Isaac		302 N Key St,	Lampasas	76550	(361) 426-7377
TX	6728	Dain, Daniel W. Jr.		604 W Avenue J,	Robstown	78380	(432) 367-3030
TX	6729	Gerety, Cassie		1106 E. 42nd St.,	Odessa	79762	(956) 726-1974
TX	6730	Salido, Fernando		5220 McPherson Rd., Suite 102,	Laredo	78041	(512) 746-2550
TX	6731	Schweitzer, Michael H.		11810 North Interstate Hwy 35, Suite D,	Jarrell	76537	(713) 225-2828
TX	6734	Abdelmotal, Elsadig M.		3402 Scott St.,	Houston	77004	(281) 443-3030
TX	6735	Montemayor, Oscar		20617 Aldine Westfield,	Humble	77338	(281) 459-3030
TX	6737	Abdelmotal, Elsadig M.		8535 C.E. King Parkway,	Houston	77044	(281) 645-4443
TX	6738	Montemayor, Oscar		5647 Treaschwitz Road,	Spring	77373	(281) 342-7010
TX	6739	Mouch, Thomas F.		5405 Ave. I,	Rosenburg	77471	(972) 923-3030
TX	6741	Mekonnen, Mac A.		985 W Highway 287 Bypass,	Waxahachie	75165	(512) 268-5883
TX	6742	Buckner, Rory L.		101 Hall Professional Dr., Suite D,	Kyle	78640	(512) 651-3512
TX	6744	Burnham, Mason		306 S. Bell #306,	Cedar Park	78613	(409) 727-7799
TX	6745	Brown, Randy L. Sr.		1404 Nederland Ave.,	Nederland	77627	(409) 832-0000
TX	6746	Cunningham, Michael A.		1395 College St.,	Beaumont	77701	(409) 892-0007
TX	6747	Cunningham, Michael A.		3970 E. Lucas St.,	Beaumont	77708	(281) 298-9444
TX	6748	Cunningham, Michael A.		7901 Research Forest Dr., Suite 300	The Woodlands	77382	(972) 355-2201
TX	6749	McKanna, Michael Corey		3380 Long Prairie Rd., Suite 100	Flower Mound	75022	(361) 853-9800
TX	6750	Dain, Daniel W. Jr.		2714 S. Staples St.,	Corpus Christi	78404	(361) 855-3030
TX	6751	Dain, Daniel W. Jr.		6601 Everhart Rd.,	Corpus Christi	78413	(361) 814-4040
TX	6752	Dain, Daniel W. Jr.		3812 South Staples, Suite B,	Corpus Christi	78411	(361) 929-3993
TX	6753	Dain, Daniel W. Jr.		5802 Yorktown Blvd Suites A-1 & A-2,	Corpus Christi	78414	(979) 710-8181
TX	6754	Dhedhi, Danish W.		825 Austin Street,	Hempstead	77445	(361) 241-5326
TX	6755	Dain, Daniel W. Jr.		11217 Leopard St., Ste. 6,	Corpus Christi	78410	(361) 993-4070
TX	6756	Dain, Daniel W. Jr.		2222 Airline Rd. Suite A-6,	Corpus Christi	78414	(361) 777-0440
TX	6757	Dain, Daniel W. Jr.		1500 Wildcat Dr.,	Portland	78374	(361) 937-2684
TX	6758	Dain, Daniel W. Jr.		2602 Waldron Rd. #B,	Corpus Christi	78418	(979) 244-4775
TX	6759	Dhedhi, Danish W.		3001 Avenue F,	Bay City	77414	(361) 806-2626
TX	6760	Dain, Daniel W. Jr.		1620 S. Padre Island Dr.,	Corpus Christi	78416	(210) 695-4333
TX	6761	Murph, Alan D.		11848 Bandera Road,	Helotes	78023	(409) 385-5050
TX	6762	Cunningham, Michael A.		134 N 5th St.,	Silsbee	77656	(281) 470-1167
TX	6763	Cunningham, Michael A.		200 W. Fairmont Pkwy.,	La Porte	77571	(409) 755-3030

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TX	6764	Cunningham, Michael A.		191C S. LHS Dr.,	Lumberton	77657	(361) 595-5591
TX	6765	Molina, Henry		609 E. King Ave.,	Kingsville	78363	(281) 358-5300
TX	6766	Dennis, Brian K.		3005 Woodland Hills Dr.,	Kingwood	77339	(830) 406-6668
TX	6767	Salido, Fernando		FM306 & Longhorn Industrial Dr,	New Braunfels	78130	(281) 342-8860
TX	6768	Mouch, Thomas F.		1858 FM 359 Rd.,	Richmond	77406	(956) 630-3067
TX	6770	Salido, Fernando		2016 W. Nolana Ave.,	McAllen	78504	(956) 554-7200
TX	6771	Salido, Fernando		3355 Boca Chica Blvd. Suite 2,	Brownsville	78521	(956) 726-3333
TX	6772	Salido, Fernando		611 Shiloh Dr., Ste. 16,	Laredo	78045	(956) 541-4040
TX	6773	McCormick, Mitchel A.		943 N. Expressway # 23-24,	Brownsville	78520	(512) 310-5555
TX	6775	Cunningham, Michael A.		17220 N Rm 620 Rd,	Round Rock	78681	(281) 528-5555
TX	6776	Cunningham, Michael A.		2209 Spring Stuebner, Suite 400,	Spring	77388	(956) 380-3030
TX	6777	Salido, Fernando		1522 W. University Dr.,	Edinburg	78539	(830) 775-3030
TX	6778	Salido, Fernando		2050 N. Bedell Ave.,	Del Rio	78840	(956) 428-6296
TX	6780	McCormick, Mitchel A.		713 N. 77 Sunshine Strip,	Harlingen	78550	(713) 734-0300
TX	6781	Abdelmotal, Elsadig M.		9451 Cullen Blvd. #A,	Houston	77051	(713) 466-1500
TX	6782	Cunningham, Michael A.		8302 Fairbanks N. Houston,	Houston	77064	(281) 437-7700
TX	6783	Cunningham, Michael A.		16001 S. Post Oak Blvd.,	Houston	77053	(281) 354-5300
TX	6785	Cunningham, Michael A.		21693 FM 1314 Suite 100,	Porter Heights	77406	(254) 532-2332
TX	6786	Cunningham, Michael A.		39014 67th Street,	Fort Hood	76544	(713) 671-2145
TX	6787	Abdelmotal, Elsadig M.		5805 Lyons Avenue,	Houston	77020	(713) 464-0708
TX	6792	Dhedhi, Wahid I.		12649 Memorial Dr.,	Houston	77024	(979) 849-6446
TX	6793	Dhedhi, Danish W.		1242 E. Mulberry St.,	Angleton	77515	(281) 585-2222
TX	6794	Cunningham, Michael A.		1401 S. Gordon St.,	Alvin	77511	(210) 499-4422
TX	6795	Murph, Alan D.		2770 E. Evans Road,	San Antonio	78259	(903) 983-1530
TX	6796	Mekonnen, Mac A.		201 N. Henderson Boulevard,	Kilgore	75662	(830) 393-7979
TX	6797	Murph, Alan D.		921 10th Street, Suite 109,	Floresville	78114	(210) 527-9505
TX	6800	Murph, Alan D.		250 W Houston St,	San Antonio	78205	(940) 855-8110
TX	6801	Loehr, Michael Anthony		4114 Burk Burnett Rd.,	Wichita Falls	76306	(940) 691-5818
TX	6802	Loehr, Michael Anthony		4518 Maplewood Ave.,	Wichita Falls	76308	(936) 624-0111
TX	6803	Dennis, Brian K.		1000 Block E. Loop 304,	Crockett	75835	(972) 438-7780
TX	6805	Bailey, Brian K.		1135 E. Irving Blvd.,	Irving	75060	(972) 548-7070
TX	6806	Hamill, R. Brent		1717 W. University Dr., Suite 417,	Mckinney	75069	(254) 939-2888
TX	6808	Cunningham, Michael A.		323 N Main St,	Belton	76513-3162	(713) 633-6330

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	6809	Abdelmotal, Elsadig M.		9800 Homestead Road,	Houston	77016	(281) 540-3030
TX	6810	Cunningham, Michael A.		1006 Fm, 1960 E. Bypass,	Humble	77338	(281) 852-3000
TX	6811	Dennis, Brian K.		7036 A-1 FM 1960 Rd. E.,	Humble	77346	(254) 526-9446
TX	6812	Cunningham, Michael A.		901 10th Street,	Killeen	76541	(979) 233-2333
TX	6813	Cunningham, Michael A.		305 N. Gulf Blvd.,	Freeport	77541	(972) 303-0225
TX	6814	Hamill, R. Brent		1514 Rowlett Rd., Suite 101,	Garland	75043	(817) 483-9999
TX	6815	Mayhall, Dennis L.		4201 Sw Green Oaks Blvd,	Arlington	76017	(972) 442-6101
TX	6816	Hamill, R. Brent		620 N. Highway 78, Suite 604,	Wylie	75098	(903) 813-1212
TX	6817	Palmer, Steven T.		1915 N. FM 1417, Suite 600,	Sherman	75092	(817) 428-1818
TX	6818	Mayhall, Dennis L.		7630 N. Beach St.,	Ft. Worth	76137	(972) 842-4737
TX	6819	Hamill, R. Brent		5250 State Highway 78, Suite 500,	Sachse	75048	(972) 642-4600
TX	6820	Bailey, Brian K.		510 S. Carrier Parkway, Suite 141,	Grand Prairie	75051	(817) 423-3838
TX	6821	Mayhall, Dennis L.		7638 McCart Ave. #7640,	Ft. Worth	76133	(214) 375-3030
TX	6822	Mekonnen, Mac A.		1107 W. Camp Wisdom Road,	Dallas	75232	(972) 386-7200
TX	6823	Bailey, Brian K.		13410 Preston Road, Suite A,	Dallas	75240	(972) 501-9900
TX	6824	Bailey, Brian K.		10045 N. MacArthur Blvd., Suite 109,	Irving	75063	(832) 351-2600
TX	6825	Cunningham, Michael A.		11940 S. Highway 6,	Sugarland	77478	(512) 863-8888
TX	6826	Cunningham, Michael A.		104 Western Trail, Suite 101,	Georgetown	78628	(903) 463-4444
TX	6827	Palmer, Steven T.		3415 W FM 120,	Denison	75020	(940) 668-8848
TX	6828	Palmer, Steven T.		1211 N. Grand Ave.,	Gainesville	76240	(830) 367-1747
TX	6829	Funderburg, Dain F.		610 Hwy 39, Suite A,	Ingram	78025	(325) 944-0581
TX	6830	Funderburg, Dain F.		2223 W. Avenue N.,	San Angelo	76904	(325) 658-2411
TX	6831	Funderburg, Dain F.		2619 N. Bryant Boulevard,	San Angelo	76903	(432) 332-3311
TX	6832	Gerety, Cassie		2624 E. 8th Street,	Odessa	79761	(903) 723-2200
TX	6833	Looney, Kenneth Dewayne		1926 Crockett Road,	Palestine	75460	(972) 293-2000
TX	6834	Mekonnen, Mac A.		103 East Beltline Road, Suite K,	Cedar Hill	75104	(972) 642-6100
TX	6835	Bailey, Brian K.		3725 S. Carrier Parkway, Suite 115,	Grand Prairie	75052	(972) 557-7100
TX	6836	Hamill, R. Brent		13004 Spring Oak Drive,	Balch Springs	75180	(409) 735-6886
TX	6837	Brown, Randy L. Sr.		2380 Texas Ave.,	Bridge City	77611	(903) 885-1530
TX	6838	Mekonnen, Mac A.		1328 S Broadway,	Sulphur Springs	75482	(325) 227-8349
TX	6839	Funderburg, Dain F.		4814 Southland Blvd.,	San Angelo	76904	(325) 695-3030
TX	6840	Gerety, Cassie		1806 S. Clack St.,	Abilene	79605	(512) 871-0206
TX	6841	Senior, Sheryln W.		5145 North FM 620 Rd. Suite F-120,	Austin	78732	(325) 677-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	6842	Gerety, Cassie		1125 E. N. 10th St.,	Abilene	79601	(830) 591-1020
TX	6843	Salido, Fernando		243 W. Main St.,	Uvalde	78801	(979) 251-9063
TX	6844	Dhedhi, Danish W.		2650 Hwy. 36 South,	Brenham	77833	(972) 223-0400
TX	6845	Mekonnen, Mac A.		101 South Hampton Road,	De Soto	75115	(281) 288-3000
TX	6846	Cunningham, Michael A.		818 E. Louetta Rd., Suite 100	Spring	77373	(512) 251-0996
TX	6847	Senior, Sheryln W.		1420 Wells Branch Pkwy. Ste. 105,	Pflugerville	78660	(817) 431-8888
TX	6848	Mayhall, Dennis L.		807-B Price Road, Suite C,	Keller	76248	(817) 237-3600
TX	6849	Mayhall, Dennis L.		6732 Jacksboro Highway,	Lake Worth	76135	(806) 749-7222
TX	6850	Dumais, Michelle A.		8901 Hwy 87, #108,	Lubbock	79423	(432) 267-4111
TX	6851	Gerety, Cassie		2111 S. Gregg St.,	Big Spring	79721	(210) 678-0003
TX	6852	Murph, Alan D.		9107 Marbach Rd,	San Antonio	78245	(281) 351-0030
TX	6853	Abdelmotal, Elsadig M.		14057 F.M. 2920,	Tomball	77375	(254) 666-0222
TX	6854	Mayhall, Dennis L.		1520 Hewitt Drive,	Waco	76712	(432) 685-3030
TX	6855	Gerety, Cassie		604 N. Big Spring St.,	Midland	79701	(432) 362-3030
TX	6856	Gerety, Cassie		3111 Faudree Rd., Suite E	Odessa	79765	(432) 689-3030
TX	6857	Gerety, Cassie		4519 North Garfield St.,	Midland	79705	(432) 699-3030
TX	6858	Gerety, Cassie		3300 W. Illinois Ave. Suite B,	Midland	79703	(432) 332-3030
TX	6859	Gerety, Cassie		2251 Linda Ave.,	Odessa	79763	(469) 362-5755
TX	6860	Garner, James W.		7333 Coit Rd., Suite 100,	Frisco	75035	(806) 354-8889
TX	6861	Vigil, Lawrence A.		5914 Hillside Rd.,	Amarillo	79109	(806) 358-7181
TX	6862	Vigil, Lawrence A.		2604 Wolflin Ave.,	Amarillo	79109	(806) 376-6111
TX	6863	Vigil, Lawrence A.		1701 S. Nelson St.,	Amarillo	79103	(806) 665-8080
TX	6864	Howell, Wesley O.		1541 N. Hobart St.,	Pampa	79065	(806) 291-9999
TX	6865	Vigil, Lawrence A.		2110 W. 5th St.,	Plainview	79072	(806) 655-6600
TX	6866	Vigil, Lawrence A.		301 N 23rd St. Suite B,	Canyon	79015	(806) 763-3030
TX	6870	Vigil, Lawrence A.		2510 Marsha Sharp Freeway, Suite 300	Lubbock	79415	(806) 792-3816
TX	6871	Vigil, Lawrence A.		5407-4th Street, Ste. A,	Lubbock	79416	(806) 762-8484
TX	6872	Dumais, Michelle A.		2113 50th Street,	Lubbock	79412	(806) 794-5000
TX	6873	Vigil, Lawrence A.		5815 82nd St. Suite 135,	Lubbock	79424	(817) 413-8888
TX	6874	Mayhall, Dennis L.		4201 E. Berry St. #18,	Ft. Worth	76105	(903) 868-3838
TX	6875	Palmer, Steven T.		2301 Loy Lake Rd.,	Sherman	75090	(469) 656-3040
TX	6876	Hamill, R. Brent		913 W. Stacy Rd., Suite 160,	Allen	75013	(469) 543-0420
TX	6877	Bailey, Brian K.		4120 W. 15th St. #101,	Plano	75093	(972) 712-4900

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TX	6879	Garner, James W.		9175 Preston Vineyard,	Frisco	75035	(915) 845-7500
TX	6880	Hamill, R. Brent		5076 Doniphan Dr.,	El Paso	79932	(956) 783-3030
TX	6882	Salido, Fernando		1140 E. Expressway 83,	Pharr	78577	(915) 562-3500
TX	6884	Hamill, R. Brent		3907 Dyer Street,	El Paso	79930	(940) 514-1657
TX	6885	McIntyre, Robin S.		3730 E. McKinney Suite 107A,	Denton	76208	(915) 594-7555
TX	6886	Hamill, R. Brent		2128 Wedgewood Dr.,	El Paso	79925	(915) 585-9500
TX	6887	Hamill, R. Brent		6633 N. Mesa St., Suite 105	El Paso	79912	(915) 857-7600
TX	6888	Hamill, R. Brent		1895 George Dieter,	El Paso	79936	(915) 757-3433
TX	6889	Hamill, R. Brent		10048 Dyer Street,	El Paso	79924	(915) 858-8500
TX	6890	Hamill, R. Brent		8613 Alameda Ave.,	El Paso	79907	(915) 778-4499
TX	6892	Hamill, R. Brent		6920 Delta Drive, Suite 8,	El Paso	77905	(956) 276-9696
TX	6893	Salido, Fernando		795 W. Business Hwy. 77,	San Benito	78586	(817) 326-2466
TX	6894	Mayhall, Dennis L.		3264 Fall Creek Highway,	Acton	76049	(806) 894-3030
TX	6895	Busby, Jonathan Michael		The Shops at Levelland, Suite 700,409 East Highway	Levelland	79336	(817) 441-6888
TX	6896	Mayhall, Dennis L.		109 S. Ranch House Road, Suite 104,	Willow Park	76087	(210) 648-9090
TX	6897	Murph, Alan D.		4547 Rigsby Ave.,	San Antonio	78222	(972) 289-7700
TX	6900	Hamill, R. Brent		515 N. Galloway Ave.,	Mesquite	75149	(817) 277-4444
TX	6901	Mayhall, Dennis L.		1838 S. Cooper,	Arlington	76013	(817) 921-9393
TX	6902	Mayhall, Dennis L.		2801 W. Berry St.,	Fort Worth	76109	(817) 548-8888
TX	6903	Mayhall, Dennis L.		1608 Randoll Mill,	Arlington	76012	(817) 465-2000
TX	6904	Mayhall, Dennis L.		2501-B E Mayfield,	Arlington	76014	(817) 625-7676
TX	6905	Mayhall, Dennis L.		5150 River Oaks Blvd,	River Oaks	76114	(817) 496-0333
TX	6906	Mayhall, Dennis L.		2177 W Green Oaks Blvd,	Arlington	76013	(817) 548-8700
TX	6907	Mayhall, Dennis L.		1916 Baird Farm Rd,	Arlington	76006	(972) 563-0511
TX	6908	Ingram, David		305 East Moore Street,	Terrell	75160	(903) 455-7111
TX	6909	Ingram, David		4717-B Wesley St,	Greenville	75401	(214) 691-8284
TX	6910	Hamill, R. Brent		8446 Park Lane,	Dallas	75231	(214) 691-7511
TX	6911	Bailey, Brian K.		6045 Sherry Lane,	Dallas	75225	(254) 523-6500
TX	6912	Mayhall, Dennis L.		3601 N. 19th St,	Waco	76705	(214) 328-3144
TX	6913	Hamill, R. Brent		10704 Garland Road, Suite 100,	Dallas	75218	(972) 840-1131
TX	6914	Hamill, R. Brent		149 W. Kingsley Road, Suite 202,	Garland	75041	(214) 333-2371
TX	6915	Bailey, Brian K.		1050 N. Westmoreland Road, Suite 110,	Dallas	75211	(214) 324-5394
TX	6916	Hamill, R. Brent		3312 N. Buckner Blvd., Suite 207,	Dallas	75228	(214) 388-8300

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TX	6917	Hamill, R. Brent		9185 Bruton Road,	Dallas	75217	(214) 350-4444
TX	6918	Bailey, Brian K.		10909 Webb Chapel Road, Suite 118,	Dallas	75229	(972) 895-3030
TX	6919	Bailey, Brian K.		495 W Illinois,	Dallas	75211	(903) 886-2116
TX	6920	Ingram, David		2200 Live Oak,	Commerce	75428	(817) 465-7777
TX	6921	Mayhall, Dennis L.		130 E Bardin Road,	Arlington	76018	(432) 689-3311
TX	6922	Gerety, Cassie		4700 Briarwood Ave.,	Midland	79707	(972) 231-2200
TX	6923	Hamill, R. Brent		1600 N. Plano Road, Suite 2300,	Richardson	75081	(214) 634-7900
TX	6924	Bailey, Brian K.		1820 W. Mockingbird Lane, Suite 10,	Dallas	75235	(817) 641-6266
TX	6925	Russek II, Ronald L.		615 W. Henderson,	Cleburne	76033	(972) 781-0600
TX	6926	Bailey, Brian K.		6505 W. Park Blvd.,	Plano	75093	(972) 243-1010
TX	6927	Bailey, Brian K.		13260 Josey Lane, Suite 117,	Farmers Branch	75234	(972) 487-1100
TX	6928	Hamill, R. Brent		1332 S. Plano Rd., Suite 100,	Richardson	75081	(214) 330-4883
TX	6929	Bailey, Brian K.		2419 W. Illinois Ave.,	Dallas	75233	(972) 474-3030
TX	6930	Bailey, Brian K.		6451 Riverside Drive,	Irving	75039	(972) 436-3577
TX	6931	McKanna, Michael Corey		175 S. Southwest Parkway, Ste. 8,	Lewisville	75067	(972) 618-3030
TX	6932	Bailey, Brian K.		3829 W. Spring Creek Pkwy., Suite #106A,	Plano	75023	(972) 424-4561
TX	6933	Bailey, Brian K.		3509 E. Park Blvd. Suite #170,	Plano	75074	(972) 235-3600
TX	6934	Bailey, Brian K.		518 W. Arapahoe Road, Suite 103,	Richardson	75080	(972) 492-1116
TX	6935	McKanna, Michael Corey		3733 N Josey Lane, Suite 116,	Carrollton	75007	(972) 517-7000
TX	6936	Bailey, Brian K.		909 W. Spring Creek Pkwy., #440,	Plano	75023	(940) 323-2222
TX	6937	McIntyre, Robin S.		709 Sunset Street,	Denton	76201	(817) 297-9922
TX	6938	Mayhall, Dennis L.		1201 FM 1187 E.,Suite 1	Crowley	76036	(817) 738-7777
TX	6939	Mayhall, Dennis L.		4620 Camp Bowie Blvd.,	Fort Worth	76107	(817) 282-8484
TX	6940	Mayhall, Dennis L.		4305 W Pipeline Road,	Euless	76040	(817) 423-2828
TX	6941	Mayhall, Dennis L.		5400 D Woodway,	Ft Worth	76133	(817) 590-8787
TX	6942	Mayhall, Dennis L.		7218 Grapevine Highway,	Richland Hills	76180	(817) 282-4848
TX	6943	Mayhall, Dennis L.		2817 Brown Trail,	Bedford	76022	(817) 355-8855
TX	6944	Mayhall, Dennis L.		1101 N. Main,	Euless	76039	(817) 551-5656
TX	6945	Mayhall, Dennis L.		3201 Forest Hill Circle,	Forest Hill	76140	(817) 310-5855
TX	6946	Mayhall, Dennis L.		600 W Northwest Hwy.,	Grapevine	76051	(817) 427-3030
TX	6947	Mayhall, Dennis L.		6628 Rufe Snow Rd,	Ft. Worth	76118	(817) 560-3838
TX	6948	Mayhall, Dennis L.		8808 Hwy. 580 W.,(aka Hwy. 80/Weatherford Hwy	Ft. Worth	76116	(817) 492-4545
TX	6949	Mayhall, Dennis L.		6612-F Brentwood Stair Rd,	Ft Worth	76112	(903) 838-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	6950	Schroepfer, Kenneth M.		602 Redwater Road,	Wake Village	75501	(972) 620-7444
TX	6951	Li, Heng		Walnut Plaza Shopping Center, 3720 W. Walnut H	Dallas	75229	(972) 875-4040
TX	6952	Mekonnen, Mac A.		306 E. Ennis Ave.,	Ennis	75119	(817) 579-1800
TX	6953	Mayhall, Dennis L.		1151 E. Highway 377 Suite 107,	Granbury	76048	(817) 624-3535
TX	6954	Mayhall, Dennis L.		2680 N. Main,	Ft. Worth	76164	(903) 855-3035
TX	6955	Mekonnen, Mac A.		300 S. Greer Blvd,	Pittsburg	75686	(903) 796-8281
TX	6956	Mekonnen, Mac A.		506 Loop Highway, 59 North,	Atlanta	75551	(972) 727-7777
TX	6957	Bailey, Brian K.		1210 E. Main St., #100,	Allen	75002	(903) 785-5511
TX	6958	Mekonnen, Mac A.		1828 Lamar Avenue,	Paris	75460	(903) 832-3030
TX	6959	Mekonnen, Mac A.		2730 Richmond Road,	Texarkana	75503	(903) 753-8939
TX	6960	Mekonnen, Mac A.		110 Triple Creek Drive #45,	Longview	75601	(469) 460-6770
TX	6961	Mayhall, Dennis L.		5244 S. State Highway 360,	Grand Prairie	75052	(903) 939-3131
TX	6962	Mekonnen, Mac A.		5111 Troup Hwy, #103,	Tyler	75707	(903) 592-4432
TX	6963	Mekonnen, Mac A.		701 W. Gentry Parkway,	Tyler	75702	(940) 328-1151
TX	6964	Mayhall, Dennis L.		801 SE 1st Street,	Mineral Wells	76067	(817) 831-7575
TX	6965	Mayhall, Dennis L.		3810 E Belknap St.,	Fort Worth	76111	(817) 613-8585
TX	6966	Mayhall, Dennis L.		808 Fort Worth Hwy., Suite 112	Weatherford	76086	(817) 249-3333
TX	6967	Mayhall, Dennis L.		8723 Highway 377 S.,	Benbrook	76126	(972) 387-3030
TX	6968	Bailey, Brian K.		15203 Knoll Trail Drive, Suite 115,	Dallas	75248	(817) 785-8787
TX	6969	Mayhall, Dennis L.		711 South Industrial Blvd.,	Euless	76040	(936) 569-2121
TX	6970	Looney, Kenneth Dewayne		2403 North Street,	Nacogdoches	75965	(214) 520-7100
TX	6971	Bailey, Brian K.		2615 Oaklawn Avenue, Suite 110,	Dallas	75219	(903) 935-4383
TX	6972	Tepe, Marcia A.		2100 Victory Dr.,	Marshall	75672	(972) 780-0900
TX	6973	Bailey, Brian K.		402 E. Wheatland Road,	Duncanville	75116	(214) 827-8600
TX	6974	Hamill, R. Brent		4105 Skillman Street,	Dallas	75206	(972) 986-1747
TX	6975	Bailey, Brian K.		222 N. Story Road, Ste. 118,	Irving	75061	(972) 255-2257
TX	6976	Bailey, Brian K.		3305 Walnut Hill Lane,	Irving	75038	(214) 828-9090
TX	6977	Hamill, R. Brent		4420 Gaston Avenue,	Dallas	75246	(972) 317-3030
TX	6978	McKanna, Michael Corey		1940 FM 407,	Highland Village	75067	(972) 370-8181
TX	6979	McIntyre, Robin S.		5000 Main St., Suite 318,	The Colony	75056	(936) 634-5600
TX	6980	Looney, Kenneth Dewayne		1521 S. First Street,	Lufkin	75901	(325) 643-3112
TX	6981	Miller, Terry D.		1012 B Coggin Avenue, Suite B,	Brownwood	76801	(817) 335-8888
TX	6982	Mayhall, Dennis L.		900 Henderson St.,	Fort Worth	76102	(972) 416-5500

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TX	6983	Bailey, Brian K.		2220 Marsh Lane, Suite 100,	Carrollton	75006	(214) 369-7979
TX	6984	Hamill, R. Brent		10910 North Central Expressway, Suite 600,	Dallas	75231	(903) 872-8301
TX	6985	Mayhall, Dennis L.		200 N. 15th St.,	Corsicana	75110	(469) 480-3030
TX	6986	Bailey, Brian K.		940 N Riverfront,	Dallas	75207	(972) 530-3777
TX	6987	Hamill, R. Brent		1529 W. Buckingham Rd. #2,	Garland	75042	(972) 771-4092
TX	6988	Hamill, R. Brent		2330 Greencrest Blvd.,	Rockwall	75087	(254) 799-3030
TX	6989	Mayhall, Dennis L.		700 N Loop 340,	Bellmead	76705-2589	(254) 753-0131
TX	6990	Mayhall, Dennis L.		1201 Speight Ave,	Waco	76706	(254) 776-3442
TX	6991	Mayhall, Dennis L.		1428 Wooded Acres Dr., Suite 130,	Waco	76710	(254) 836-9900
TX	6992	Mayhall, Dennis L.		9901 China Spring Rd., Suite A,	Waco	76708	(254) 968-5551
TX	6993	Wolfe, Laura M.		2753 W. Washington,	Stephenville	76401	(972) 613-5300
TX	6994	Hamill, R. Brent		2218 Town East Blvd.,	Mesquite	75150	(432) 683-7272
TX	6995	Gerety, Cassie		503 E. Interstate 20,	Midland	79706	(940) 442-5858
TX	6996	McIntyre, Robin S.		1610 Teasley Lane,	Denton	76205	(760) 200-0802
TX	8001	Buckner, Rory L.		1101 Bunton Creek Road,	Kyle	78640	(512) 886-3800
TX	8002	Mayhall, Dennis L.		6600 North Freeway,	Fort Worth	76137	(682) 282-4242
TX	8003	Mayhall, Dennis L.		4608 Bryant Irvin Road, Suite 441,	Fort Worth	76132	(682) 235-6888
TX	8004	Schweitzer, Michael H.		2208 W. 4th St.,	Cameron	76520	(254) 605-0999
TX	8005	Schweitzer, Michael H.		1500 W. Cameron Ave.,	Rockdale	76567	(512) 446-2230
TX	8007	Salido, Fernando		11150 Research Blvd., Suite 203,	Austin	78759	(512) 520-0009
TX	8008	Murph, Alan D.		14249 Potranco Road,	San Antonio	78253	(210) 876-3030
TX	8009	Murph, Alan D.		8103 Bandera Road,	San Antonio	78250	(210) 960-3030
TX	8011	Mekonnen, Mac A.		1050 E. Broadway Ave.,	Gladewater	75647	(903) 844-7171
TX	8012	Cunningham, Michael A.		1108 W. Adams Avenue,	Temple	76504	(254) 773-3333
TX	8014	Abdelmotal, Elsadig M.		3905 11th St.,	Brookshire	77423	(346) 707-2116
TX	8015	Bailey, Brian K.		111 S Cedar Ridge Dr.,	Duncanville	75116	(469) 283-3030
TX	8016	McBride, Alfred Timothy		1431 East Broadway Avenue,	Cuero	77954	(361) 799-4030
TX	8017	See, Kevin P.		695 North Preston Rd. #110,	Celina	75009	(469) 202-3063
TX	8018	Mayhall, Dennis L.		5309 McPherson Blvd.,	Fort Worth	76123	(682) 291-9111
TX	8020	Benevente, Thomas R.		1551 E. Monte Cristo Rd,	Edinburg	78542	(956) 305-5500
TX	8021	McKanna, Michael Corey		250 N US Hwy 377,	Argyle	76226	(940) 784-6333
TX	8022	Mayhall, Dennis L.		815 E. Berry St. Ste.101,	Fort Worth	76110	(682) 291-9199
TX	8023	Hamill, R. Brent		2180 Robert B Cullum Blvd.,	Dallas	75210	(972) 707-1666

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TX	8025	Mayhall, Dennis L.		2221 FM 2280,	Keene	76059	(817) 645-0088
TX	8027	Bailey, Brian K.		480 W 303 Hwy,	Grand Prairie	75051	(469) 672-3030
TX	8028	Alvarado, Ricardo		13650 Eastlake Drive, Suite 510	Horizon City	79928	(915) 852-8877
TX	8029	Murph, Alan D.		703 US Highway 90 E, Suite 106,	Castroville	78009	(830) 538-3888
TX	8030	Mekonnen, Mac A.		1694 South Beckham Ave,	Tyler	75701	(903) 592-1530
TX	8031	Mayhall, Dennis L.		313 S. Broadway Street, Suite 5,	Joshua	76058	(817) 558-3838
TX	8032	Mayhall, Dennis L.		710 North Parkway Dr.,	Alvarado	76009	(817) 790-6000
TX	8033	Cunningham, Michael A.		3026 E College Park Drive,	Conroe	77384	(936) 273-3111
TX	8035	Coronis, Stephen Isaac		7708-B Lohman Ford Rd.,	Lago Vista	78645	(512) 267-3232
TX	8036	Mekonnen, Mac A.		210 Crestway St. Suite #102,	Athens	75751	(903) 670-3160
TX	8037	Murph, Alan D.		1320 W. Oaklawn, Suite A,	Pleasanton	78064	(830) 569-5599
TX	8038	Chukwukelu, Christopher E.		723 E. Quinlan Pkwy, Suite B	Quinlan	75474	(903) 356-2200
TX	8039	Murph, Alan D.		2819 Palo Alto Rd., Suite #101,	San Antonio	78211	(210) 924-3030
TX	8040	Salido, Fernando		4570 East US Hwy 83, Suite #21,	Rio Grande City	78582	(956) 487-8000
TX	8041	Mayhall, Dennis L.		4101 Highway 121,	Bedford	76021	(817) 510-0001
TX	8042	Cunningham, Michael A.		13203 Fry Road, Suite 900,	Cypress	77433	(281) 758-0626
TX	8043	Alvarado, Ricardo		681 South Horizon Blvd. Suite K,	Socorro	79927	(915) 791-0909
TX	8044	Cunningham, Richard P.		100 Old Railroad, Suite C	Kaufman	75142	(469) 376-8001
TX	8045	Cunningham, Michael A.		13731 FM 1097, Suite 200	Willis	77318	(936) 890-9070
TX	8046	Cunningham, Michael A.		23933 Nichols Sawmill Road,	Hockley	77447	(281) 259-3363
TX	8047	Henderson, David E.		353 S Commercial,	Aransas Pass	78336	(361) 758-5300
TX	8048	Abdelmotal, Elsadig M.		3607 Old Spanish Trail,	Houston	77021	(713) 747-3800
TX	8049	Salido, Fernando		1702 Highway 100, Suite D,	Port Isabel	78578	(956) 943-8880
TX	8051	Mouch, Thomas F.		4950 Katy Gaston Rd., Suite A	Katy	77494	(281) 574-2070
TX	8052	Salido, Fernando		5460 N. Paredes Line Rd., Suite 193,	Brownsville	78526	(956) 541-3800
TX	8053	Benevente, Thomas R.		1715 Expressway 83, Suite C-1,	Penitas	78576	(956) 584-0404
TX	8054	Marshall, Selby Mark		11211 E. Hwy. 290, Ste. 400,	Manor	78653	(512) 272-8888
TX	8055	Benevente, Thomas R.		701 International Blvd., Suite 108,	Hidalgo	78557	(956) 843-8899
TX	8056	Alvarado, Ricardo		12420 Edgemere, Suite 108,	El Paso	79938	(915) 855-4555
TX	8057	Mekonnen, Mac A.		1305 N. Bluegrove Road,	Lancaster	75134	(972) 227-3015
TX	8058	Mekonnen, Mac A.		930 James Bowie Dr.,	New Boston	75570	(903) 628-1415
TX	8059	Cunningham, Michael A.		1400 East Old Settlers Boulevard,	Round Rock	78664	(512) 428-4809
TX	8060	Mayhall, Dennis L.		717 N. Holland Rd, #110,	Mansfield	76063	(817) 842-6600

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	8061	McBride, Alfred Timothy		105 Flint Rock Ct,	Victoria	77904	(361) 485-0990
TX	8062	Murph, Alan D.		11703 Huebner Road, Suite #105,	San Antonio	78230	(210) 236-3888
TX	8063	Murph, Alan D.		3390 William Hardee Road, Building 1387,	Fort Sam Houston	78234	(210) 507-5656
TX	8064	Murph, Alan D.		26108 Overlook Parkway, Suite 1119,	San Antonio	78260	(210) 253-8100
TX	8065	Murph, Alan D.		9714 Potranco Road,	San Antonio	78251	(210) 682-7272
TX	8066	Murph, Alan D.		941 South General McMullen Drive, Suite #102,	San Antonio	78237	(210) 278-5500
TX	8067	Abdelmotal, Elsadig M.		12002 Shadow Creek Parkway, Suite 105,	Pearland	77584	(713) 436-9990
TX	8068	Hamill, R. Brent		8120 Lakeview Parkway, Suite 500,	Rowlett	75088	(469) 304-5900
TX	8069	Murph, Alan D.		6338 Old Pearsall Road, Suite #104,	San Antonio	78242	(210) 278-9909
TX	8070	Murph, Alan D.		1803 Vance Jackson #401,	San Antonio	78213	(210) 278-9900
TX	8071	Loehr, Michael Anthony		9661 Audelia Road, Ste. 121	Dallas	75238	(214) 340-1100
TX	8072	Murph, Alan D.		6827 N. FM 1604 West,	San Antonio (Chase Hill)	78249	(210) 646-6400
TX	8073	Murph, Alan D.		11026 Culebra Road, Suite 103,	San Antonio	78253	(210) 651-4040
TX	8074	Murph, Alan D.		1451 Stewart St., Bldg. 7025,	Lackland AFB, San Antonio	78236	(210) 599-6060
TX	8075	Mekonnen, Mac A.		1029 S. Jackson St.,	Jacksonville	75766	(903) 339-6606
TX	8076	Cunningham, Michael A.		7410 West Adams Avenue, Suite 100,	Temple	76502	(254) 228-5584
TX	8077	Benevente, Thomas R.		306 East Main Avenue, Unit 4	Alton	78573	(956) 581-9300
TX	8078	Hamill, R. Brent		140 E. FM 544, Suite 84,	Murphy	75094	(214) 484-2800
TX	8079	Gerety, Cassie		1335 North Main St.,	Andrews	79714	(432) 523-2333
TX	8080	Gerety, Cassie		800 South Main St., Suite 1,	Seminole	79360	(432) 758-3334
TX	8081	Buckner, Rory L.		15300 South IH-35, Suite 370	Buda	78610	(512) 312-4334
TX	8172	See, Kevin P.		2750 Preston Road, Suite 114,	Celina	75009	(214) 851-2222
TX	8195	Sanches, Kristopher John		4631 Airport Blvd., Suite 124,	Austin	78751	(512) 374-1000
TX	8196	Vigil, Lawrence A.		Indiana Ave. tbd,	Lubbock	79423	(806) 701-5700
TX	8197	Cunningham, Michael A.		20333 S. W. Freeway,	Sugar Land	77479	(281) 937-7250
TX	8311	Gerety, Cassie		118 Raul Florez Blvd.,	Pecos	79772	(432) 445-0031
TX	8828	Li, Heng		562 South Hwy US 69, Suites 100, 200, 300,	Leonard	75452	(903) 587-2888
TX	9221	Bailey, Brian K.		401 W. Rochelle Road,	Irving	75062	(972) 887-3529
TX	9222	Gerety, Cassie		33 Windmill Circle,	Abilene	79606	(325) 698-3030
TX	9223	Funderburg, Dain F.		279 Keareny Blvd, Bldg 310	Goodfellow AFB	76908	(325) 703-6650
TX	9224	Mekonnen, Mac A.		522 State Highway 31 W,	Chandler	75758	(903) 515-4088
TX	9225	Mayhall, Dennis L.		2201 North Tarrant Parkway,	Ft. Worth	76177	(817) 529-2828
TX	9226	Li, Heng		100 S. Lake Rd., Suite 100,	Lavon	75166	(469) 356-1300

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TX	9227	Mayhall, Dennis L.		229 US Highway 380,	Bridgeport	76426	(940) 683-3737
TX	9228	Salido, Fernando		3701 Colbath Ave., Suites 10 & 20,	McAllen	78503	(956) 627-2433
TX	9229	Abdelmotal, Elsadig M.		3250 SH 249,	Pinehurst	77362	(281) 789-7213
TX	9230	Burnham, Mason		2906 Bagdad Rd.,Ste. 110	Leander	78641	(512) 456-7990
TX	9231	McIntyre, Robin S.		4940 Teasley Lane, Suite 174,	Denton	76210	(940) 514-1991
TX	9233	Vigil, Lawrence A.		Willow Glen Shopping Center,2015 South Coulter	Amarillo	79106	(806) 398-3030
TX	9234	Gerety, Cassie		1307B North Loop 250 West, Suite 9,	Midland	79706	(432) 694-3331
TX	9235	Henderson, David E.		2501 SH 361,	Port Aransas	78373	(361) 749-3620
TX	9236	Mekonnen, Mac A.		1963 N Trade Days Blvd,	Canton	75103	(903) 567-3030
TX	9237	Cunningham, Michael A.		850 South Lop 336 W,	Conroe	77304	(936) 249-2449
TX	9238	Cunningham, Michael A.		7810-7812 Almeda,	Houston	77054	(832) 968-8080
TX	9239	Busby, Jonathan Michael		1402 N. Lubbock Highway, Suite A,	Brownfield	79316	(806) 636-3030
TX	9240	Hamill, R. Brent		2601 N. Mesa St.,	EI Paso	79902	(915) 587-1900
TX	9241	Marshall, Selby Mark		9001 Cameron Road,Ste. 203	Austin	78754	(512) 614-0031
TX	9242	Murph, Alan D.		9163 FM 78 Ste. 78,	Converse	78109	(210) 659-3030
TX	9243	McKanna, Michael Corey		3000 FM 407 E, Suite 200,	Bartonville	76226	(940) 455-7500
TX	9244	Brown, Randy L. Sr.		1934 Hwy. 190 W.,	Livingston	77351	(936) 327-4444
TX	9245	Mekonnen, Mac A.		16669 FM 2493,	Tyler	75703-7941	(903) 939-0705
TX	9246	Mekonnen, Mac A.		117 E. Main Street,	Royce City	75189	(972) 635-2099
TX	9247	Hamill, R. Brent		11400 Sean Haggerty, Building B,	EI Paso	79934	(915) 626-5464
TX	9248	McKanna, Michael Corey		1500 W Hebron Parkway, #110,	Carrollton	75010	(972) 395-4700
TX	9249	Dhedhi, Danish W.		101 E Hwy 90,	Dayton	77535	(936) 258-1900
TX	9250	Mayhall, Dennis L.		12412 Timberland, Suite 332,	Ft. Worth	76244	(817) 623-0000
TX	9251	Gerety, Cassie		5107 College Ave.,	Snyder	79549	(325) 573-1333
TX	9252	Bailey, Brian K.		3600 Communications Parkway, Suite 635,	Plano	75093	(972) 608-2929
TX	9253	Vigil, Lawrence A.		300 E. 19th St. #300,	Dumas	79029	(806) 934-0030
TX	9254	Loehr, Michael Anthony		300 S. Ave. D,	Burkburnett	76354	(940) 569-1000
TX	9255	Gerety, Cassie		960 E. 87th St., Ste. A,	Odessa	79765	(432) 366-7272
TX	9256	Mayhall, Dennis L.		2484 Avondale-Haslet Rd.,Suite 600 & 700	Haslet	76052	(817) 529-1111
TX	9257	Mekonnen, Mac A.		711 Estes Drive,Suite 101	Longview	75602	(903) 553-9110
TX	9258	Benevente, Thomas R.		2720 South Expressway 281,	Edinburg	78539	(956) 380-5199
TX	9259	Cunningham, Michael A.		2501 E. 7th St.,Ste. 300	Austin	78702	(512) 480-0826
TX	9260	Cunningham, Michael A.		6210 Sienna Parkway,Ste. 330	Missouri City	77459	(281) 778-0688

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TX	9261	Cunningham, Michael A.		1204 Railroad Ave,Ste. 102	Georgetown	78626	(512) 688-5014
TX	9262	Mayhall, Dennis L.		217 N. FM 156, Suite C,	Justin	76247	(940) 648-8383
TX	9263	Marshall, Selby Mark		910 Lee Dildy Blvd.,Suite 120	Elgin	78621	(512) 285-4000
TX	9264	Brown, Randy L. Sr.		10424 IH-10,Ste. 600	Baytown	77523	(281) 573-3333
TX	9265	Palmer, Steven T.		551 N. Stemmons Freeway,	Sanger	76266	(940) 458-1111
TX	9266	Li, Heng		204 E. Princeton Drive,	Princeton	75407	(972) 736-1888
TX	9267	Senior, Sheryln W.		18701 Limestone Commercial Dr,Ste. 400	Pflugerville	78660	(512) 990-7991
TX	9268	Bernal, Michael P		119 Business Park Drive, Suite 300,	Kenedy	78119	(830) 583-0599
TX	9269	Murph, Alan D.		1290 Wonder World Dr,	San Marcos	78666	(512) 392-7272
TX	9270	Murph, Alan D.		11590 Galm Rd Ste. 101,	San Antonio	78254	(210) 521-3333
TX	9271	Murph, Alan D.		1256 FM 78 Ste. 108,	Schertz	78154	(210) 659-1515
TX	9272	Sanches, Kristopher John		5317 Nuckols Crossing, Suite 104,	Austin	78744	(512) 494-5463
TX	9273	Cunningham, Michael A.		4400 State Hwy 6 South,	College Station	77845	(979) 431-1424
TX	9274	Senior, Sheryln W.		13764 Research Blvd.,Ste. A	Austin	78750	(512) 250-9190
TX	9275	Cunningham, Michael A.		87030 Old Ironsides Ave., Bldg. 87030,	Fort Hood	76544	(254) 532-4444
TX	9276	Cunningham, Michael A.		11511 FM 1960 E.,	Huffman	77336	(832) 645-5300
TX	9277	McKanna, Michael Corey		502 South Old Orchard Lane,Suite 104	Lewisville	75067	(972) 436-3570
TX	9278	Salido, Fernando		2013 Wells Branch Parkway Ste 109,	Austin	78728	(512) 992-1375
TX	9279	Palmer, Steven T.		807 S. US 75, Suite 200,	Anna	75409	(972) 924-8000
TX	9280	Salido, Fernando		1920 Thurman St,	Laredo	78046	(956) 722-2221
TX	9281	Salido, Fernando		401 E. Business 83,	Donna	78537	(956) 461-3030
TX	9282	Abdelmotal, Elsadig M.		2303 State Hwy 36,Ste. 100	Sealy	77474	(979) 885-0100
TX	9285	Cunningham, Michael A.		3701 Guadalupe St,Ste. 101	Austin	78705	(512) 580-6488
TX	9286	Mayhall, Dennis L.		5650 Rendon Bloodworth Road,	Fort Worth	76140	(817) 985-5555
TX	9287	Gerety, Cassie		1208 S. Stockton Ave.,	Monahans	79756	(432) 943-3331
TX	9288	Bailey, Brian K.		1133 N. Zang Blvd., Suite 105,	Dallas	75203	(469) 804-6030
TX	9289	Mekonnen, Mac A.		158 Heritage Pkwy.,	Gun Barrel City	75156	(903) 887-4040
TX	9290	Hamill, R. Brent		7500 Stacy Road, Suite 110,	McKinney	75070	(214) 592-0344
TX	9291	Bailey, Brian K.		920 S. Belt Line Road, Suite #100,	Coppell	75019	(972) 462-1400
TX	9292	Cunningham, Michael A.		3555 Rayford Rd., Suite 80,	Spring	77386	(281) 528-4083
TX	9294	Palmer, Steven T.		100 Hwy 377, Suite 100 & 102,	Pilot Point	76258	(940) 686-5500
TX	9295	Burnham, Mason		2051 Cypress Creek Rd.,Ste. R	Cedar Park	78613	(512) 814-2028
TX	9296	Mayhall, Dennis L.		700 West Hale Ave.,	Decatur	76234	(940) 627-4700

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	9297	Vigil, Lawrence A.		701 North 25 Mile Avenue,	Hereford	79045	(806) 360-4200
TX	9298	Renfro, Emily R.		9972 Interstate 20,	Eastland	76448	(254) 629-3399
TX	9319	Salido, Fernando		5800 N. 10th St., Bldg. 100, Ste. 140,	McAllen	78504	(956) 540-7110
TX	9321	Salido, Fernando		72 E. Grant Street,	Roma	78584	(956) 765-2018
TX	9322	Salido, Fernando		1910 West Braker Lane, #500,	Austin	78758	(512) 992-0700
TX	9325	Salido, Fernando		512 E. Edinburg Ave., Ste. G,	Elsa	78543	(956) 567-2590
TX	9327	Garner, James W.		2930 Preston Road, Suite 170,	Frisco	75034	(214) 387-8000
TX	9328	See, Kevin P.		1001 E. Eldorado Parkway, Suite 80,	Little Elm	75068	(469) 980-7777
TX	9329	Bailey, Brian K.		1301 Custer Rd., Suite 310,	Plano	75075	(469) 786-6841
TX	9330	Dhedhi, Danish W.		117 N. Mechanic Street,	El Campo	78620	(979) 320-6976
TX	9331	McKanna, Michael Corey		1701 N. Corinth Street,	Corinth	76210	(940) 497-3211
TX	9332	Palmer, Steven T.		1020 US Highway 377 N, Suite A,	Whitesboro	76273	(903) 564-3444
TX	9333	Schweitzer, Michael H.		14220 W. State Hwy 29,	Liberty Hill	78642	(512) 778-9300
TX	9334	Cunningham, Michael A.		200 W. Central Texas Expy, Suite B,	Harker Heights	76548	(254) 252-4600
TX	9335	McCormick, Mitchel A.		509 South Expressway 83, C-6,	Harlingen	78550	(956) 428-2300
TX	9336	Coronis, Stephen Isaac		203 West Polk St,	Burnet	78611	(512) 234-8551
TX	9337	Salido, Fernando		1606 E. Parmer Lane, Suite #200,	Austin	78753	(512) 394-5056
TX	9338	Cunningham, Michael A.		1525 W. Villa Maria Rd.,	Bryan	77807	(979) 823-0010
TX	9339	McKanna, Michael Corey		219 East Church Street,	Lewisville	75057	(972) 436-3578
TX	9340	Murph, Alan D.		Bldg 2735,	Fort Sam Houston	78234	(210) 510-1555
TX	9341	Gerety, Cassie		1003 North Sycamore,	Fort Stockton	79735	(432) 336-9999
TX	9342	Hamill, R. Brent		1605 Antonio Street, Suite B,	Anthony	79821	(915) 587-1919
TX	9343	Hamill, R. Brent		20752 Gulf Victory Way,	Ft. Bliss	79916	(915) 603-5666
TX	9344	Mayhall, Dennis L.		140 NW John Jones Drive #100,	Burleson	76028	(817) 529-5656
TX	9345	Mayhall, Dennis L.		9650 Legacy Drive, Suite 202,	Ft. Worth	76108	(817) 632-3888
TX	9347	Cunningham, Michael A.		2001 State Hwy 71 West, Ste 10,	La Grange	78945	(979) 206-2121
TX	9348	Pallagi, Christopher J.		15500 W. Hwy 71, Suite 200,	Bee Cave	78738	(512) 712-5733
TX	9349	Vigil, Lawrence A.		4525 Milwaukee Avenue, Unit 400,	Lubbock	79407	(806) 701-4570
TX	9352	Palmer, Steven T.		228 West Main Street,	Denison	75020	(903) 463-2222
TX	9360	Palmer, Steven T.		Henry Hynds Expressway & Texana Street,	Van Alstyne	75495	(903) 712-2121
TX	9361	Pallagi, Christopher J.		11805 Bee Cave Road Suite #200,	Bee Caves	78738	(512) 551-9916
TX	9362	Dain, Daniel W. Jr.		3719 Leopard St.,	Corpus Christi	78408	(361) 400-4050
TX	9364	Dain, Daniel W. Jr.		15401 S. Padre Island Dr.,	Corpus Christ	78418	(361) 589-5800

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
TX	9365	Funderburg, Dain F.		5701 W. Slaughter Lane Bldg A, Suite 160,	Austin	78749	(737) 212-9005
TX	9366	Dain, Daniel W. Jr.		5656 Weber Rd.,	Corpus Christi	78413	(361) 851-4040
TX	9375	Mayhall, Dennis L.		8465 Boat Club Rd. Suite 101,	Fort Worth	76179	(817) 391-8338
TX	9377	Funderburg, Dain F.		2209 S Bridge St,	Brady	76825	(325) 597-1613
TX	9379	McKanna, Michael Corey		420 E Round Grove Rd.,	Lewisville	75067	(469) 830-7999
TX	9382	Bernal, Michael P		166 Menefee St. Suite A,	Hondo	78861	(830) 444-0600
UT	7500	Kearns, David		210 E. 100 S.,	Roosevelt	84066	(435) 722-2024
UT	7521	Beadles, Jonathon G.		775 S. Main St.,	Smithfield	84335	(435) 213-3549
UT	7525	Avelar, Israel V.		750 Kearns Blvd #140,	Park City	84060	(435) 649-7788
UT	7528	Rasmussen, Christopher R.		460 N. Main St.,	Heber City	84032	(435) 654-5533
UT	7533	Riddle, Charles M.		1024 N. Main St. #C,	Tooele	84074	(435) 833-0606
UT	7535	Snow, Randy E.		2311 Santa Clara Drive, Suite I,	Santa Clara	84765	(435) 688-8885
UT	7536	Riddle, Charles M.		1352 E. Center St.,	Spanish Fork	84660	(801) 798-0303
UT	7543	Snow, Randy E.		410 West State Street,	Hurricane	84737	(435) 635-3322
UT	7547	Riddle, Charles M.		887 East 100 North #4,	Payson	84651	(801) 465-1112
UT	7549	Riddle, Charles M.		167 North 100 West,	Cedar City	84720	(435) 586-0600
UT	7550	Beadles, Jonathon G.		1153 N. Main Street,	Logan	84341	(435) 753-8770
UT	7552	Beadles, Jonathon G.		627 N Marketplace Drive,	Centerville	84014	(801) 292-2000
UT	7553	Beadles, Jonathon G.		981 S. Main St.,	Logan	84321	(435) 752-8900
UT	7554	Beadles, Jonathon G.		725 W. 1200 S.,Suite C	Perry	84302	(435) 734-9200
UT	7555	Snow, Randy E.		987 S. Bluff St.,Unit G	St. George	84770	(435) 628-2228
UT	7556	Avelar, Israel V.		1673 Ute Blvd,	Park City	84098	(435) 800-1299
UT	7557	Riddle, Charles M.		1593 N Redwood Rd,	Saratoga Springs	84045	(385) 336-2363
UT	7565	Beadles, Jonathon G.		10 West Main,	Hyrum	84319	(435) 245-7777
UT	7582	Kearns, David		640 East Main Street,	Price	84501	(435) 637-3151
UT	7586	Kearns, David		895 W. Hwy. 40,	Vernal	84078	(435) 781-2121
UT	7588	Beadles, Jonathon G.		1 West Main St.,	Tremonton	84337	(435) 257-5881
UT	7592	Riddle, Charles M.		901 W. 400 South,	Springville	84663	(801) 491-7111
UT	7597	Riddle, Charles M.		225 E Main St., Ste. C,	Grantsville	84029	(435) 884-9595
UT	9101	Snow, Randy E.		293 E Telegraph St., Suite 108,	Washington	84780	(435) 627-6655
UT	9102	Riddle, Charles M.		4095 E. Pony Express Pkwy.,	Eagle Mountain	84005	(801) 789-5999
UT	9110	Snow, Randy E.		2351 South River Rd., #1,	St. George	84790	(435) 656-0005
UT	9117	Riddle, Charles M.		676 North Highway 36,Pad C-3	Stansbury Park	84074	(435) 268-1444

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
UT	9120	Treleven, Anthony		702 South Main Street, Suite 100,	Moab	84532	(435) 259-5555
VA	1335	Shaw, Kevin E.		2113 College Avenue,	Bluefield	24605	(276) 326-7070
VA	4200	Miller, Rebecca Lynn		105-C Lew Dewitt Blvd.,	Waynesboro	22980	(540) 932-0000
VA	4213	Rea, Michael S.		6546 Hampton Roads Parkway,	Suffolk	23435	(757) 686-5280
VA	4221	Rea, Michael S.		2048 Atlantic Ave.,Suite B	Chesapeake	23324	(757) 494-7050
VA	4222	Rea, Michael S.		2616 A Airline Blvd.,	Portsmouth	23701	(757) 465-9120
VA	4223	Rea, Michael S.		540 E. Constance Rd.,	Suffolk	23434	(757) 934-2000
VA	4224	Rea, Michael S.		2807 E. Virginia Beach Blvd.,	Norfolk	23504	(757) 629-0777
VA	4225	Rea, Michael S.		1201 London Blvd.,	Portsmouth	23704	(757) 393-3333
VA	4228	Carraway, Mary Lynne		7625 Linton Hall Road,	Gainesville	20165	(703) 754-3000
VA	4232	Kochensparger, Christopher H.		2433 Colony Crossing Place,	Midlothian	23112	(804) 245-8470
VA	4233	Carraway, Mary Lynne		10050 Sowder Village Square,	Manassas	20109	(571) 393-3900
VA	4234	Carraway, Mary Lynne		10895 Main Street,	Fairfax	22030	(703) 352-9800
VA	4235	Biggar, Shawn R.		36103 Goodwin Dr.,	Locust Grove	22508	(540) 972-3811
VA	4238	Hurd, Timothy A.		990 E. Main St.,	Abingdon	24210	(276) 628-7191
VA	4239	Hamilton, Bryan S.		501 W. 4th St.,	Salem	24153	(540) 387-3030
VA	4240	Miller, Rebecca Lynn		1137 Millmont Street,	Charlottesville	22903	(434) 971-8383
VA	4241	Miller, Rebecca Lynn		341 Towncenter Ln. #300A,	Charlottesville	22901	(434) 234-3111
VA	4242	Miller, Rebecca Lynn		508 Stewart Street,	Charlottesville	22902	(434) 979-2525
VA	4243	Miller, Rebecca Lynn		1147 5th St. SW,	Charlottesville	22902	(434) 970-7777
VA	4244	Kochensparger, Christopher H.		135 N. Madison Rd.,	Orange	22960	(540) 672-2300
VA	4245	Miller, Rebecca Lynn		283 N Central Ave,	Staunton	24401	(540) 885-3311
VA	4246	Earman, Rush N. III		25 S Jefferson Street,	Lexington	24450	(540) 463-7375
VA	4247	Angulo, Hayden		10649-A Braddock Road,	Fairfax	22032	(703) 352-0990
VA	4248	Miller, Rebecca Lynn		31 Miller Circle,	Harrisonburg	22801	(540) 433-2300
VA	4249	Miller, Rebecca Lynn		41 Burgess Rd.,	Harrisonburg	22801	(540) 433-3111
VA	4252	Cobbs, Kenneth L. II		253 East Hundred Rd.,	Chester	23836	(804) 530-5030
VA	4260	Shaw, Kevin E.		970 E. Stuart Drive,	Galax	24333	(276) 293-5800
VA	4263	Kochensparger, Christopher H.		9451 Amberdale Dr.,	Richmond	23636	(804) 276-0330
VA	4264	Cobbs, Kenneth L. II		3085 Boulevard,	Colonial Heights	23834	(804) 520-2200
VA	4265	Cobbs, Kenneth L. II		9563-B Kings Charter Dr.,	Ashland	23005	(804) 550-2555
VA	4266	Barrett, Zachary D.		115 Mall Rd,	Covington	24426	(540) 724-6500
VA	4267	Carraway, Mary Lynne		43330 Junction Plaza, St. 118,	Ashburn	20147	(703) 729-6100

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
VA	4268	Barrett, Zachary D.		4930 Greensboro Road,	Ridgeway	24148	(276) 250-5100
VA	4269	Hamilton, Bryan S.		5044 Keagy Rd, Suite H-110	Roanoke	24018	(540) 900-2323
VA	4270	Shaw, Kevin E.		1655 Roanoke St.,	Christiansburg	24073	(540) 585-4010
VA	4271	Shaw, Kevin E.		1589 N. Main Street,	Marion	24354	(276) 759-0303
VA	4272	Shaw, Kevin E.		5423 Alexander Road,	Dublin	24084	(540) 518-0080
VA	4273	Cobbs, Kenneth L. II		4320 West Hundred Rd.,	Chester	23831	(804) 768-0303
VA	4275	Cobbs, Kenneth L. II		107 Midtown Ave.,	Farmville	23901	(434) 392-3000
VA	4276	Carraway, Mary Lynne		10059 James Madison Highway,	Warrenton	20187	(540) 439-0400
VA	4280	Cobbs, Kenneth L. II		111 Sandy Court, Unit A,	Danville	24541	(434) 836-9503
VA	4281	Shaw, Kevin E.		3960 Valley Gateway Boulevard, Suite 5,	Roanoke	24012	(540) 982-1555
VA	4282	Shaw, Kevin E.		25 Williamson Rd. NE,	Roanoke	24016	(540) 345-3033
VA	4283	Hamilton, Bryan S.		3021 Brambleton Avenue, SW,	Roanoke	24015	(540) 772-0020
VA	4284	Barrett, Zachary D.		62 Firstwatch Drive,	Moneta	24121	(540) 215-0500
VA	4285	Hurd, Timothy A.		3003A Lee Highway,	Bristol	24202	(276) 466-8888
VA	4286	Barrett, Zachary D.		4826 Hollins Rd.,	Roanoke	24019	(540) 366-8080
VA	4287	Shaw, Kevin E.		2362 Peter's Creek Road NW,	Roanoke	24017	(540) 562-3030
VA	4288	Barrett, Zachary D.		730 East Church St., Ste 10,	Martinsville	24112	(276) 634-5050
VA	4289	Barrett, Zachary D.		2444 Virginia Ave.,	Collinsville	24078	(276) 647-7474
VA	4290	Shaw, Kevin E.		905 N. Main Street,	Blacksburg	24060-5525	(540) 953-4600
VA	4291	Shaw, Kevin E.		1700 East Main Street,	Radford	24141	(540) 639-6144
VA	4292	Shaw, Kevin E.		426 Peppers Ferry Rd.,	Christiansburg	24073	(540) 382-0808
VA	4293	Hamilton, Bryan S.		4145B West Main Street,	Salem	24153	(540) 900-4343
VA	4294	Cobbs, Kenneth L. II		3920 Wards Rd.,	Lynchburg	24502	(434) 237-7788
VA	4295	Shaw, Kevin E.		1155 N. 4th Street, Suite 550	Wytheville	24382	(276) 335-0154
VA	4296	Ambrosi, Stephen J.		41 Ford Avenue,	Stanardsville	22973	(434) 985-1888
VA	4297	Miller, Rebecca Lynn		325 Four Leaf Lane, Suite 5	Crozet	22932	(434) 823-7752
VA	4300	Biggar, Shawn R.		10740 Courthouse Road,	Fredericksburg	22408	(540) 891-0303
VA	4302	Boyle, Scott M.		15439 Warwick Blvd., Suite E,	Newport News	23608	(757) 887-3030
VA	4315	Carraway, Mary Lynne		6365 Columbia Pike,	Falls Church	22041	(571) 348-5400
VA	4316	Carraway, Mary Lynne		2972-A Chain Bridge Rd.,	Oakton	22124	(703) 255-0900
VA	4317	Carraway, Mary Lynne		761 Elder Street,	Herndon	20170	(703) 689-3200
VA	4318	Carraway, Mary Lynne		331 Maple Ave. East,	Vienna	22180	(703) 319-3300
VA	4319	Carraway, Mary Lynne		9912-B Georgetown Pike,	Great Falls	22066	(703) 759-0200

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VA	4320	Boyle, Scott M.		445 Merrimac Trail #D,	Williamsburg	23185	(757) 220-3770
VA	4321	Boyle, Scott M.		1220 Richmond Rd.,	Williamsburg	23185	(757) 229-8885
VA	4323	Palmeri, Christina S.		10817 Tidewater Trail,Suite C	Fredericksberg	22408	(540) 371-4411
VA	4332	Carraway, Mary Lynne		7732 Richmond Highway,	Alexandria	22306	(703) 799-3030
VA	4333	Carraway, Mary Lynne		550 N. Quincy St.,	Arlington	22203	(703) 276-1400
VA	4334	Carraway, Mary Lynne		4698 King Street,	Alexandria	22302	(703) 820-0800
VA	4337	Miller, Rebecca Lynn		14809 Spotswood Trail,	Elkton	22827	(540) 298-2220
VA	4339	Carraway, Mary Lynne		4811 Lee Highway,	Arlington	22207	(703) 243-0004
VA	4340	Carraway, Mary Lynne		370 S. Pickett St.,	Alexandria	22304	(703) 370-4400
VA	4341	Carraway, Mary Lynne		2602 Columbia Pike,	Arlington	22204-4408	(703) 521-3030
VA	4342	Carraway, Mary Lynne		8641 Richmond Highway,	Alexandria	22309	(703) 360-0700
VA	4343	Carraway, Mary Lynne		6228 Richmond Highway,	Alexandria	22303	(703) 721-0200
VA	4345	Carraway, Mary Lynne		7129 Columbia Pike,	Annandale	22003	(703) 941-7900
VA	4346	Carraway, Mary Lynne		3535 S. Ball St.,	Arlington	22202	(703) 684-3344
VA	4347	Carraway, Mary Lynne		6138 Arlington Blvd #C,	Falls Church	22044	(703) 533-9000
VA	4348	Carraway, Mary Lynne		1106 W. Broad St., #15,	Falls Church	22046	(703) 532-3030
VA	4349	Carraway, Mary Lynne		1420 Chain Bridge Road,	McLean	22101	(703) 847-0500
VA	4351	Cobbs, Kenneth L. II		7076 Mechanicsville Tpk,	Mechanicsville	23111	(804) 730-9277
VA	4352	Shaw, Kevin E.		1022 East Main Street,	Pulaski	24301	(540) 994-0200
VA	4353	Cobbs, Kenneth L. II		#17 Henry Clay Shopping Center,aka 401 England	Ashland	23005	(804) 798-7800
VA	4354	Carraway, Mary Lynne		20921 Davenport Drive Unit 126,	Sterling	20165	(703) 430-0900
VA	4355	Palmeri, Christina S.		511 Jefferson Davis Hwy.,	Fredericksburg	22401	(540) 371-3030
VA	4356	Biggar, Shawn R.		4211 D Plank Road,	Fredericksburg	22407	(540) 786-8188
VA	4358	Boyle, Scott M.		12840 Jefferson Ave.,	Newport News	23608	(757) 877-3030
VA	4359	Rea, Michael S.		1100 Armory Drive,	Franklin	23851	(757) 562-7888
VA	4360	Clise, Michael W.		80 Featherbed Lane,	Winchester	22601	(540) 667-3400
VA	4361	Clise, Michael W.		724 Berryville Avenue,	Winchester	22601	(540) 665-1911
VA	4363	Carraway, Mary Lynne		500 North Henry St.,	Alexandria	22314	(703) 548-3030
VA	4364	Zitzer, Scott A.		9 Campbell St,	Luray	22853	(540) 743-4586
VA	4365	Clise, Michael W.		712 N. Commerce Ave.,	Front Royal	22630	(540) 635-4171
VA	4366	Miller, Rebecca Lynn		493 West Reservoir Road,	Woodstock	22664	(540) 459-2001
VA	4367	Kearney, Andrew		721 Dominion Square,	Culpeper	22701	(540) 825-7601
VA	4369	Carraway, Mary Lynne		6715-K Backlick Road,	Springfield	22150	(703) 866-1200

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VA	4370	Rodgers, Mark		9532 Old Keene Mill Rd.,	Burke	22015	(703) 644-2226
VA	4371	Carraway, Mary Lynne		9127 Lee Hwy,	Fairfax	22031	(703) 280-5950
VA	4372	Miller, Rebecca Lynn		344 Stoneridge Drive,	Ruckersville	22968	(434) 481-5050
VA	4373	Angulo, Hayden		8068 Rolling Road,	Springfield	22153	(703) 455-7700
VA	4376	Cobbs, Kenneth L. II		1020 Bill Tuck Hwy. Suites 100 & 200,	South Boston	24592	(434) 572-1933
VA	4377	Carraway, Mary Lynne		8962 Burke Lake Road,	Springfield	22151	(703) 764-2807
VA	4378	Carraway, Mary Lynne		81 W. Lee Hwy.,	Warrenton	20186	(540) 347-0001
VA	4379	Carraway, Mary Lynne		7772 Gunston Plaza,	Lorton	22079	(703) 550-5100
VA	4380	Carraway, Mary Lynne		8813 Centreville Road,	Manassas	20110	(703) 369-7733
VA	4381	Carraway, Mary Lynne		944 Edwards Ferry Road NE,	Leesburg	20176	(703) 771-9495
VA	4382	Carraway, Mary Lynne		3063C Centreville Road,	Herndon	20171	(571) 349-8600
VA	4383	Carraway, Mary Lynne		22330 S. Sterling Blvd., Suite A112	Sterling	20164	(703) 444-4000
VA	4384	Carraway, Mary Lynne		8130 Ashton Ave. Suite 103,	Manassas	20109	(703) 368-2000
VA	4385	Carraway, Mary Lynne		14120 B Lee Highway,	Centreville	20120	(703) 830-9000
VA	4386	Kearney, Andrew		595 Madison Road,	Culpeper	22701	(540) 825-7600
VA	4387	Carraway, Mary Lynne		5960 Kingstowne Towne Center Blvd., Suite 100	Alexandria	22315	(703) 971-3033
VA	4389	Carraway, Mary Lynne		13053 Lee Jackson Memorial Hwy. Ste. 18,	Fairfax	22033	(703) 818-7100
VA	4392	Carraway, Mary Lynne		8133B Watson Street,	McLean	22102	(703) 873-7333
VA	4393	Mendoza, Javier J.		220 Elizabeth Dr.,	Stephens City	22655	(540) 869-9669
VA	4394	Carraway, Mary Lynne		2303-A Soapstone Drive,	Reston	22091	(703) 860-4900
VA	4396	Kochensparger, Christopher H.		14834 Hull Street Road,	Chesterfield	23832	(804) 739-2444
VA	4397	Cobbs, Kenneth L. II		1000-C Main Street,	Altavista	24517	(434) 369-6767
VA	4399	Carraway, Mary Lynne		22556 Amendola Terrace Suite 180,	Ashburn	20148	(703) 726-0330
VA	6008	Miller, Rebecca Lynn		2927 Stuarts Draft Hwy.,	Stuarts Draft	24477	(540) 337-4200
VA	6012	Cobbs, Kenneth L. II		14521 Forest Rd.,	Forest	24551	(434) 385-0404
VA	6013	Cobbs, Kenneth L. II		1051 Village Highway, Suite G,	Rustburg	24588	(434) 332-1135
VA	6014	Boyle, Scott M.		5251 John Tyler Highway, Unit #23,	Williamsburg	23185	(757) 258-8788
VA	6015	Miller, Rebecca Lynn		630 North Main St., Suite E,	Bridgewater	22812	(540) 828-1777
VA	6016	Carraway, Mary Lynne		10175 Hastings Dr.,	Manassas	20110	(703) 330-8000
VA	6032	Palmeri, Christina S.		43 Beachgate Shopping Center, 700 McKinney Blv	Colonial Beach	22443	(804) 224-2334
VA	6033	Rea, Michael S.		426 Furr St.,	South Hill	23970	(434) 447-7700
VA	6034	Biggar, Shawn R.		840 Warrenton Rd.,	Fredericksburg	22406	(540) 374-1515
VA	6036	Rea, Michael S.		1933 South Church St.,	Smithfield	23430	(757) 357-6710

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VA	6038	Rea, Michael S.		200 Market Dr.,	Emporia	23847	(434) 634-4040
VA	6043	Carraway, Mary Lynne		43073 Peacock Market Plaza, Unit 125,	South Riding	20152	(703) 327-9999
VA	6046	Cobbs, Kenneth L. II		1824 Tappahannock Blvd.,	Tappahannock	22560	(804) 443-6585
VA	6048	Carraway, Mary Lynne		748 E. Main St.,	Purcellville	20132	(540) 338-1188
VA	6049	Shoemaker, Larry Jr.		91 Washington Square Plaza Suite 105,	Fredericksburg	22405	(540) 371-7212
VA	6052	Cobbs, Kenneth L. II		210 W. 22nd St.,	Buena Vista	24416	(540) 261-1111
VA	6054	Ambrosi, Stephen J.		66 Joshua Lane,	Palmyra	22963	(434) 589-5525
VA	6056	Ambrosi, Stephen J.		501 E. Main Street, #116,	Louisa	23093	(540) 967-9700
VA	6057	Warner, Erner A.		6101 George Washington Memorial Highway,	Gloucester	23061	(804) 693-6800
VA	6058	Palmeri, Christina S.		15417- A Dahlgren Rd.,	King George	22485	(540) 644-1414
VA	6096	Miller, Rebecca Lynn		105 S. Timber Way,	Broadway	22815	(540) 901-9001
VA	6097	Barrett, Zachary D.		400 Old Franklin Turnpike,Suite 105	Rocky Mount	24151	(540) 483-4140
VA	6109	Palmeri, Christina S.		17489 Jefferson Davis Hwy.,	Ruther Glen	22546	(804) 448-5588
VA	6162	Cobbs, Kenneth L. II		1390 Broad St.,	Oilville	23129	(804) 784-5555
VA	6196	Palmeri, Christina S.		6374 Jefferson Davis Hwy., #100,	Spotsylvania	22551	(540) 582-7766
VA	6197	Palmeri, Christina S.		7959 Kings Hwy.,	King George	22485	(540) 775-9000
VA	8082	Carraway, Mary Lynne		5491 Merchants View Square,	Haymarket	20169	(571) 261-5800
VA	8083	Cobbs, Kenneth L. II		109 North Bridge St.,	Bedford	24523	(540) 587-5555
VA	8084	Cobbs, Kenneth L. II		12130 East Lynchburg,Salem Highway, Unit 1&2	Forest	24551	(434) 525-6000
VA	8085	Cobbs, Kenneth L. II		910 Main Street,	Lynchburg	24504	(434) 845-6000
VA	8088	Cobbs, Kenneth L. II		1501 Lakeside Drive,	Lynchburg	24501	(434) 544-8115
VA	8092	Cobbs, Kenneth L. II		3215 Rock Creek Villa Dr.,	Quinton	23141	(804) 932-9930
VA	8093	Shaw, Kevin E.		2445 East Washington Ave.,Suite A	Vinton	24179	(540) 491-9991
VA	8094	Palmeri, Christina S.		16631 Mountain Road,	Montpelier	23192	(804) 883-7300
VA	8095	Rea, Michael S.		33 W Windsor Blvd.,	Windsor	23487	(757) 242-4949
VA	8096	Cobbs, Kenneth L. II		1405 South Boston Road,	Danville	24541	(434) 793-3792
VA	8097	Palmeri, Christina S.		4917 Richmond Tappahannock Hwy. Suite #7,	Aylett	23009	(804) 769-7000
VA	8281	Cobbs, Kenneth L. II		196 Ambriar Plaza,	Amherst	24521	(434) 946-0606
VA	8295	Carraway, Mary Lynne		5976 12th Street,	Fort Belvior	22060	(703) 360-0027
VA	8296	Cobbs, Kenneth L. II		61 Tuskegee Airman Blvd.,	Langley AFB	23665	(757) 766-2000
VA	8323	Carraway, Mary Lynne		24650 South Point Dr., Suite 110,	Chantilly	20152	(571) 399-6300
VA	8395	Barrett, Zachary D.		50 Market Center Way,	Daleville	24083	(540) 904-0494
VA	8396	Cobbs, Kenneth L. II		7101 Forest Hill Ave. Ste. U,	Richmond	23225	(804) 327-1633

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VA	8397	Cobbs, Kenneth L. II		3207 Forest Brook Rd.,	Lynchburg	24501	(434) 385-1100
VA	8399	Carraway, Mary Lynne		20020-20070 Ashbrook Commons Plaza,	Ashburn	20147	(571) 353-3030
VA	8450	Cobbs, Kenneth L. II		1965 Confederate Boulevard,	Appomattox	24522	(434) 352-5252
VA	8479	Carraway, Mary Lynne		5663 Stone Road Suite 18,	Centreville	20120	(571) 549-1900
VA	8495	Shaw, Kevin E.		2165 Bennington Street,	Roanoke	24014	(540) 595-0675
VT	3049	Jarvis, Timothy R.		167 Route 7,	Milton	05468	(802) 893-3333
VT	3101	Litwhiler, Steve C.		485 Colchester Avenue,	Burlington	05401	(802) 658-3333
VT	3102	Litwhiler, Steve C.		10 Farrell St,	S Burlington	05403	(802) 658-5667
VT	3103	Litwhiler, Steve C.		58A Pearl St.,	Essex Junction	05452	(802) 878-1111
VT	3104	Litwhiler, Michael		24 Wales St.,	Rutland	05701	(802) 775-0044
VT	3105	Litwhiler, Steve C.		1548 North Avenue,	Burlington	05401	(802) 658-6558
VT	3106	Litwhiler, Steve C.		322 N. Main St.,	Barre	05641	(802) 479-2222
VT	3107	Jarvis, Timothy R.		266 North Main Street,	St. Albans	05478	(802) 527-5333
VT	3108	Zonfrilli, Joseph V.		748 Main St.,	Bennington	05201	(802) 442-5550
VT	3122	Litwhiler, Michael		124 Springfield Plaza Rd,	Springfield	05156	(802) 277-5500
VT	3135	Litwhiler, Michael		201 Cornerstone Drive,	Williston	05495	(802) 232-2777
VT	3164	Litwhiler, Michael		25 Berlin Street,	MONTPELIER	05602	(802) 229-7777
VT	3166	Litwhiler, Michael		33 Railroad Square,	Newport	05855	(802) 673-1333
VT	3195	Zonfrilli, Joseph V.		499 Canal Street,	Brattleboro	05301	(802) 257-5010
VT	3231	Bell, Keith		250 Railroad Street,	St Johnsbury	05819	(802) 748-3555
WA	7000	Farmer, Jeffrey D.		134 N. 1st Street,	Shelton	98584	(360) 427-8700
WA	7018	Keller, Gregory S.		24437 Russell Road, Suite 102,	Kent	98032	(253) 859-7899
WA	7019	Keller, Gregory S.		1140 Galaxy Dr. NE, Suite H,	Lacey	98516	(360) 456-1812
WA	7020	Farmer, Patrick D.		20631 Bothell Everett Hwy., Suite J,	Bothell	98012	(425) 481-4848
WA	7021	Brown, Michael W.		22219 Mountain Highway East,	Spanaway	98387	(253) 617-3223
WA	7022	Keller, Gregory S.		20 SW 7th Street, Suite B,	Renton	98057	(425) 793-5002
WA	7023	Keller, Gregory S.		4025 A Street SE, Suite 103,	Auburn	98002	(253) 275-1266
WA	7024	Brown, Michael W.		3840 Pacific Avenue East, Suite C 101,	Tacoma	98418	(253) 501-7555
WA	7027	Brown, Michael W.		3710 Factoria Blvd. SE, Suite C,	Bellevue	98006	(425) 747-9766
WA	7028	Farmer, Patrick D.		9815 State Avenue, Suite #B,	Marysville	98270	(360) 653-8088
WA	7030	Farmer, Patrick D.		22941 Hwy. 99, Unit #A,	Edmonds	98026	(425) 776-3030
WA	7031	Gaube, Steve		3289 SE Lund Ave. Suite #101,	Port Orchard	98366	(360) 871-9000
WA	7032	Gaube, Steve		23969 NE Highway 3 #G,	Belfair	98528	(360) 233-2266

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WA	7035	Anderson, Shane H.		2901 N. Argonne Rd.,	Millwood	99212	(509) 926-3555
WA	7037	Keller, Gregory S.		2600 N.W. Randall Way, #115,	Silverdale	98383	(360) 692-4040
WA	7038	Gaube, Steve		14122 92nd Ave NW Ste. 1,	Gig Harbor	98329	(253) 525-2100
WA	7039	Gaube, Steve		4800 Pt. Fostick Drive,	Gig Harbor	98335	(253) 851-1020
WA	7040	Farmer, Jeffrey D.		2605 Simpson Avenue,	Hoquiam	98550	(360) 533-3500
WA	7041	Alexander, Steven		19679 State Route 410 E.,	Bonney Lake	98391	(253) 862-3100
WA	7042	Anderson, Shane H.		604 S. Sullivan Rd.,,	Spokane Valley	99037	(509) 927-4992
WA	7043	Brown, Michael W.		462 228th Ave. NE,	Sammamish	98074	(425) 836-2720
WA	7045	Hamilton, Troy C.		6300 NE 117th Ave. B8,	Vancouver	98662	(360) 254-4408
WA	7046	Farmer, Patrick D.		19150 NE Woodinville Duvall Rd., Suite A-5,	Woodinville	98077	(425) 844-3030
WA	7047	Keller, Gregory S.		2800 Milton Way,	Milton	98354	(253) 927-0303
WA	7048	Brown, Michael W.		Willow Hill Shopping Center,10223 132nd St. E, S	Puyallup	98374	(253) 840-3000
WA	7049	Anderson, Shane H.		North 9329 Division,	Spokane	99218	(509) 468-2000
WA	7050	Farmer, Patrick D.		19819 State Route 2,	Monroe	98272	(360) 805-9090
WA	7051	Keller, Gregory S.		19653 7th Ave. NE,	Poulsbo	98370	(360) 779-1020
WA	7052	Farmer, Patrick D.		118 Ferry St.,	Sedro Woolley	98284	(360) 855-1000
WA	7053	Keller, Gregory S.		1719 22nd Ave. Suite B,	Seattle	98122	(206) 712-1504
WA	7055	Farmer, Patrick D.		303 91st Ave. NE, Suite A -101,	Lake Stevens	98258	(425) 377-9000
WA	7056	Hamilton, Troy C.		3512 NE 3rd Avenue,	Camas	98607	(360) 835-1500
WA	7057	Keller, Gregory S.		3220 California Avenue SW,	Seattle	98116	(206) 926-4191
WA	7059	Walter, Eldon R.		533 Custer Way SE Suite B,	Tumwater	98501	(360) 754-0000
WA	7060	Farmer, Patrick D.		2027 196th Street SW, Suite R-6,	Lynnwood	98036	(425) 744-0303
WA	7061	Smith, Jeffrey W.		1019 Yakima Valley Highway,	Sunnyside	98944	(509) 836-2300
WA	7062	Farmer, Patrick D.		6830 Bothell Way NE,	Bothell	98028	(425) 806-0303
WA	7063	Keller, Gregory S.		714 Taylor Ave. North,	Seattle	98109	(206) 285-7000
WA	7067	Singh, Amanpreet		755 W. Washington St., Suite B,	Sequim	98382	(360) 582-1600
WA	7068	Anderson, Shane H.		1235 N. Liberty Lake Drive #107,	Liberty Lake	99019	(509) 444-4242
WA	7069	Farmer, Patrick D.		3704 172nd Street NE, Suite O,	Arlington	98223	(360) 659-1120
WA	7070	Covington, Jerry L.		4001 Kennedy Road, Suite 10,	West Richland	99353	(509) 627-2000
WA	7072	Hamilton, Troy C.		11 NW 12th Ave, Suite 113,	Battle Ground	98604	(360) 667-0667
WA	7073	Farmer, Patrick D.		8195 Guide Meridian St.,	Lynden	98264	(360) 325-7676
WA	7076	Brown, Michael W.		9805 224th St.,Suite E	Graham	98338	(253) 847-8393
WA	7077	Keller, Gregory S.		7034 State Highway 303,	Bremerton	98311	(360) 698-3232

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
WA	7078	Farmer, Patrick D.		1863 Main Street, Suite 103,	Ferndale	98248	(360) 380-2100
WA	7079	Walter, Eldon R.		10501 Creek St. SE,	Yelm	98597	(360) 400-2222
WA	7080	Farmer, Patrick D.		3425 Birch Bay Lynden Rd.,	Custer	98240	(360) 366-4200
WA	7082	Keller, Gregory S.		Bldg 11574 A Street,	Fort Lewis	98433	(253) 964-3030
WA	7083	Bulkley, Scott Arthur		845 NE Monroe Street,	Pullman	99163	(509) 332-1555
WA	7084	Keller, Gregory S.		4717 Brooklyn Avenue NE,	Seattle	98105	(206) 525-9551
WA	7085	Farmer, Patrick D.		13119 Seattle Hill Road, Building 3, Suite 108,	Snohomish	98296	(425) 379-8000
WA	7086	Brown, Michael W.		7328 Better Way SE, Suite 110,	Snoqualmie	98065	(425) 888-1676
WA	7087	Farmer, Patrick D.		402 36th Street,	Bellingham	98225	(360) 671-8282
WA	7088	Brown, Michael W.		16929 SE 270th Place, Suite B-102,	Covington	98042	(253) 630-0000
WA	7089	Keller, Gregory S.		5401 Corporate Center Loop SE,	Lacey	98503	(360) 455-7073
WA	7090	Walter, Eldon R.		3225 Harrison Ave. NW, Suite 107,	Olympia	98502	(360) 357-2277
WA	7091	Brown, Michael W.		Grand Canyon Plaza, 11416 Canyon Road E, Suite	Puyallup	98373	(253) 536-6640
WA	7092	Brown, Michael W.		805 Pacific Avenue,	Tacoma	98402	(253) 272-0800
WA	7093	Keller, Gregory S.		1800 South Jackson, Suite D,	Seattle	98144	(206) 325-3230
WA	7094	Keller, Gregory S.		2320 North 45th Street, Suite B,	Seattle	98103	(206) 632-0700
WA	7095	Keller, Gregory S.		11025 5th Ave NE,	Seattle	98125	(206) 362-3103
WA	7096	Smith, Jeffrey W.		506 South First Street, Suite A,	Selah	98942	(509) 955-3344
WA	7097	Hughes, Kevin		595 Grant Road, Suite 595-1,	East Wenatchee	98802	(509) 436-7000
WA	7098	Farmer, Patrick D.		8431 122nd Avenue N.E.,	Kirkland	98033	(425) 549-3030
WA	7100	Hines, Timothy		7007 Burden Blvd., Suite 101,	Pasco	99301	(509) 316-4400
WA	7101	Brown, Michael W.		2602 N Stevens Street,	Tacoma	98407	(253) 752-2300
WA	7102	Brown, Michael W.		1905 Bridgeport Way W. Unit D (Suite 108),	University Place	98466	(253) 565-5050
WA	7103	Brown, Michael W.		8442 Pacific Ave.,	Tacoma	98444	(253) 531-6611
WA	7104	Brown, Michael W.		12221 Pacific Ave.,	Tacoma	98444	(253) 535-5000
WA	7105	Brown, Michael W.		3735 S. Pine St.,	Tacoma	98409	(253) 473-5450
WA	7106	Brown, Michael W.		615 E. Pioneer Way, Suite 101	Puyallup	98372	(253) 841-7833
WA	7108	Keller, Gregory S.		2317 S.W. 336th St.,	Federal Way	98023	(253) 952-3030
WA	7111	Brown, Michael W.		16260 Redmond Way, Suite 2,	Redmond	98052	(425) 885-3030
WA	7112	Keller, Gregory S.		4802 Pacific Hwy. E,	Fife	98424	(253) 235-0854
WA	7113	Keller, Gregory S.		620 Auburn Way S,	Auburn	98002	(253) 939-3030
WA	7114	Keller, Gregory S.		6621 South 211th St., Suite #102	Kent	98032	(253) 480-6700
WA	7115	Keller, Gregory S.		4538 Martin Way E.,	Olympia	98503	(360) 459-9090

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WA	7116	Brown, Michael W.		23714 222nd Pl. SE, Suite D,	Maple Valley	98038	(425) 432-3000
WA	7120	Doster, Robert		1210-B East Front St,	Port Angeles	98362	(360) 452-4222
WA	7121	Keller, Gregory S.		3168 2nd Division Dr.,	Fort Lewis	98433	(253) 589-3030
WA	7122	Brown, Michael W.		10112 Bridgeport Way SW,	Lakewood	98499	(253) 581-3531
WA	7123	Farmer, Patrick D.		17425 Highway 99, Suite G,	Lynnwood	98037	(425) 743-3030
WA	7124	Dobb, Bryan W.		270 SE Cabot Drive, Suite 1	Oak Harbor	98277	(360) 679-4141
WA	7125	Farmer, Patrick D.		7601 Evergreen Way, Suite B4,	Everett	98203	(425) 347-2202
WA	7126	Keller, Gregory S.		1426 S 324th St., Suite 108A,	Federal Way	98003	(253) 946-9494
WA	7127	Keller, Gregory S.		3720 Kitsap Way,	Bremerton	98312	(360) 373-2020
WA	7128	Keller, Gregory S.		24050 Pacific Highway S.,	Kent	98032	(253) 839-4412
WA	7129	Keller, Gregory S.		26019 104th Ave. SE, Suite #104,	Kent	98030	(253) 852-3030
WA	7130	Brown, Michael W.		15920 NE 8th St., Ste. 5,	Bellevue	98008	(425) 644-9444
WA	7132	Brown, Michael W.		16420 Meridian Ave. E, Suite 103,	Puyallup	98375	(253) 289-6161
WA	7135	Keller, Gregory S.		14901 4th Ave. SW,	Burien	98166	(206) 248-3030
WA	7137	Keller, Gregory S.		16260 Military Rd. S., Suite 113,	SeaTac	98188	(206) 242-4444
WA	7139	Keller, Gregory S.		13501 100th Avenue NE, Suite 10,	Kirkland	98034	(425) 820-4660
WA	7142	Keller, Gregory S.		6540 California Ave. SW, Suite B,	Seattle	98136	(206) 932-0995
WA	7143	Anderson, Shane H.		830 S. Main Avenue,	Deer Park	99006	(509) 651-2000
WA	7144	Keller, Gregory S.		1427 Broadway,	Seattle	98122	(206) 860-9900
WA	7145	Keller, Gregory S.		4436 Rainier Ave. South,	Seattle	98118	(206) 721-5596
WA	7147	Farmer, Patrick D.		302 North 125th St.,	Seattle	98133	(206) 363-3911
WA	7148	Keller, Gregory S.		8345 15th Ave. NW, Suite A,	Seattle	98117	(206) 297-6757
WA	7149	Farmer, Patrick D.		20030 Ballinger Way NE,	Shoreline	98155	(206) 365-6011
WA	7155	Ancheta, Elvis T.		4020 NE 4th St. Suite B,	Renton	98056	(425) 235-6000
WA	7156	Farmer, Patrick D.		3930 Meridian St., Suite 102,	Bellingham	98226	(360) 671-1050
WA	7157	Brown, Michael W.		10575 NE 12th Street,	Bellevue	98004	(425) 453-7200
WA	7160	England, Ronald D.		710 N. Anderson St.,	Ellensburg	98926	(509) 925-3800
WA	7161	Farmer, Patrick D.		1423 Avenue D,	Snohomish	98290	(360) 822-9994
WA	7162	Alexander, Steven		17160 116th Ave. SE, Suite 1	Renton	98058	(425) 235-7000
WA	7163	Farmer, Patrick D.		1600 East College Way,	Mt. Vernon	98273	(360) 428-6800
WA	7164	Smith, Jeffrey W.		1903 S. 3rd Ave.,	Yakima	98903	(509) 453-3000
WA	7165	Hines, Timothy		4707 W. Clearwater Ave.,	Kennewick	99336	(509) 735-6377
WA	7166	Hines, Timothy		1408 Jadwin Ave.,	Richland	99354	(509) 943-2500

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WA	7167	Hines, Timothy		3802 West Court Street,	Pasco	99301	(509) 547-9999
WA	7168	Stidham, Daniel R.		2 E. 1st. Avenue,	Kennewick	99336	(509) 586-1000
WA	7169	Brown, Michael W.		108 Front Street North,	Issaquah	98027	(425) 392-1003
WA	7170	Smith, Jeffrey W.		6 South Union Street,	Yakima	98901	(509) 248-1000
WA	7171	Smith, Jeffrey W.		420 S. 72nd Avenue, Suite 140,	Yakima	98908	(509) 965-1500
WA	7172	Keller, Gregory S.		2928 1st Avenue,	Seattle	98121	(206) 456-6848
WA	7173	Smith, Jeffrey W.		402-A E Broadway,	Moses Lake	98837	(509) 765-6555
WA	7174	Keller, Gregory S.		112 1st Avenue South, Suite 100,	Seattle	98104	(206) 445-0999
WA	7175	Orr, David E.		1036 Washington Way,	Longview	98632	(360) 636-6000
WA	7176	Walter, Eldon R.		1241 Harrison Avenue,	Centralia	98531	(360) 807-6000
WA	7177	Hamilton, Troy C.		7735 NE Hwy. 99,	Vancouver	98665	(360) 574-4040
WA	7178	Hamilton, Troy C.		1723 NE Andresen,	Vancouver	98661	(360) 885-3030
WA	7179	Hamilton, Troy C.		1006 W Fourth Plain Blvd,	Vancouver	98660	(360) 696-2100
WA	7180	Hamilton, Troy C.		14125 SE Mill Plain Blvd.,	Vancouver	98684	(360) 253-0060
WA	7182	Anderson, Shane H.		5620 S. Regal,	Spokane	99223	(509) 535-2433
WA	7183	Anderson, Shane H.		2108 E. Wellesley Ave.,	Spokane	99207	(509) 487-2100
WA	7184	Anderson, Shane H.		510 S. Thor Ave.,	Spokane	99202	(509) 747-4992
WA	7185	McCluskey, Matthew Shane		517 S. 9th Avenue,	Walla Walla	99362	(509) 527-8800
WA	7186	Hughes, Kevin		211 W. 5th Street,	Wenatchee	98801	(509) 663-4681
WA	7187	Anderson, Shane H.		1320 N. Hamilton,	Spokane	99202	(509) 534-1910
WA	7188	Anderson, Shane H.		5525 N. Alberta St.,	Spokane	99205	(509) 326-8300
WA	7189	Anderson, Shane H.		603 W. 3rd Ave.,	Spokane	99201	(509) 327-5502
WA	7190	Hamilton, Troy C.		2903 E. 4th Plain Blvd.,	Vancouver	98661	(360) 787-4242
WA	7191	Hamilton, Troy C.		13712 NE 20th Ave., Suite 1,	Vancouver	98686	(360) 718-3700
WA	7192	Anderson, Shane H.		12622 Hwy. 2 (aka Sunset Hwy.),	Airway Heights	99001	(509) 244-2555
WA	7193	Anderson, Shane H.		11510 E. Sprague Ave., Suite A	Spokane Valley	99206	(509) 922-5200
WA	7194	Anderson, Shane H.		1879 First Street,	Cheney	99004	(509) 235-2000
WA	7195	Keller, Gregory S.		8208 NE State Hwy. 104, Suite 107,	Kingston	98346	(360) 633-1798
WA	7196	Keller, Gregory S.		9610 - 17th Avenue SW,	Seattle	98106	(206) 225-2315
WA	7197	Keller, Gregory S.		1402 1st Street,	Enumclaw	98022	(360) 284-4028
WA	9425	England, Ronald D.		364 Chardonnay Ave., Suite #1 & #2,	Prosser	99350	(509) 781-6550
WA	9426	Orr, David E.		3708 Ocean Beach Highway,	Longview	98632	(360) 442-4882
WA	9427	Keller, Gregory S.		4219 S Othello St., Suite 105-B,	Seattle	98118	(206) 508-0404

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WA	9428	Brown, Michael W.		15127 Main Street East, Suite 105,	Sumner	98390	(253) 299-8488
WA	9430	Brown, Michael W.		8225 Steilacoom Blvd. SW,	Lakewood	98498	(253) 777-1077
WA	9431	Farmer, Patrick D.		11632 Highway 99, Suite H,	Everett	98204	(425) 953-5330
WA	9432	Gaube, Steve		423 SW Sedgwick Rd., Suite 101,	Port Orchard	98367	(360) 895-7777
WA	9433	Hamilton, Troy C.		4101 SE 192nd Ave.,	Vancouver	98683	(360) 726-4040
WI	2000	Green, Troy A.		1204 Belknap St.,	Superior	54880	(715) 394-7777
WI	2001	Burton, Erik J.		1009 W. Wisconsin Street,	Sparta	54656	(608) 269-3333
WI	2003	Burton, Nathaniel P.		8115 Sheridan Rd.,	Kenosha	53143	(262) 771-0707
WI	2005	Burton, Erik J.		2402 State Road,	Lacrosse	54601	(608) 788-3030
WI	2006	Burton, Nathaniel P.		5100 Washington Avenue,	Racine	53405	(262) 637-7000
WI	2007	Forder, Mark W.		2388 State Road 35,Unit 5	Osceola	54020	(715) 417-3110
WI	2008	Baretz, Douglas W.		7190 S. 76th,	Franklin	53132	(414) 425-1511
WI	2010	Forder, Mark W.		1157 E Division Ave,	Barron	54812	(715) 418-2700
WI	2013	Baretz, Douglas W.		1585 W. Main Street,	Sun Prairie	53590	(608) 825-3200
WI	2014	Graves, Susan L.		2530 Lineville Rd., #2,	Green Bay	54313	(920) 393-7575
WI	2015	Baretz, Douglas W.		4680 Cottage Grove Rd.,	Madison	53716	(608) 222-2800
WI	2017	Lockhart, Eric J.		490 Hwy. 151 E.,	Platteville	53818	(608) 348-3060
WI	2018	Baretz, Douglas W.		519 Cottonwood,	Hartland	53029	(262) 367-5444
WI	2021	Scheel, Jason D.		1260 Milton Avenue,	Janesville	53545	(608) 758-8888
WI	2022	Scheel, Jason D.		2200 West Court Street,	Janesville	53548	(608) 728-8080
WI	2024	Baretz, Douglas W.		N168W22724 Prairie View Lane,	Jackson	53037	(262) 674-1321
WI	2025	Baretz, Douglas W.		1256 W. Capitol Drive (see bubble),Suite 800	Pewaukee	53072	(262) 696-6440
WI	2026	Lambert, Adam K.		1703 Marinette Avenue,	Marinette	54143	(715) 735-3900
WI	2027	Baretz, Douglas W.		17305 W. Capitol Drive,	Brookfield	53045	(262) 790-8900
WI	2028	Baretz, Douglas W.		148 South Foster Drive,	Saukville	53080	(262) 284-5522
WI	2029	Graves, Susan L.		1179 S. Washburn Street,	Oshkosh	54904	(920) 235-2200
WI	2030	Graves, Susan L.		2301 Jackson St.,	Oshkosh	54901	(920) 233-3030
WI	2031	Lambert, Adam K.		728 Fond du Lac St.,	Ripon	54971	(920) 748-7272
WI	2032	Graves, Susan L.		206 W. Calumet St.,	Appleton	54915	(920) 380-4030
WI	2033	Graves, Susan L.		333 W. Northland Ave.,	Appleton	54911	(920) 738-9680
WI	2034	Graves, Susan L.		436 S. Commercial St.,	Neenah	54956	(920) 725-6656
WI	2035	Graves, Susan L.		301 South Main Street,	Fond Du Lac	54935	(920) 921-3800
WI	2037	Graves, Susan L.		819 Schelfhout Lane #101,	Kimberly	54136	(920) 687-9790

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
WI	2040	Lambert, Adam K.		3033 Church St.,	Stevens Point	54481	(715) 345-0901
WI	2041	Lambert, Adam K.		122 S. Central Ave.,	Marshfield	54449	(715) 387-3771
WI	2042	Lambert, Adam K.		3910 Schofield Ave.,	Schofield	54476	(715) 359-3030
WI	2043	Lambert, Adam K.		301 S. 2nd Ave.,	Wausau	54401	(715) 848-2776
WI	2044	Troullier, P. Ann		2880 8th St. S,	Wisconsin Rapids	54494	(715) 423-5555
WI	2046	Lambert, Adam K.		704 E. Green Bay St.,	Shawano	54166	(715) 524-3030
WI	2047	Lord, Robert A.		711 N. Spring St., B,	Beaver Dam	53916	(920) 356-0551
WI	2048	Baretz, Douglas W.		719 W. Wisconsin Ave.,	Milwaukee	53233	(414) 271-8990
WI	2050	Lanier, H. Michel		1719 N. Clairmont,	Eau Claire	54703	(715) 833-3930
WI	2051	Lanier, H. Michel		3311 London Drive,	Eau Claire	54701	(715) 833-3933
WI	2052	Lanier, H. Michel		705 S. Broadway,	Menomonie	54751	(715) 232-6333
WI	2053	Lanier, H. Michel		354 Chippewa Mall Dr.,	Chippewa Falls	54729	(715) 726-2626
WI	2056	Peterson, Wayne A.		118 N. Main St.,	River Falls	54022	(715) 425-5306
WI	2057	Lord, Robert A.		906 S. Main St.,	West Bend	53095	(262) 334-5577
WI	2058	Peterson, Wayne A.		706 19th Street,	Hudson	54016	(715) 386-8099
WI	2060	Vandevort, Lynn A.		1910 Washington,	Manitowoc	54220-4936	(920) 683-3881
WI	2061	Graves, Susan L.		2670 Monroe Rd., Suite 4,	Green Bay	54311	(920) 337-4850
WI	2062	Graves, Susan L.		2448 University Ave.,	Green Bay	54302	(920) 468-4700
WI	2063	Graves, Susan L.		550 Military Ave.,	Green Bay	54303	(920) 496-6020
WI	2064	Graves, Susan L.		2815 S. Oneida St. Suite D,	Green Bay	54304	(920) 494-9555
WI	2065	Baretz, Douglas W.		6918 N. Teutonia,	Milwaukee	53209	(414) 352-5522
WI	2066	Scheel, Jason D.		1009 E. Main Street,	Watertown	53094	(920) 262-3030
WI	2067	Baretz, Douglas W.		5430 N. Lovers Lane Road,	Milwaukee	53225	(414) 462-8070
WI	2068	Chiodo, Steven R.		1338 W. Forest Home Ave.,	Milwaukee	53204	(414) 645-3303
WI	2070	Baretz, Douglas W.		1107 N. 14th Ave.,	Sheboygan	53081	(920) 457-1500
WI	2072	Baretz, Douglas W.		26 S. Highland Ave.,	Plymouth	53073	(920) 893-4800
WI	2074	Chiodo, Steven R.		2149 S. Miller Pkwy,	W. Milwaukee	53219	(877) 883-9643
WI	2076	Baretz, Douglas W.		S74 W16829 W. Janesville Road,	Muskego	53150	(414) 422-4800
WI	2077	Baretz, Douglas W.		1828 N. Farwell Avenue,	Milwaukee	53202	(414) 249-5901
WI	2078	Baretz, Douglas W.		7131 W. Capital Drive,	Milwaukee	53216	(414) 462-8999
WI	2079	Baretz, Douglas W.		6015 W. Forest Home Ave.,	Milwaukee	53220	(414) 763-3597
WI	2080	Baretz, Douglas W.		6915 University Ave.,	Middleton	53562	(608) 824-0800
WI	2081	Baretz, Douglas W.		5401 Caddis Bend,	Fitchburg	53711	(608) 284-9565

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WI	2083	Baretz, Douglas W.		385 Falls Road,	Grafton	53024	(262) 618-2672
WI	2085	Burton, Nathaniel P.		2815 Durand Avenue,	Racine	53403	(262) 383-3636
WI	2087	Baretz, Douglas W.		7613 W. Good Hope Rd.,	Milwaukee	53223	(414) 357-7775
WI	2088	Baretz, Douglas W.		325 E. North Street #4,	Waukesha	53188	(262) 542-9330
WI	2090	Burton, Nathaniel P.		204 Park Ave.,	Beloit	53511	(608) 312-2474
WI	2091	Burton, Nathaniel P.		3743 Douglas Ave.,Clock Tower Plaza	Racine	53404	(262) 681-6111
WI	2092	Baretz, Douglas W.		3139 N. Oakland,	Milwaukee	53211	(414) 332-6888
WI	2093	Baretz, Douglas W.		10714 W. Oklahoma Ave.,	West Allis	53227	(414) 546-1000
WI	2096	Herrington, Paul T.		920 Greenwald Court, Suite 200,	Mukwonago	53149	(262) 363-3663
WI	2097	Baretz, Douglas W.		409 West Gorham Street,	Madison	53703	(608) 255-2222
WI	2099	Cahee, Danny L. Jr.		8744 US Hwy. 51 N., Suite 3,	Minocqua	54548	(715) 356-4242
WI	2100	Burton, Nathaniel P.		1311 Madison Avenue,	Fort Atkinson	53538	(920) 563-5663
WI	2101	Forder, Mark W.		2570 Gracie Drive,Suite 102	Baldwin	54002	(715) 688-3030
WI	2102	Burton, Nathaniel P.		2088 Milwaukee Ave. Unit F,	Burlington	53105	(262) 767-0210
WI	2104	Scheel, Jason D.		750 E. Wisconsin Ave.,	Oconomowoc	53066	(262) 569-6999
WI	2105	Burton, Nathaniel P.		7519 60th Ave. Suite 150,	Kenosha	53142	(262) 697-8247
WI	2106	Baretz, Douglas W.		2181 E. Rawson Ave.,	Oak Creek	53154	(414) 764-7100
WI	2107	Burton, Erik J.		224 Sand Lake Road,	Onalaska	54650	(608) 779-3030
WI	2108	Baretz, Douglas W.		737 S. Gammon Rd.,	Madison	53719	(608) 276-7676
WI	2109	Graves, Susan L.		106 Shaler Dr.,	Waupun	53963	(920) 324-6111
WI	2110	Lord, Robert A.		N112 W15800 West Mequon Rd.,	Germantown	53022	(262) 502-1818
WI	2111	Graves, Susan L.		4733 Michael's Dr.,	Grand Chute	54913	(920) 731-0100
WI	2113	Pautz, Rachel A.		622 Washington St.,	Horicon	53032	(920) 485-4555
WI	2114	Lambert, Adam K.		247 Broadway St.,	Berlin	54923	(920) 361-7272
WI	2115	Nelson, Harold J.		844 8th Ave.,	Baraboo	53913	(608) 355-5080
WI	2116	Carlson, Duane L. Jr.		301 Main Street, West,	Ashland	54806	(715) 292-6602
WI	2117	Nelson, Harold J.		584 Wisconsin Dells Pkwy. South,	Wisconsin Dells	53965	(608) 253-1900
WI	2118	Lambert, Adam K.		316 B Wolf River Plaza,	New London	54961	(920) 982-7700
WI	2121	Cahee, Danny L. Jr.		623 Lincoln,	RHINELANDER	54501	(715) 362-2525
WI	2122	Forder, Mark W.		1657 Doman Dr.,	New Richmond	54017	(715) 246-3030
WI	2124	Burton, Nathaniel P.		1823 E. Geneva Street,Unit H	Delavan	53115	(262) 728-8888
WI	2195	Burton, Nathaniel P.		96 East Geneva Square,	Lake Geneva	53147	(262) 248-5050
WI	2197	Lord, Robert A.		46 South Main Street,	Hartford	53027	(262) 670-8811

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WI	9700	Burton, Nathaniel P.		2701 18th Street,	Kenosha	53140	(262) 551-0595
WI	9701	Baretz, Douglas W.		803 N. Mayfair Road,	Wauwatosa	53226	(414) 935-4000
WI	9702	Baretz, Douglas W.		4221 W. North Ave.,	Milwaukee	53208	(414) 444-5100
WI	9703	Burton, Nathaniel P.		1139 W. Main St.,	Whitewater	53190	(262) 473-0707
WI	9704	Baretz, Douglas W.		6111 W. Mequon Road, Ste D,	Mequon	53092	(262) 236-0069
WI	9705	Forder, Mark W.		602 South Main Street,	Rice Lake	54868	(715) 719-0630
WI	9706	Baretz, Douglas W.		15169 W. National Ave.,	New Berlin	53121	(262) 788-9111
WI	9707	Baretz, Douglas W.		2810 East Washington Ave.,	Madison	53704	(608) 241-4646
WI	9708	Lord, Robert A.		N85 W15768 Appleton Ave,	Menomonee Falls	53051	(262) 250-1212
WI	9709	Baretz, Douglas W.		552 West Layton Avenue,	Milwaukee	53221	(414) 533-4000
WI	9710	Forder, Mark W.		830 Rivard Street, Suite 400,	Somerset	54025	(715) 247-3040
WI	9711	Lambert, Adam K.		1020 W. Fulton St.,	Waupaca	54981	(715) 544-8400
WV	1300	Graves, Susan L.		653 Beverly Pike,	Elkins	26241	(304) 630-3030
WV	1301	Graves, Susan L.		3100 Grand Central Avenue,	Vienna	26105	(304) 295-9321
WV	1303	Graves, Susan L.		1814 7th Street,	Parkersburg	26101	(304) 485-7501
WV	1305	Clise, Michael W.		71 Cowardly Lion Drive,	Hedgesville	25427	(681) 258-8330
WV	1307	Graves, Susan L.		1001 Morgantown Avenue,	Fairmont	26554	(304) 366-7881
WV	1308	Graves, Susan L.		535 East Third Street,	Weston	26452	(304) 269-3030
WV	1309	Graves, Susan L.		47 S. Kanawha St.,	Buckhannon	26201	(304) 472-3030
WV	1311	Graves, Susan L.		1159 Van Voorhis Road, Suite A,	Morgantown	26505	(304) 241-5545
WV	1315	Lacefield, Morgan T.		1331 Pennsylvania Ave.,	Weirton	26062	(304) 797-7222
WV	1316	Graves, Susan L.		300 Pleasant Street,	Morgantown	26501	(304) 296-3030
WV	1318	Graves, Susan L.		5468 Big Tyler Road,	Cross Lanes	25313	(304) 776-3030
WV	1319	Graves, Susan L.		1631 Washington St. E.,	Charleston	25311	(304) 343-3100
WV	1322	Graves, Susan L.		116 S. Chestnut St.,	Clarksburg	26301	(304) 624-4001
WV	1323	Graves, Susan L.		2308 Cleveland Avenue,	Saint Albans	25177	(304) 727-2284
WV	1325	Graves, Susan L.		701 Oakwood Rd.,	Charleston	25314	(304) 345-0300
WV	1329	Lacefield, Morgan T.		275 N. State Route 2,	New Martinsville	26155	(304) 455-1180
WV	1331	Lacefield, Morgan T.		144 N. Lafayette Avenue,	Moundsville	26041	(304) 845-9065
WV	1333	Lacefield, Morgan T.		77 Bridge Street Plaza,	Wheeling	26003	(304) 242-1200
WV	1334	Lacefield, Morgan T.		3030 Jacob Street,	Wheeling	26003	(304) 232-3030
WV	1336	Shaw, Kevin E.		700 Stafford Drive,	Princeton	24740	(304) 425-0505
WV	1339	Clise, Michael W.		Route 11 N. (aka 502 Williamsport Pike),	Martinsburg	25401	(304) 263-3000

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
WV	1340	Smith, Donald L. Jr.		420 Viand,	Point Pleasant	25550	(304) 675-5858
WV	1341	Baker, Christopher J.		205 Creel Street,	St. Mary's	26170	(304) 684-2684
WV	1342	Baker, Christopher J.		344 S. Church,	Ripley	25271	(304) 372-1600
WV	1343	Horn, John		23 Nell Jean Square,	Beckley	25801	(304) 256-3003
WV	1344	Horn, John		106 Old Fayette Rd.,aka 7000 Fayetteville Rd.	Oak Hill	25901	(304) 465-3030
WV	1345	Lacefield, Morgan T.		326 S. 4th Avenue,	Paden City	26159	(304) 337-2223
WV	1346	Lacefield, Morgan T.		1130 North Fork Road,	West Liberty	26003	(304) 336-4400
WV	1347	Clise, Michael W.		65-D Cordial Ct.,	Falling Waters	25419	(304) 274-3010
WV	1349	Clise, Michael W.		490 N. High Street,	Romney	26757	(304) 822-3866
WV	1350	Clise, Michael W.		1002 Winchester Ave.,	Martinsburg	25401	(304) 267-7600
WV	1351	Clise, Michael W.		201 N. Mildred St.,	Ranson	25438	(304) 725-2095
WV	1352	Clise, Michael W.		590 S. Mineral St.,	Keyser	26726	(304) 788-6400
WV	1353	Clise, Michael W.		8309 Martinsburg Pike,	Shepherdstown	25443	(304) 876-2595
WV	1354	Clise, Michael W.		33 True Apple Way,	Inwood	25428	(304) 229-2121
WV	1356	Horn, John		1932 Ritter Dr.,	Daniels	25832	(304) 763-5300
WV	1360	Lacefield, Morgan T.		457 Main Street,	Follansbee	26037	(304) 527-3030
WV	1361	Graves, Susan L.		525 20th Street,	Huntington	25703	(304) 697-3300
WV	1362	Smith, Donald L. Jr.		941 Roosevelt Blvd.,	Eleanor	25070	(304) 586-2500
WV	1363	Graves, Susan L.		450 E. Main St.,	Bridgeport	26330	(304) 848-2525
WV	2149	Baker, Christopher J.		66 Valley Street,	Salem	26426	(304) 782-4545
WY	6001	Feavel, Jay B.		511 E Pershing,	Cheyenne	82001	(307) 637-3030
WY	6002	Feavel, Jay B.		3610 Dell Range Blvd., Unit A3,	Cheyenne	82009	(307) 635-3030
WY	6003	Hackett, Michael D.		2741 West C St.,	Torrington	82240	(307) 532-0330
WY	6004	Feavel, Jay B.		1826 E Richards,	Douglas	82633	(307) 624-2020
WY	6005	Erwin, Allan F.		451 West Coulter,	Powell	82435	(307) 754-3211
WY	6006	Feavel, Jay B.		901 S. Greeley Highway, Unit A,	Cheyenne	82007	(307) 222-1149
WY	6007	Erwin, Allan F.		309 Lakeway Road,	Gillette	82718	(307) 682-5999
WY	6010	Riddle, Charles M.		233 Front Street,	Evanston	82930	(307) 789-7899
WY	6019	Riddle, Charles M.		312 W. Cedar St.,	Rawlins	82301	(307) 328-1400
WY	6020	Feavel, Jay B.		1710 Grand Ave.,	Laramie	82070	(307) 742-0030
WY	6030	Riddle, Charles M.		3028 College Drive,	Rock Springs	82901	(307) 362-4242
WY	6031	Riddle, Charles M.		430 Uinta Drive,	Green River	82935	(307) 875-2020
WY	6035	Riddle, Charles M.		804 N Federal Blvd.,	Riverton	82501	(307) 857-2033

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
WY	6040	Moran, Frank B.		1540 Centennial Court,	Casper	82609	(307) 237-6100
WY	6041	Moran, Frank B.		3141 SW Wyoming Blvd.,	Casper	82604	(307) 265-2900
WY	6042	Moran, Frank B.		813 E First St,	Casper	82601	(307) 234-4455
WY	6050	Erwin, Allan F.		400 W 2nd Street,	Gillette	82716	(307) 682-4999
WY	6051	Erwin, Allan F.		1538 N. Main St.,	Sheridan	82801	(307) 672-7401
WY	6055	Turner, David L.		520 South Highway 89,	Jackson	83001	(307) 733-0330
WY	6059	Riddle, Charles M.		175 N. 4th St.,	Lander	82520	(307) 335-7070
WY	6060	Erwin, Allan F.		1454 Sheridan Ave.,	Cody	82414	(307) 587-4781
WY	6098	Erwin, Allan F.		307 East Hart Street, Suite C,	Buffalo	82834	(307) 620-3061
Guam	97351	Noble, Jay		393 S. Marine Dr.	Tamuning	96911	(671) 649-3031
Guam	97352	Noble, Jay		Lot #5360-2-New Barrigada, University Square Ste	Barrigada	96913	(671) 734-1030
Guam	97353	Noble, Jay		Lot 1024-1 New 4, 117 Yigo Plaza	Yigo	96929	(617) 647-3030
Guam	97355	Noble, Jay		185 Mepa St.	Finegayan	96923	(671) 637-3030
Guam	97356	Noble, Jay		Navy Exchange Guam, PSC 455, Box 178, Bldg. 2	Navy Exchange	96915	(671) 564-3030
Guam	97357	Noble, Jay		135 Marine Corp. Drive	Dededo	96913	(671) 632-4222
Guam	97358	Noble, Jay		165 Route 4	Hagatna	96910	(671) 477-3030
Puerto Rico	11651	Lieberman, Ed		Ave. Lopategui Esquina, Esmeralda, Ponce de Le	Guaynabo	00969	(787) 720-3030
Puerto Rico	11652	Lieberman, Ed		Carr. #2 km7 H3 Bo. Juan Domingo	Guaynabo	00987	(787) 782-3030
Puerto Rico	11654	Lieberman, Ed		Ave. Monserrate, Monserrate Plaza, Local D	Carolina	00985	(787) 750-3030
Puerto Rico	11655	Lieberman, Ed		Ave. Campo Rico	Carolina	00982	(787) 769-3030
Puerto Rico	11656	Lieberman, Ed		A-4 Calle #1 Rexville	Bayamon	00960	(787) 797-3030
Puerto Rico	11658	Lieberman, Ed		Avenue Boulevard RA-16	Levittown	00950	(787) 794-4000
Puerto Rico	11659	Lieberman, Ed		Calle #37 AS- 56 Esq. 30 Santa Juanita	Bayamon	00956	(787) 740-5500
Puerto Rico	11660	Lieberman, Ed		Ave Pinero 266	San Juan	00918	(787) 767-3131
Puerto Rico	11666	Lieberman, Ed		Calle Loiza #1908	Santurce	00911	(787) 726-3035
Puerto Rico	11668	Lieberman, Ed		Ave San Patricio, Puerto Nuevo	Rio Piedras	00921	(787) 273-3030
Puerto Rico	11669	Lieberman, Ed		Ave San Claudio #410 esq. Santa Brígida, Sagrad	Cupey	00926	(787) 748-0011
Puerto Rico	11670	Lieberman, Ed		Drive-Inn Plaza Shopping Center	Bayamon	00960	(787) 740-8585
Puerto Rico	11672	Lieberman, Ed		Calle Del Parque #1606 Esq., Ponce De Leon	San Juan	00916	(787) 725-3000
Puerto Rico	11674	Lieberman, Ed		Office Park #208	Mayaguez	00680	(787) 831-3030
Puerto Rico	11676	Lieberman, Ed		Town Center P.R., 653 Esq. Fraternidad	Arecibo	00612	(787) 878-3030
Puerto Rico	11677	Lieberman, Ed		Plaza Nuevo Mundo Local 5-B Ave. Miguel A. Pou	Ponce	00731	(787) 259-3030
Puerto Rico	11678	Lieberman, Ed		Calle Comercio #155	Hatillo	00657	(787) 820-3030

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
Puerto Rico	11679	Lieberman, Ed		Cerrera #155 KM. 7.0 X-Press Oil Care	Santa Llable	00757	(787) 854-3434
Puerto Rico	11680	Lieberman, Ed		Carr #2 Puerta Del Sol 7	Manati	00674	(787) 854-4000
Puerto Rico	11681	Lieberman, Ed		Carr. 107 Km.2.4	Aguadilla	00603	(787) 891-7000
Puerto Rico	11682	Lieberman, Ed		Carr #3 Int.194, Punta Del Este Food Court	Fajardo	00738	(787) 863-3131
Puerto Rico	11683	Lieberman, Ed		Carr #2, Plaza Vega Baja	Vega Baja	00693	(787) 855-5000
Puerto Rico	11684	Lieberman, Ed		Plaza Noreste Mall, Local #2B, Villas De Loiza	Loiza	00729	(787) 886-3030
Puerto Rico	11685	Lieberman, Ed		Plaza Triumph Mall, Carr. #3 KM 83.6	Humacao	00791	(787) 852-3535
Puerto Rico	11686	Lieberman, Ed		Ave. Industrial #1	Cayey	00736	(787) 263-3330
Puerto Rico	11687	Lieberman, Ed		425 Mendez Vigo, Dorado Classics Shopping Cen	Dorado	00646	(787) 796-3030
Puerto Rico	11688	Lieberman, Ed		Plaza Notre Dame, Local 7 Ave. Luis Munoz Marin	Caguas	00725	(787) 703-3030
Puerto Rico	11690	Lieberman, Ed		Ponce by pass #2523	Ponce	00731	(787) 984-3030
Puerto Rico	11693	Lieberman, Ed		Plaza Encantada Local # C-6 interseccion, Ave En	Trujillo Alto	00926	(787) 293-3030
Puerto Rico	11694	Lieberman, Ed		Yauco Gallery carr. 128Km. 2.2 Bo. Susua, Local :	Yauco	00698	(787) 492-3030
Puerto Rico	11696	Lieberman, Ed		Olympic Plaza, PR #198 KM 20.1	Las Piedras	00771	(787) 716-3030
Puerto Rico	11697	Lieberman, Ed		Commerce Plaza Carr, esq PR 748	Costa Azul Guayama	00784	(787) 866-5555
Puerto Rico	11699	Lieberman, Ed		Local 14 Estacionamiento, Covadonga, Viejo	San Juan	00901	(787) 724-3030
Puerto Rico	15170	Lieberman, Ed		Luis Munoz Marin Intl Airport, Terminal B Plaza Su	Carolina	00979	(787) 791-0300
Puerto Rico	15171	Lieberman, Ed		Luis Munoz Airport Terminal C	San Juan	00937	(787) 791-0300
Puerto Rico	15172	Lieberman, Ed		Luis Munoz Marin Airport, Gate C	Carolina	00979	(787) 791-0300
Puerto Rico	15173	Lieberman, Ed		Chardon #9	San Juan	00918	(787) 767-0101
Puerto Rico	15174	Lieberman, Ed		268 Ave. Ponce de Leon	Hato Rey	00918	(787) 545-3030
Puerto Rico	15175	Lieberman, Ed		Plazoleta By Pass Cerretera ST #2, Intercepcion A	Ponce	00731	(787) 928-8585
Virgin Islands	16172	Lieberman, Ed		Golden Rock Shopping Center, Christiansded	St. Croix	00820	(340) 773-6040
Virgin Islands	16173	Lieberman, Ed		8000 Nisky Center Store #6	St Thomas	00802	(340) 776-3030

Franchise Agreements Signed but Outlet Not Opened as of January 3, 2021

AL	5374	Stearns, Wesley Allen		89 Marietta Road	Springville	35146	
FL	5066	Traenker, Richard C.		10039 Orange Ave., Suite B	Orlando	32824	(407) 990-1050
FL	4933	Price, Richard W.		5220 US Hwy 1, Suite 102	Vero Beach	32967	
FL	5091	Briggs, Robert A.		143 West Noble Ave., Unit B	Williston	32696	
FL	5157	Reulbach, Anthony S.		3653 S. Orlando Dr.	Sanford	32773	
GA	5757	Podsen, Joseph M.		3341 Martin Luther King Jr. Drive	Atlanta	30331	(470) 300-9998

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
ID	7331	Bittner, Chad R.		715 US Hwy 30	Buhl	83316	
IL	2821	Ratterman, Mark B.		7060 Burroughs Ave., Suite D	Plano	60545	(630) 454-7600
MA	3731	Bell, Keith		116-118 Main Street	Pepperell	01463	
NC	9020	Ferone, Steven		2114 S. Main Street	Wake Forest	27587	(919) 562-0330
NC	8864	Patterson, G. Mack		206 South Hwy 27	Stanley	28164	
OH	2253	Verma, Sunil Kumar		9224 Darrow Road, Units J&K	Twinsburg	44087	(330) 680-5665
OH	2145	Qureshi, Muhammad Bilal		10001 Chester Avenue, Suite J	Cleveland	44106	(216) 273-1212
PA	4853	Mohtashemi, Paul M.		5158 Peach Street, Unit #90	Erie	16509	
TX	6516	Henderson, David E.		Lot 1 Main Street	Ingleside	78362	

EXHIBIT B-1

LIST OF DOMINO'S PIZZA FRANCHISEES - NON-TRADITIONAL

Store State	Store	Franchisee	Area Type	Store Address	Store City	Store Zip	Store Phone
AK	19013	Dobb, Bryan W.		5800 Westover Rd.,	Anchorage	99506	(907) 334-9500
AL	5381	Dawoud, Mohammed (David)		7201 Aaron Aronov Drive,Suite #30	Fairfield	35064	(205) 923-2626
AL	5824	Dhedhi, Danish W.		Von Braun Center,700 Monroe St. SW	Huntsville	35801	(256) 534-7300
CA	8535	Hishmeh, Essam M.		2198 Riverside Avenue (Mid-State Fairgrounds)	Paso Robles	93446	(805) 895-4082
FL	3297	Reulbach, Anthony S.		525 N. Summit Street,	Crescent City	32112	(386) 698-1500
FL	8623	Mullins, Erin M.		University of Florida - Ben Hill Griffin Stadium, Ste	Gainesville (Univ of Fla)	32611	(352) 373-3343
FL	8637	Stoeke, Jr., Arthur L.		Univ. of Central Florida - JTW Center,114 Aquaris	Orlando	32816	(407) 882-2010
GA	8886	Nagengast, Michael P.		Rt. 2 Box 96, Highway 82,	Waynesville	31566	(912) 778-8888
LA	5206	Rigsby, Jerrod Glenn		2310 N. Main St., Suite #100,	St. Martinville	70582	(337) 394-4040
MO	1541	Hurteau/Prather, Art/Marty		Hammons Field,935 E. Trafficway St.	Springfield	65802	(417) 865-8443
MS	5987	Magee, Gregory S.		221 Highway 26 West,	Poplarville	39470	(601) 403-8500
NC	8815	Taylor, Robert III		60-3 Cronley Rd.,	Delco	28436	(910) 655-0808
NC	8835	Heaney, Sean T.		926 Brookstown Avenue,	Winston Salem	27101	(336) 768-9545
NC	8838	Patterson, G. Mack		BB&T Ballpark,324 South Mint St.	Charlotte	28202	(980) 636-2330
NM	6547	Bailey, Brian K.		Shiprock QuikStop, Hwy. 64.,PO Box 3379	Shiprock, Navajo Nation	87420	(505) 368-4907
NM	9300	Bailey, Brian K.		Tse Bonito NNOG Convenience Store, Hwy. 264,	Tse Bonito, Navajo Nation	87301	(505) 371-3600
SC	8756	Fox, Aaron A.		848 Pamlico Hwy.,	Pamlico	29583	(843) 493-3030
Guam	97354	Noble,Jay		Tract 1427, A.B. Wonpat International Airport	Tamuning	96911	(671) 642-3030
Puerto Rico	11695	Lieberman,Ed		Coliseo de PR, 500 Ave. Arterial B	San Juan	00918	(787) 767-3131

EXHIBIT B-2

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
OR WHO HAVE CLOSED OR TRANSFERRED A UNIT
BUT HAVE NOT LEFT THE SYSTEM**

Exhibit B-2
Franchisees Who Left the System as of January 3, 2021



Franchisee	Address	City	State	Zip	Phone
Alharazi, Nuqum Nuqum	6724 Blackwood St.	Riverside	CA	92506	(951) 453-9223
Arntson, Eric	4800 W. Saginaw Hwy Suite A	Lansing	MI	48917	(989) 224-3986
Asmar, Amer T.	29850 Northwestern Highway, Suite 200	Southfield	MI	48034	(248) 557-5454
Backes, David A.	P.O. Box 72	Buffalo	MN	55313	763/682-3830
Barwig, Earl D.	904 S. Main St.	Benton	IL	62812	618/439-7084
Bauer, Paul Paul	309 Chestnut Hill Rd	Fredericksburg	PA	17026	610/653-9945
Bell, Keith Keith	87 Main St.	West Lebanon	NH	03784	(802) 505-8244
Benevente, Thomas R.	3909 Yellowhammer Ave.	McAllen	TX	78504	(281) 705-5746
Berg, Patricia L.	3028 College Dr.	Rock Springs	WY	82901	(307) 362-4242
Black, Robert L.	8120 N. Gretlein Road	Jefferson City	MO	65101	(573) 496-5470
Blackwell, G Stuart	24485 Harbour View Dr.	Ponte Vedra Beach	FL	32082	(904) 280-1741
Boyd, James A.	115 South King St., PO Box 339	Georgetown	DE	19947	410/259-8066
Brannan, Craig W.	3518 Island Dr.	N. Topsail Beach	NC	28460	(910) 328-8888
Brown, Michael W.	PO Box 8087	Tacoma	WA	98419	(253) 474-4831
Burnham, Mason	2305 Milan Meadows	Leander	TX	78641	(214) 929-1305
Busby, Jonathan Michael	PO Box 16799	Lubbock	TX	79490	(806) 577-8478
Byrd, Cynthia	108 S. Fifth Street	Carolina Beach	NC	28428	910/592-4099
Byrd, Winston J.	PO Box 855	Wadsworth	OH	44282	(330) 336-8837
Cahee, Danny Jr.	1016 Randall Ave.	Rhinelander	WI	54501	(715) 362-2525
Campbell, Jerry	13700 Rudi Loop	Spring Hill	FL	34609	(352) 835-7612
Campisi, Mark C.	732 East Cooper Ave.	Aspen	CO	81611	970/925-3230
Channaoui, Amer M.	403 West Broad Street	West Field	NJ	07090	908/889-1818
Christianson, Tillman TR.	150 75th Ave W	Havre	MT	59501	(406) 262-9300
Cilmi, John M.	8 Depot Square #4	Tuckahoe	NY	10707	(914) 337-3370
Claus, Tracy A.	P.O. Box 1804	Merrimack	NH	03054	(603) 424-0089
Clawson, Kenneth R.	10051 E. Beecher Rd.	Pittsford	MI	49271	(517) 439-1535
Clise, Michael	1025 Winchester Avenue	Martinsburg	WV	25401	(304) 263-4349
Conti, Sean D.	2077 Locust Street	Canal Fulton	OH	44614	(330) 854-2600
Coronis, Stephen Isaac	21201 High Dr.	Lago Vista	TX	78645	(512) 267-3232
Coskun, Murat	16 Knottingham Dr.	Voorhees	NJ	08043	(215) 904-6976
Covington, Jerry L.	5374 Westside Highway	Castle Rock	WA	98611	(360) 274-5180
Crume, Geoffrey	PO Box 292	Cos Cob	CT	06807	734/585-6261
D'Andrea, Peter P.	PO Box 23347	Knoxville	TN	37933	(704) 905-9220
Davis, Bradley C.	2706 Bartram Place	Winston-Salem	NC	27106	(336) 889-1044
De Guia, Cheri	4080 Cattlemen Rd.	Sarasota	FL	34233	(941) 780-3974
Delgado, Donna L.	1562 Owens Valley Dr.	Woodland	CA	95776	(530) 756-5161
DePugh, Steve	838 Eldean Road	Troy	OH	45373	(937) 339-8007
Dolan, Charles S.	5804 Ward Rd #B	Arvada	CO	80004	(303) 431-2400
Dufficy, Jeffrey P.	2 Mill Street	Franklin	MA	02038	(508) 520-1000
Dynda, Todd P.	5348 Hill Road NW	Acworth	GA	30101	(404) 401-3307
Easter, Randall L.	5508 Middleton Road	Durham	NC	27713	(919) 632-2210
Ebert, Gale	3948 Western Blvd.	Raleigh	NC	27606	(919) 233-5279
Ebrahim, Mahmood Mahmood	P.O. Box 16725	Sugarland	TX	77496	(281) 313-3030
Edler, Brian L.	9507 Township Rd. 107	Findlay	OH	45840	(419) 425-1128
Fischer, Gregory D.	310 W. Arboretum Dr.	Lombard	IL	60148	(630) 953-0424
Forder, Mark W.	1151 E Division Ave	Barron	WI	54812	(651) 755-8244
Fox, Aaron A.	P.O. Box 13225	Florence	SC	29504	(843) 610-7000

Exhibit B-2
Franchisees Who Left the System as of January 3, 2021



Franchisee	Address	City	State	Zip	Phone
Gage, Stanley J.	P.O. Box 12921	New Bern	NC	28561	(734) 276-3068
Galloway, Richard Jr.	7355 Timberwolf Trail	Fairview Heights	IL	62208	(314) 795-2485
Gallup, Stephen D.	P.O. Box 986	North Hampton	NH	03862	603/964-7275
Garman, Donald H.	2075 Reese Ln.	Azle	TX	76020	(817) 448-0885
Gerety, James C.	4519 North Garfield Street, Suite 17	Midland	TX	79705	(432) 570-1990
Gfell, Stephen L.	124 E. Main Street	Norwalk	OH	44857	(419) 660-8011
Gilbert, David A.	1701 Woodland Ave.	Duluth	MN	55803	218/728-3627
Gordon, John M.	5223 Mead Park Drive	Thompson Station	TN	37179	(270) 554-2112
Haefner, Steven M.	216 Carson Road	Easley	SC	29642	(864) 855-5051
Hall, Billy James	P.O. Box 458	Talledega	AL	35161	(205) 365-0843
Hanley, Christopher M.	146 Beech Rd.	Rocky Point	NY	11778	(631) 747-4571
Harding, Michael	555 W. Sylvan Dr.	Bloomington	IN	47404	(812) 947-1107
Hayman, Kerri	1610 Sam Rittenberg Blvd., Suite C	Charleston	SC	29407	(843) 371-1510
Hishmeh, Essam M.	1811 Knoll Dr., Suite A/B	Ventura	CA	93003	(805) 630-1300
Hurteau/Prather, Art/Marty	4042 W Republic Rd	Battlefield	MO	65619	(417) 865-8443
Jali, Ammar	PO Box 607	Center Valley	PA	18034	(516) 232-1223
Jenks/Benvenuti, David/Dominic	100 Conifer Hill Dr., Suite 402	Danvers	MA	01923	(978) 777-8044
Joarder, Mohammed Shamsuzzam	651 Clinton Ave.	Haddonfield	NJ	07110	(856) 375-2008
Johnson, Stewart W.	154 Sturbridge Lane	Church Hill	TN	37642	(423) 357-2228
Kaveh, Hossein Joe	PO Box 11145	Jackson	TN	38308	(731) 736-0799
Khan, Muhammad Riaz.	38 Lafayette Ave.	Suffern	NY	10901	(845) 664-5504
Koehler, Christopher James	5099 Springboro Pike	Moraine	OH	45439	(937) 260-4255
Kruse, William C.	829 Amble Ct.	Shoreview	MN	55126	(612) 802-2673
Lazauskas, Frank J.	236 First Street	Dunellen	NJ	08812	(973) 344-7525
Lewis, Thomas R.	38487 Fremont Blvd., #251	Fremont	CA	94536	(510) 494-8094
Lingren, Kenneth R.	520 Lunalilo Home Rd, Unit 7307	Honolulu	HI	96825	(808) 218-0094
MacPherson, Christopher J.	7807 Number 5 West Rd.	Fabius	NY	13063	(413) 246-4941
Manos, Anthony P.	15198 Downey Avenue	Paramount	CA	90723	(562) 663-1400
Marti, Jeanne M.	3949 155th Ave. NW	Andover	MN	55304	(763) 559-7552
Martinez, Wellington	6722 Madison Street	Guttenberg	NJ	07093	(201) 381-7983
Mauch, Oliver H.	2360 Maint St.	Morro Bay	CA	93442	(805) 772-6151
McDermott, Elizabeth A.	2280 Elcid Court	Palm Harbor	FL	34683	(727) 781-8623
McMullen, Timothy Y.	2510 Orchard Circle Dr. Apt #18	Traverse City	MI	49686	231/527-8059
Medders, Brent J.	9911 W. Markham St.	Little Rock	AR	72205	(501) 218-8661
Melson, James	5075 Trailing Fox Dr.	Cumming	GA	30040	(678) 294-3146
Metro, Louis C.	64 West Eleanor Dr.	Springboro	OH	45066	(937) 746-1005
Meyer, Robert O.	275 Yellowstone Ave.	Pocatello	ID	83201	(208) 232-4332
Midgette, Evan James Jr.	1966 County Rd. 13	Clanton	AL	35045	(205) 790-5125
Milne, R. Courtney	1007 Croft Dr.	Lancaster	PA	17601	(717) 393-2333
Mueller, Glenn Sr.	15384 5th Street	Gulfport	MS	39503	(228) 832-4000
Mullins, Erin M.	12830 State Rd 62	Parrish	FL	34219	(352) 373-3343
Murph, Alan D.	1277 NE Loop 410	San Antonio	TX	78209	(210) 590-1437
Neal, James P. II	368 N. Michael St.	St. Marys	PA	15857	(740) 255-1433
Orcutt, Michael L.	3585 Trotters Dr.	Alpharetta	GA	30004	(770) 777-2217
Osani, Charles Anthony	P. O. Box 19004	Huntsville	AL	35804	(256) 534-7300
Painter, Mitchell T.	10227 Twig Lane	Mechanicsville	VA	23116	(804) 730-9350
Peterson, Wayne A.	3140 Neil Armstrong Blvd., Suite 321	Eagan	MN	55121	(651) 289-3000

Exhibit B-2
Franchisees Who Left the System as of January 3, 2021

Franchisee	Address	City	State	Zip	Phone
Pitarro, Dominic N.	1256 Christianburg Ln.	Sweetwater	TN	37874	(423) 371-3060
Polacheck, Gregory A.	558 Lisa Lane	Willard	OH	44890	(419) 935-3030
Poulsen, Jamie S.	3901 Blue Ridge Cutoff	Kansas City	MO	64133	(816) 407-9079
Price, Richard W.	2490 Aurora Road	Melbourne	FL	32935	(321) 723-9057
Prior, Lee S.	10 Brooklyn Heights Rd.	Thomaston	ME	04861	(207) 593-8530
Pryor, Kelly W.	4702 W. Crosby Ct.	Spokane	WA	99208	(509) 326-8300
Qasim, S Osman	122 Avalon Drive, Suite G	Salisbury	NC	28146	(704) 636-7612
Randolph, Gregory A.	P.O. Box 548	Etoile	TX	75944	(936) 554-5953
Razban, Ahmad	3240 Lone Oak Rd., Suite D	Paducah	KY	42003	(270) 554-2112
Redies, Thomas D.	10400 Milford Rd	Holly	MI	48442	734/368-3302
Reickert, Cory A.	5017 S. 68th St., #A	Tacoma	WA	98409	(253) 202-6645
Rexha, Bashkim	134 Sunrise Dr	North Wales	PA	19454	(267) 474-8863
Reynolds, Thomas S.	9462 Brownsboro Road #355	Louisville	KY	40241	(502) 741-1831
Riddle, Charles M.	14328 S. Log Home Ln.	Herriman	UT	84096	(801) 518-7732
Ridge, John E. Jr.	1712 US 401 S	Laurinburg	NC	13340	(910) 280-8255
Roberts, Mark T.	82 W. McKinley Road	Traverse City	MI	49686	(231) 941-5355
Rompel, Michael S.	339 Coral St.	Honolulu	HI	96813	(808) 744-9900
Russek, Ronald II	907 N. Granbury, Suite #A	Cleburne	TX	76033	(817) 558-2900
Schembechler, Geoffrey D.	36 Parkhurst Rd.	Dunstable	MA	01827	(978) 441-1227
Sharifi, Sammy M.	1800 Orchard Ln.	Brentwood	CA	94513	(925) 846-8888
Sharp, Jonathan D.	P.O. Box 1379	Abilene	TX	79604	(325) 665-1540
Shifflett, Juan Jason	P.O. Box 236	Olive Branch	MS	38654	(662) 895-2137
Short, Christopher J.	6345 Edgebrook Ct	Mason	OH	45040	(601) 947-4278
Simmons, Brett N.	P.O. Box 1857	Tappahannock	VA	22560	703/969-8016
Smith, Eric S.	5904 Dun Barton Ct.	Pace	FL	32571	(850) 686-7513
Stroud, Glen	350 Edgington Dr.	Plain City	OH	43064	(409) 832-2275
Tallmadge, Fred	2354 Mendenhall Loop Rd. #101	Juneau	AK	99801	
Taskaynatan, Murat	743 Main Street	Winchester	MA	01890	(781) 729-8844
Taylor, Robert III	P.O. Box 1747	West Chester	PA	19380	(610) 296-0200
Teel, Ricky E.	1875 Ferrylake Rd.	Tifton	GA	31794	(229) 386-4800
The Estate of John Gesualdi	70 Plumtree Road	Sunderland	MA	01035	(413) 256-8914
The Estate of Randall L. Good	7171 W. Gunnison #3G	Harwood Heights	IL	60706	(708) 867-4900
The Estate of Renato A. De Guia	5690 Rock Dove Dr.	Sarasota	FL	34241	(941) 780-3824
Todd, Edward L.	P.O. Box 859	Benton	TN	37307	(423) 716-0244
Tran, Tung Huu	2304 E. Clifpark Way	Anaheim	CA	92806	949/673-3653
Vandenberg, Bruce M.	2677 Willakenzie Road #6	Eugene	OR	97401	(541) 505-7478
Varner, Russell L.	P.O. Box 779	Laguna Niguel	CA	92607	(949) 249-1028
Vigil, Lawrence A.	P.O. Box 98176	Lubbock	TX	79499	(806) 698-8801
Waller, Karl J.	947 Woodward Ave.	Akron	OH	44310	(954) 267-8807
Warren, Jay	1012 Baltimore Street	Hanover	PA	17331	(717) 633-5772
White, Kelly	91-1022 Kaihoi St.	Ewa Beach	HI	96706	(808) 255-3309
Young, Mitchell L.	360 Wilkesboro Blvd.	Lenoir	NC	202919	(828) 754-3313
Young, Paul A.	1975 Timber Rdg.	Ypsilanti	MI	48198	(843) 367-1627
Zaatreh, Maha	3563 Sheridan Dr.	Amherst	NY	14226	(716) 837-1080
Zadeh, Jeff	130 Ewald Ave	Marlborough	MA	01752	(508) 481-5335
Zebib, Tarick	607 SW 11th Ct.	Palm City	FL	34990	(772) 879-2856

Exhibit B-2
Franchisees Who Left the System as of January 3, 2021



Franchisee	Address	City	State	Zip	Phone
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This list includes franchisees of outlets that were terminated, not renewed, transferred or otherwise left the system. Certain of these franchisees continue to operate other outlets under franchise agreements with us.

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

EXHIBIT C

DOMINO'S PIZZA FRANCHISING LLC
FINANCIAL STATEMENTS

Domino's Pizza Franchising LLC and Subsidiary

**Consolidated Financial Statements
January 3, 2021 and December 29, 2019**



Report of Independent Auditors

To the Board of Managers of Domino's Pizza Franchising LLC

We have audited the accompanying consolidated financial statements of Domino's Pizza Franchising LLC and its subsidiary (the "Company"), which comprise the consolidated balance sheets as of January 3, 2021 and December 29, 2019, and the related consolidated statements of income, of member's interest and of cash flows for the three years ended January 3, 2021.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated 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 Company'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 consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Domino's Pizza Franchising LLC and its subsidiary as of January 3, 2021 and December 29, 2019, and the results of their operations and their cash flows for the three years ended January 3, 2021 in accordance with accounting principles generally accepted in the United States of America.

PricewaterhouseCoopers LLP

Detroit, Michigan
March 19, 2021

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS

(In thousands)	<u>January 3, 2021</u>	<u>December 29, 2019</u>
Assets		
Current assets:		
Restricted cash and cash equivalents	\$ 6,481	\$ 8,219
Accounts receivable, net of reserves of \$227 in 2020 and \$236 in 2019	9,798	7,549
Accounts receivable from affiliated companies	1,387	463
Prepaid expenses and other	62	139
Total current assets	<u>17,728</u>	<u>16,370</u>
Property:		
Buildings	19,978	19,128
Construction in progress	348	210
Accumulated depreciation	(15,291)	(14,828)
Property, net	<u>5,035</u>	<u>4,510</u>
Other assets:		
Notes receivable	265	243
Deferred income taxes	713	927
Total other assets	<u>978</u>	<u>1,170</u>
Total assets	<u><u>\$ 23,741</u></u>	<u><u>\$ 22,050</u></u>
Liabilities and member's interest		
Current liabilities:		
Accounts payable and other accrued liabilities	\$ 469	\$ 491
Accounts payable to affiliated companies	21	21
Total current liabilities	<u>490</u>	<u>512</u>
Member's interest:		
Member's interest	<u>23,251</u>	<u>21,538</u>
Total liabilities and member's interest	<u><u>\$ 23,741</u></u>	<u><u>\$ 22,050</u></u>

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

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME

(In thousands)	For the Years Ended		
	January 3, 2021	December 29, 2019	December 30, 2018
Revenues:			
Franchise royalties and fees	\$ 412,885	\$ 345,547	\$ 317,741
Total revenues	412,885	345,547	317,741
Operating expenses:			
Depreciation and amortization	617	571	564
Management fee (Note 4)	30,039	27,714	26,550
Other	567	700	431
Total operating expenses	31,223	28,985	27,545
Income from operations	381,662	316,562	290,196
Interest income, net	22	91	58
Income before provision for income taxes	381,684	316,653	290,254
Provision for income taxes	89,088	73,875	67,408
Net income	\$ 292,596	\$ 242,778	\$ 222,846

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

**DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF MEMBER'S INTEREST**

(In thousands)	Member's Interest
Balance at December 31, 2017	\$ 18,819
Net income	222,846
Distributions (Note 4)	(288,803)
Reclassification of income taxes payable to Parent (Note 4)	<u>67,108</u>
Balance at December 30, 2018	<u>19,970</u>
Net income	242,778
Distributions (Note 4)	(314,982)
Reclassification of income taxes payable to Parent (Note 4)	73,704
Capital contribution (Note 4)	68
Balance at December 29, 2019	<u>21,538</u>
Net income	292,596
Distributions (Note 4)	(376,389)
Return of capital to Parent (Note 4)	(3,000)
Reclassification of income taxes payable to Parent (Note 4)	88,505
Adoption of ASC 326 (Note 1)	1
Balance at January 3, 2021	<u><u>\$ 23,251</u></u>

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

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)	For the Years Ended		
	January 3, 2021	December 29, 2019	December 30, 2018
Cash flows from operating activities:			
Net income	\$ 292,596	\$ 242,778	\$ 222,846
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	617	571	564
Loss on disposal of assets	6	12	22
(Benefit) provision for losses on accounts and notes receivable	(3)	204	30
Provision for deferred income taxes	214	107	300
Reclassification of income taxes payable to Parent (Note 4)	88,505	73,704	67,108
Changes in operating assets and liabilities:			
Accounts receivable	(3,200)	(707)	(409)
Accounts payable, accrued liabilities and other	136	(221)	(109)
Net cash provided by operating activities	378,871	316,448	290,352
Cash flows from investing activities:			
Capital expenditures	(1,234)	(441)	(495)
Repayments of notes receivable	14	4	29
Net cash used in investing activities	(1,220)	(437)	(466)
Cash flows from financing activities:			
Distributions (Note 4)	(376,389)	(314,982)	(288,803)
Return of capital to Parent (Note 4)	(3,000)	-	-
Net cash used in financing activities	(379,389)	(314,982)	(288,803)
Change in restricted cash and cash equivalents	(1,738)	1,029	1,083
Restricted cash and cash equivalents, beginning of period	8,219	7,190	6,107
Restricted cash and cash equivalents, end of period	\$ 6,481	\$ 8,219	\$ 7,190

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

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) Description of Business and Summary of Significant Accounting Policies

Description of Business

Domino's Pizza Franchising LLC (the "Company") is a single member Delaware limited liability company and is a wholly-owned subsidiary of Domino's Pizza Master Issuer LLC (the "Parent"), whose ultimate parent is Domino's Pizza, Inc. ("DPI"). The Company commenced operations on April 17, 2007. The Company is primarily engaged in franchising certain Domino's Pizza stores in the United States, Puerto Rico, Guam and the U.S. Virgin Islands (collectively, the "Domestic Territories"). Revenues are derived from the receipt of royalties and, to a lesser extent, franchise and related fees from Domino's Pizza stores in the Domestic Territories (specifically, revenues from Domino's Pizza stores in the United States, and revenues from Domino's Pizza stores in Puerto Rico, Guam and the U.S. Virgin Islands (the "American Territories") after October 18, 2019).

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its subsidiary. All significant intercompany accounts and transactions have been eliminated.

Fiscal Year

The Company's fiscal year ends on the Sunday closest to December 31. The 2020 fiscal year ended on January 3, 2021, the 2019 fiscal year ended on December 29, 2019 and the 2018 December 30, 2018. The 2020 fiscal year consisted of fifty-three weeks and the 2019 and 2018 fiscal years each consisted of fifty-two weeks.

Restricted Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less at the date of purchase. These investments are carried at cost, which approximates fair value. The restricted cash and cash equivalents balance was \$6.5 million in 2020 and \$8.2 million in 2019. All cash and cash equivalents are restricted under the terms of the Parent's debt agreements (Note 3).

Accounts Receivable / Accounts Payable with Affiliated Companies

Accounts receivable from affiliated companies represent amounts owed to the Company by other subsidiaries of DPI. Accounts payable to affiliated companies represent amounts due to subsidiaries of DPI by the Company.

Notes Receivable

During the normal course of business, the Company may provide financing to franchisees in the form of notes. Notes receivable generally require monthly payments of principal and interest, or monthly payments of interest only, generally ranging from 4% to 9%, with balloon payments of the remaining principal due one to seven years from the original issuance date. Such notes are generally secured by the related assets or business. The carrying amounts of these notes approximate fair value.

Allowances for Credit Losses

The Company closely monitors accounts and notes receivable balances and estimates the allowance for credit losses. These estimates are based on historical collection experience and other factors, including those related to current market conditions and events. The Company's allowances for accounts and notes receivable have not historically been material.

Property

Additions to property are recorded at cost. Depreciation and amortization expense for financial reporting purposes is recorded using the straight-line method over the estimated useful lives of the related assets. The estimated useful for buildings generally is 20 years.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Revenue Recognition

Franchise royalties and fees are primarily comprised of royalties and fees from Domino's Pizza franchisees with operations in the Domestic Territories. Each franchisee is generally required to pay a 5.5% royalty fee on sales. In certain instances, the Company will collect lower rates based on area development agreements, sales initiatives, store relocation incentives and new store incentives. Royalty revenues are based on a percentage of franchise retail sales and are recognized when the items are delivered to or carried out by franchisees' customers. Payments for royalties and fees from U.S. franchisees are generally due within seven days of the prior week end date and payments for royalties and fees from franchisees in the American Territories are due at least monthly.

Fair Value Measurements

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The fair values of the Company's restricted cash equivalents are based on quoted prices in active markets for identical assets.

The following table summarizes the carrying amounts and fair values of the Company's restricted cash equivalents at January 3, 2021 and December 29, 2019:

		At January 3, 2021						
		Fair Value Estimated Using						
(In thousands)	Carrying Amount	Level 1 Inputs		Level 2 Inputs		Level 3 Inputs		
		\$	3	\$	3	\$	—	
Restricted cash equivalents								
		At December 29, 2019						
		Fair Value Estimated Using						
(In thousands)	Carrying Amount	Level 1 Inputs		Level 2 Inputs		Level 3 Inputs		
		\$	3,001	\$	3,001	\$	—	
Restricted cash equivalents								

New Accounting Pronouncements
Recently Adopted Accounting Standards
Accounting Standards Update ("ASU") 2016-13, Financial Instruments – Credit Losses (Topic 326)

In June 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASC 326"). ASC 326 requires companies to measure credit losses utilizing a methodology that reflects expected credit losses and requires a consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The Company early adopted this standard as of December 30, 2019, the first day of its 2020 fiscal year, using the modified retrospective approach and it did not have a material impact on its consolidated financial statements.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

The effects of the changes made to the Company's consolidated balance sheet as of December 30, 2019 for the adoption of ASC 326 were as follows:

	<u>Balance at December 29, 2019</u>	<u>Adjustments Due to ASC 326</u>	<u>Balance at December 30, 2019</u>
Assets			
Current assets:			
Accounts receivable, net	\$ 7,549	\$ (30)	\$ 7,519
Prepaid expenses and other	139	4	143
Notes receivable	243	27	270
Member's interest:			
Member's interest	21,538	1	21,539

The Company recognized the cumulative effect of initially applying ASC 326 as an adjustment to the opening balance of Member's interest. The comparative information has not been restated and continues to be reported under the accounting standards in effect for that period. An adjustment to beginning Member's interest and a corresponding adjustment to the accounts receivable and notes receivable of less than \$0.1 million was recorded on the date of adoption, representing the remeasurement of these accounts to the Company's estimate for current expected credit losses.

Accounting Standards Not Yet Adopted

The Company has considered all new accounting pronouncements issued by the Financial Accounting Standards Board ("FASB"). The following represents an accounting pronouncement that is applicable to the Company, but for which the Company has not yet adopted as of January 3, 2021.

ASU 2019-12, Income Taxes – Simplifying the Accounting for Income Taxes (Topic 740)

In December 2019, the FASB issued *ASU 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* ("ASU 2019-12"), which simplifies the accounting for income taxes, including certain provisions which are applicable to the Company related to accounting for tax law changes in interim periods, reducing complexity for franchise taxes and eliminating the requirement to allocate the consolidated amount of current and deferred tax expense to a legal entity that is not subject to tax in its separate financial statements. ASU 2019-12 is effective for fiscal years beginning after December 15, 2021. The Company early adopted this accounting standard as of January 4, 2021, the first day of its 2021 fiscal year, in connection with DPI's adoption of this accounting standard.

The Company does not expect the provisions related to accounting for tax law changes in interim periods or franchise taxes to have a material impact on its consolidated financial statements. As disclosed in Note 5, the Company is a single member limited liability company and is treated as a disregarded entity for Federal and state income tax purposes. For financial reporting purposes, the Company historically accounted for income taxes as if it files its own Federal and state income tax returns. Following the Company's adoption of ASU 2019-12 in the first quarter of fiscal 2021, DPI will no longer allocate current and deferred tax expense to the Company, and accordingly, the adoption of this accounting standard had a material impact on the Company's consolidated financial statements.

Use of Estimates

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

Subsequent Events

The Company evaluated subsequent events occurring after January 3, 2021 through the date the financial statements were available to be issued on March 19, 2021. Based on this evaluation, the Company determined there were no subsequent events that required recognition or disclosure.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

(2) Income Taxes

The Company is a single member limited liability company and is treated as a disregarded entity for federal and state income tax purposes. For financial reporting purposes, the Company accounts for income taxes as if it files its own Federal and state income tax returns. As required by authoritative accounting guidance, the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the "more likely than not" threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. As of January 3, 2021, December 29, 2019, and December 30, 2018, the Company had no unrecognized tax benefits.

The Company's provision for income taxes for 2020, 2019 and 2018 are summarized as follows (in thousands):

(In thousands)	For the Years Ended		
	January 3, 2021	December 29, 2019	December 30, 2018
Federal income tax provision based on the statutory rate	\$ 80,154	\$ 66,497	\$ 60,953
State and local income taxes, net of related Federal income taxes	8,527	7,299	6,501
Other	407	79	(46)
Provision for income taxes	<u>\$ 89,088</u>	<u>\$ 73,875</u>	<u>\$ 67,408</u>

The components of the 2020, 2019 and 2018 provision for income taxes are as follows:

(In thousands)	For the Years Ended		
	January 3, 2021	December 29, 2019	December 30, 2018
Provision for Federal income taxes			
Current provision	\$ 77,689	\$ 64,487	\$ 58,908
Deferred provision	179	74	245
Total provision for Federal income taxes	<u>77,868</u>	<u>64,561</u>	<u>59,153</u>
Provision for state and local income taxes			
Current provision	10,816	9,217	8,200
Deferred provision (benefit)	35	33	55
Total provision for state and local income taxes	<u>10,851</u>	<u>9,250</u>	<u>8,255</u>
Provision for non-resident withholding and foreign income taxes	369	64	—
Provision for income taxes	<u>\$ 89,088</u>	<u>\$ 73,875</u>	<u>\$ 67,408</u>

As of January 3, 2021, and December 29, 2019, the significant components of net deferred income taxes are as follows (in thousands):

(In thousands)	January 3, 2021	December 29, 2019
Deferred income tax assets		
Depreciation and asset basis differences	\$ 725	\$ 876
Other	50	60
Total deferred income tax assets	<u>775</u>	<u>936</u>
Deferred income tax liabilities		
Other	62	9
Total deferred income tax liabilities	<u>62</u>	<u>9</u>
Net deferred income tax assets	<u>\$ 713</u>	<u>\$ 927</u>

Realization of the Company's deferred tax assets is dependent upon many factors, including, but not limited to, the Company's ability to generate sufficient future taxable income. Although realization of the Company's net deferred tax assets is not assured, management believes it is more likely than not that the net deferred tax assets will be realized. On an ongoing basis, management will assess whether it remains more likely than not that the net deferred tax assets will be realized.

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

(3) DPI Recapitalization and Company Guarantees of Related Debt Obligations
2019 Recapitalization

On November 19, 2019, DPI completed a recapitalization (the “2019 Recapitalization”) in which certain of DPI’s subsidiaries issued \$675.0 million Series 2019-1 3.668% Fixed Rate Senior Secured Notes, Class A-2 with an anticipated term of 10 years (the “2019 Ten-Year Fixed Rate Notes”) pursuant to an asset-backed securitization. Concurrently, certain of DPI’s subsidiaries also issued a new revolving financing facility, which allows for the issuance of up to \$200.0 million Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the “2019 Variable Funding Notes”) and certain other credit instruments, including letters of credit. The interest rate on the 2019 Variable Funding Notes is payable at a rate equal to LIBOR plus 150 basis points. The 2019 Ten-Year Fixed Rate Notes and the 2019 Variable Funding Notes are referred to collectively as the “2019 Notes.” Gross proceeds from the issuance of the 2019 Notes were \$675.0 million.

A portion of the proceeds from the 2019 Recapitalization was used to pre-fund a portion of the principal and interest payable on the 2019 Notes and pay transaction fees and expenses.

2018 Recapitalization

On April 24, 2018, DPI completed a recapitalization (the “2018 Recapitalization”) in which certain of DPI’s subsidiaries issued notes pursuant to an asset-backed securitization. The notes consist of \$425.0 million Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I with an anticipated term of 7.5 years (the “2018 7.5-Year Fixed Rate Notes”), and \$400.0 million Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II with an anticipated term of 9.25 years (the “2018 9.25-Year Fixed Rate Notes” and, collectively with the 2018 7.5-Year Fixed Rate Notes, the “2018 Notes”). Gross proceeds from the issuance of the 2018 Notes were \$825.0 million.

A portion of the proceeds from the 2018 Recapitalization was used to repay the remaining \$490.1 million in outstanding principal and interest under the 2015 Five-Year Fixed Rate Notes, pre-fund a portion of the principal and interest payable on the 2018 Notes and pay transaction fees and expenses.

2017 Recapitalization

On July 24, 2017, DPI completed a recapitalization (the “2017 Recapitalization”) in which certain of DPI’s subsidiaries issued notes pursuant to an asset-backed securitization. The notes consist of \$300.0 million Series 2017-1 Floating Rate Senior Secured Notes, Class A-2-I with an anticipated term of five years (the “2017 Floating Rate Notes”), \$600.0 million Series 2017-1 3.082% Fixed Rate Senior Secured Notes, Class A-2-II with an anticipated term of five years (the “2017 Five-Year Fixed Rate Notes”), and \$1.0 billion Series 2017-1 4.118% Fixed Rate Senior Secured Notes, Class A-2-III with an anticipated term of ten years (the “2017 Ten-Year Fixed Rate Notes” and, collectively with the 2017 Floating Rate Notes and the 2017 Five-Year Fixed Rate Notes, the “2017 Notes”). The interest rate on the 2017 Floating Rate Notes is payable at a rate equal to LIBOR plus 125 basis points. Gross proceeds from the issuance of the 2017 Notes were \$1.9 billion.

2015 Recapitalization

On October 21, 2015, DPI completed a recapitalization transaction (the “2015 Recapitalization”) in which certain of DPI’s subsidiaries issued new notes pursuant to an asset-backed securitization. The notes consisted of \$500.0 million Series 2015-1 3.484% Fixed Rate Senior Secured Notes, Class A-2-I (the “2015 Five-Year Fixed Rate Notes”) and \$800.0 million Series 2015-1 4.474% Fixed Rate Senior Secured Notes, Class A-2-II (the “2015 Ten-Year Fixed Rate Notes” and, together with the 2015 Five-Year Fixed Rate Notes, the “2015 Notes”). Gross proceeds from the issuance of the 2015 Notes were \$1.3 billion. The 2015 Five-Year Fixed Rate Notes were repaid in connection with the 2018 Recapitalization.

The 2019 Notes, 2018 Notes, 2017 Notes and 2015 Notes are collectively referred to as the “Notes.”

DOMINO'S PIZZA FRANCHISING LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Continued)

Guarantees and Covenants of the Notes

The Notes were issued by certain of DPI's subsidiaries which hold substantially all of DPI's revenue-generating assets, excluding DPI's U.S. Company-owned stores. The Notes are guaranteed by certain of DPI's subsidiaries and secured by a security interest in substantially all of the assets of the DPI's subsidiaries, including royalty and certain other income from all U.S. and international stores, domestic supply chain income and intellectual property. The restrictions placed on certain of DPI's subsidiaries require that the principal and interest obligations have first priority and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly principal and interest amounts due. The amount of weekly cash flow that exceeds the required weekly principal and interest reserve is generally remitted to the Manager in the form of a dividend. However, once the required obligations are satisfied, there are no further restrictions, including payment of dividends, on the cash flows of the subsidiaries. The Company has, along with certain other affiliates, guaranteed the interest and principal obligations of the Notes.

The Notes are subject to certain financial and non-financial covenants, including a debt service coverage ratio calculation, as defined in the related agreements. The covenants, among other things, may limit the ability of certain of the Company's subsidiaries to declare dividends, make loans or advances or enter into transactions with affiliates. In the event that certain covenants are not met, the Notes may become partially or fully due and payable on an accelerated schedule. In addition, DPI may voluntarily prepay, in part or in full, the Notes at any time, subject to certain make-whole interest obligations.

(4) Related Party Transactions
Distributions

The Company is required to distribute its excess cash flows to the Parent pursuant to an operating agreement with the Parent. The Parent uses the funds distributed to it by the Company to, among other things, service its debt obligations. The Company distributed \$376.4 million, \$315.0 million and \$288.8 million in 2020, 2019 and 2018, respectively, pursuant to this operating agreement.

Management Fee

The Parent and certain of its subsidiaries have a management agreement with Domino's Pizza LLC, a subsidiary of DPI, (the "Manager") whereby the Manager will service new and existing franchise agreements, certain intellectual property and distribution assets for the Domino's Pizza system.

Pursuant to the original terms of the management agreement, the Parent and certain of its subsidiaries were obligated to pay a total annual fee to the Manager in an amount equal to the sum of (i) \$26.5 million, (ii) \$600,000 for every 100 Domino's Pizza stores open in the contiguous United States, and (iii) a 2% increase as of each anniversary of the initial closing date of the Parent's March 16, 2012 recapitalization transaction. The Company's portion of the management fee was allocated based on its percentage of earnings before interest, taxes, depreciation and amortization and other, referred to as Segment Income, in comparison to the other subsidiaries of the Parent. Management believes this allocation method to be reasonable. Of the total required management fee, the Company incurred and paid approximately \$30.0 million, \$27.7 million and \$26.6 million in 2020, 2019 and 2018, respectively.

Capital Contributions and Return of Capital

The Company recorded a provision for current income taxes of approximately \$88.5 million, \$73.7 million and \$67.1 million in 2020, 2019 and 2018, respectively. The Company recorded the related tax liabilities from the provision as capital contributions from the Parent, as the Parent does not require cash settlement of these amounts.

On October 18, 2019, Domino's Pizza International Franchising Inc., a subsidiary of DPI, assigned the franchise agreements and related assets (including accounts receivable) of the American Territories to the Company. The Company recorded a non-cash capital contribution of less than \$0.1 million associated with this assignment.

In 2020, Domino's Pizza Franchising LLC returned \$3.0 million of previously contributed funds to the Parent in addition to the distributions required under the operating agreement with the Parent as discussed above.

EXHIBIT D

**DOMINO'S PIZZA LLC
FINANCIAL STATEMENTS**

Domino's Pizza LLC and Subsidiaries

**Consolidated Financial Statements
January 3, 2021 and December 29, 2019**



Report of Independent Auditors

To the Board of Managers of Domino's Pizza LLC

We have audited the accompanying consolidated financial statements of Domino's Pizza LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of January 3, 2021 and December 29, 2019, and the related consolidated statements of income, of comprehensive income, of member's deficit and of cash flows for the three years ended January 3, 2021.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated 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 Company'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 consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Domino's Pizza LLC and its subsidiaries as of January 3, 2021 and December 29, 2019, and the results of their operations and their cash flows for the three years ended January 3, 2021 in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019 and the manner in which it accounts for revenue in 2018. Our opinion is not modified with respect to this matter.

PricewaterhouseCoopers LLP

Detroit, Michigan
March 19, 2021

Domino's Pizza LLC and Subsidiaries
CONSOLIDATED BALANCE SHEETS
 (In thousands, except share and per share amounts)

	January 3, 2021	December 29, 2019
Assets		
Current assets:		
Cash and cash equivalents	\$ 168,815	\$ 190,609
Restricted cash and cash equivalents	217,453	209,269
Accounts receivable, net of reserves of \$1,793 in 2020 and \$2,856 in 2019	244,566	210,266
Inventories	66,683	52,955
Prepaid expenses and other	24,169	19,129
Advertising fund assets, restricted	147,698	105,389
Total current assets	869,384	787,617
Property, plant and equipment:		
Land and buildings	88,063	44,845
Leasehold and other improvements	186,456	164,071
Equipment	292,456	243,708
Construction in progress	13,014	42,705
Accumulated depreciation and amortization	579,989	495,329
Property, plant and equipment, net	(282,625)	(252,448)
Other assets:		
Operating lease right-of-use assets	228,268	228,785
Investments in marketable securities, restricted	13,251	11,982
Goodwill	15,061	15,093
Capitalized software, net of accumulated amortization of \$124,043 in 2020 and \$104,237 in 2019	81,306	73,140
Other assets	60,630	12,521
Deferred income taxes	1,904	10,073
Total other assets	400,420	351,594
Total assets	\$ 1,567,168	\$ 1,382,092
Liabilities and Member's deficit		
Current liabilities:		
Current portion of long-term debt	\$ 2,855	\$ 43,394
Accounts payable	94,499	111,101
Accrued compensation	58,520	46,214
Accrued interest	31,695	27,881
Operating lease liabilities	35,861	33,318
Insurance reserves	26,377	23,735
Advertising fund liabilities	141,175	101,921
Other accrued liabilities	79,837	66,267
Total current liabilities	470,819	453,831
Long-term liabilities:		
Long-term debt, less current portion	4,116,018	4,071,055
Operating lease liabilities	202,268	202,731
Insurance reserves	37,125	34,675
Deferred income taxes	6,099	—
Other accrued liabilities	35,244	35,559
Total long-term liabilities	4,396,754	4,344,020
Total liabilities	4,867,573	4,797,851
Commitments and contingencies		
Member's deficit		
Class A common stock, par value \$0.05 per share; 2,000,000 shares authorized; 1,406,778 shares issued and outstanding	70	70
Class B common stock, par value \$0.01 per share; 50,000 shares authorized; no shares issued and outstanding	—	—
Member's deficit	(3,298,051)	(3,412,087)
Accumulated other comprehensive loss	(2,424)	(3,742)
Total member's deficit	(3,300,405)	(3,415,759)
Total liabilities and member's deficit	\$ 1,567,168	\$ 1,382,092

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

Domino's Pizza LLC and Subsidiaries
CONSOLIDATED STATEMENTS OF INCOME
(In thousands)

	For the Years Ended		
	January 3, 2021	December 29, 2019	December 30, 2018
Revenues:			
U.S. Company-owned stores	\$ 485,569	\$ 453,560	\$ 514,804
U.S. franchise royalties and fees	503,196	428,504	391,493
Supply chain	2,416,651	2,104,936	1,943,297
International franchise royalties and fees	249,757	240,975	224,747
U.S. franchise advertising	462,238	390,799	358,526
Total revenues	<u>4,117,411</u>	<u>3,618,774</u>	<u>3,432,867</u>
Cost of sales:			
U.S. Company-owned stores	379,598	346,168	398,158
Supply chain	2,143,320	1,870,107	1,732,030
Total cost of sales	<u>2,522,918</u>	<u>2,216,275</u>	<u>2,130,188</u>
Operating margin	1,594,493	1,402,499	1,302,679
General and administrative	406,613	382,293	372,464
U.S. franchise advertising	462,238	390,799	358,526
Income from operations	725,642	629,407	571,689
Interest income	1,654	4,048	3,334
Interest expense	(172,166)	(150,818)	(146,345)
Income before provision for income taxes	555,130	482,637	428,678
Provision for income taxes	63,834	81,928	66,706
Net income	<u>\$ 491,296</u>	<u>\$ 400,709</u>	<u>\$ 361,972</u>

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

Domino's Pizza LLC and Subsidiaries
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	For the Years Ended		
	January 3, 2021	December 29, 2019	December 30, 2018
Net income	\$ 491,296	\$ 400,709	\$ 361,972
Currency translation adjustment	1,318	687	(2,048)
Comprehensive income	<u><u>\$ 492,614</u></u>	<u><u>\$ 401,396</u></u>	<u><u>\$ 359,924</u></u>

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

Domino's Pizza LLC and Subsidiaries
CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT
 (In thousands, except share data)

	Class A		Class B		Member's Deficit	Accumulated Other
	<u>Common Stock Shares</u>	<u>Amount</u>	<u>Common Stock Shares</u>	<u>Amount</u>	<u>Deficit</u>	<u>Comprehensive Income (Loss)</u>
Balance at December 31, 2017	1,406,778	\$ 70	—	\$ —	\$(2,733,424)	\$ (2,030)
Net income	—	—	—	—	361,972	—
Contributions	—	—	—	—	9,832	—
Distributions	—	—	—	—	(690,340)	—
Non-cash compensation expense	—	—	—	—	22,792	—
Adoption of ASC 606 (Note 1)	—	—	—	—	(6,701)	—
Other	—	—	—	—	(44)	—
Currency translation adjustment	—	—	—	—	—	(2,048)
Reclassification adjustment for stranded taxes (Note 1)	—	—	—	—	351	(351)
Balance at December 30, 2018	1,406,778	70	—	—	(3,035,562)	(4,429)
Net income	—	—	—	—	400,709	—
Contributions	—	—	—	—	13,064	—
Distributions	—	—	—	—	(810,673)	—
Non-cash compensation expense	—	—	—	—	20,265	—
Other	—	—	—	—	110	—
Currency translation adjustment	—	—	—	—	—	687
Balance at December 29, 2019	1,406,778	70	—	—	(3,412,087)	(3,742)
Net income	—	—	—	—	491,296	—
Contributions	—	—	—	—	30,970	—
Distributions	—	—	—	—	(433,318)	—
Non-cash compensation expense	—	—	—	—	24,244	—
Adoption of ASC 326 (Note 1)	—	—	—	—	1,102	—
Other	—	—	—	—	(258)	—
Currency translation adjustment	—	—	—	—	—	1,318
Balance at January 3, 2021	<u>1,406,778</u>	<u>\$ 70</u>	<u>—</u>	<u>\$ —</u>	<u>\$(3,298,051)</u>	<u>\$ (2,424)</u>

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

Domino's Pizza LLC and Subsidiaries
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	For the Years Ended		
	January 3, 2021	December 29, 2019	December 30, 2018
Cash flows from operating activities:			
Net income	\$ 491,296	\$ 400,709	\$ 361,972
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	65,038	59,930	53,665
Loss (gain) on sale/disposal of assets	2,922	2,023	(4,737)
Amortization of debt issuance costs	5,526	4,748	8,033
Provision (benefit) for deferred income taxes	14,424	(3,297)	(872)
Non-cash equity-based compensation expense	24,244	20,265	22,792
Excess tax benefits from Parent equity-based compensation	(60,364)	(25,735)	(23,786)
Provision for losses on accounts and notes receivable	2,134	1,195	899
Changes in operating assets and liabilities:			
Changes in accounts receivable	(33,334)	(20,900)	(18,172)
Changes in inventories, prepaid expenses and other	(24,959)	(6,741)	(12,455)
Changes in accounts payable and accrued liabilities	68,954	66,137	10,010
Changes in insurance reserves	5,544	5,322	2,174
Changes in operating lease assets and liabilities	2,592	3,302	—
Changes in advertising fund assets and liabilities, restricted	28,777	(10,008)	(5,352)
Net cash provided by operating activities	<u>592,794</u>	<u>496,950</u>	<u>394,171</u>
Cash flows from investing activities:			
Capital expenditures	(88,768)	(85,565)	(119,888)
Purchase of investments (Note 8)	(40,000)	—	—
Proceeds from sale of assets	174	12,258	8,367
Maturities of advertising fund investments, restricted	—	50,152	94,007
Purchases of advertising fund investments, restricted	—	—	(70,152)
Purchases of franchise operations and other assets	—	(3,423)	—
Other	(333)	(1,276)	(591)
Net cash used in investing activities	<u>(128,927)</u>	<u>(27,854)</u>	<u>(88,257)</u>
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	158,000	675,000	970,000
Repayments of long-term debt and finance lease obligations	(202,058)	(92,085)	(604,088)
Cash paid for financing costs	—	(8,098)	(8,207)
Distributions (Note 1)	(433,318)	(810,673)	(690,340)
Contributions (Note 1)	30,970	13,064	9,832
Net cash used in financing activities	<u>(446,406)</u>	<u>(222,792)</u>	<u>(322,803)</u>
Effect of exchange rate changes on cash	761	201	(538)
Change in cash and cash equivalents, restricted cash and cash equivalents	<u>18,222</u>	<u>246,505</u>	<u>(17,427)</u>
Cash and cash equivalents, beginning of period	190,609	25,432	35,762
Restricted cash and cash equivalents, beginning of period	209,269	166,993	191,762
Cash and cash equivalents included in advertising fund assets, restricted, beginning of period	84,040	44,988	27,316
Cash and cash equivalents, restricted cash and cash equivalents and cash and cash equivalents included in advertising fund assets, restricted, beginning of period	<u>483,918</u>	<u>237,413</u>	<u>254,840</u>
Cash and cash equivalents, end of period	168,815	190,609	25,432
Restricted cash and cash equivalents, end of period	217,453	209,269	166,993
Cash and cash equivalents included in advertising fund assets, restricted, end of period	<u>115,872</u>	<u>84,040</u>	<u>44,988</u>
	<u>\$ 502,140</u>	<u>\$ 483,918</u>	<u>\$ 237,413</u>

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

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) Description of Business and Summary of Significant Accounting Policies

Description of Business

Domino's Pizza LLC ("DPLLC"), a Michigan limited liability company, is a wholly-owned subsidiary of Domino's, Inc. ("Domino's"). Domino's is the wholly-owned subsidiary of Domino's Pizza, Inc. (the "Parent"). DPLLC and its wholly-owned subsidiaries (collectively, the "Company") are primarily engaged in the following business activities: (i) retail sales of food through Company-owned Domino's Pizza stores; (ii) sales of food, equipment and supplies to Company-owned and franchised Domino's Pizza stores through Company-owned supply chain centers; (iii) receipt of royalties, advertising contributions and fees from U.S. Domino's Pizza franchisees; and (iv) receipt of royalties and fees from international Domino's Pizza franchisees.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of DPLLC and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Fiscal Year

The Company's fiscal year ends on the Sunday closest to December 31. The 2020 fiscal year ended on January 3, 2021, the 2019 fiscal year ended on December 29, 2019 and the 2018 fiscal year ended on December 30, 2018. The 2020 fiscal year consisted of fifty-three weeks, and the 2019 and 2018 fiscal years each consisted of fifty-two weeks.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less at the date of purchase. These investments are carried at cost, which approximates fair value.

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents at January 3, 2021 included approximately \$177.1 million of restricted cash and cash equivalents held for future principal and interest payments and other working capital requirements of the Company's asset-backed securitization structure, \$39.6 million of restricted cash equivalents held in a three-month interest reserve as required by the related debt agreements and \$0.8 million of other restricted cash. As of January 3, 2021, the Company also held \$115.9 million of advertising fund restricted cash and cash equivalents, which can only be used for activities that promote the Domino's Pizza® brand.

Restricted cash and cash equivalents at December 29, 2019 included \$157.4 million of restricted cash and cash equivalents held for future principal and interest payments and other working capital requirements of the Company's asset-backed securitization structure, \$48.7 million of restricted cash equivalents held in a three-month interest reserve as required by the related debt agreements and \$3.2 million of other restricted cash. As of December 29, 2019, the Company also held \$84.0 million of advertising fund restricted cash and cash equivalents, which can only be used for activities that promote the Domino's Pizza brand.

Allowances for Credit Losses

The Company closely monitors accounts and notes receivable balances and estimates the allowance for credit losses. These estimates are based on historical collection experience and other factors, including those related to current market conditions and events. The Company's allowances for accounts and notes receivable have not historically been material.

The Company also monitors its off-balance sheet exposures under its letters of credit (Note 3), lease guarantees (Note 4) and surety bonds. Total conditional commitments under surety bonds were \$11.0 million as of January 3, 2021 and \$7.6 million as of December 29, 2019. None of these arrangements has had or is likely to have a material effect on the Company's results of operations, financial condition, revenues, expenses or liquidity.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Inventories

Inventories are valued at the lower of cost (on a first-in, first-out basis) or net realizable value. Inventories at January 3, 2021 and December 29, 2019 were comprised of the following (in thousands):

	2020	2019
Food	\$ 57,116	\$ 49,304
Equipment and supplies	9,567	3,651
Inventories	\$ 66,683	\$ 52,955

Other Assets

Current and long-term other assets primarily include prepaid expenses such as insurance, taxes, deposits, notes receivable, software licenses, implementation costs for software as a service arrangements, equity investments without readily determinable fair values, covenants not-to-compete and other intangible assets primarily arising from franchise acquisitions. Other long-term assets included an amortizable intangible asset associated with the acquisition of three U.S. franchise stores during 2019 (Note 10). This intangible asset had a net carrying value, inclusive of accumulated amortization, of \$0.9 million and \$1.3 million as of January 3, 2021 and December 29, 2019, respectively.

Property, Plant and Equipment

Additions to property, plant and equipment are recorded at cost. Repair and maintenance costs are expensed as incurred. Depreciation and amortization expense are provided using the straight-line method over the estimated useful lives of the related assets. Estimated useful lives are generally as follows (in years):

Buildings	20
Leasehold and other improvements	7 – 15
Equipment	3 – 15

Depreciation and amortization expense on property, plant and equipment was approximately \$42.0 million, \$37.1 million and \$35.0 million in 2020, 2019 and 2018, respectively.

Impairments of Long-Lived Assets

The Company evaluates the potential impairment of long-lived assets at least annually based on various analyses including the projection of undiscounted cash flows and whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. For Company-owned stores, the Company performs this evaluation on an operating market basis, which the Company has determined to be the lowest level for which identifiable cash flows are largely independent of other cash flows. If the carrying amount of a long-lived asset exceeds the amount of the expected future undiscounted cash flows of that asset, the Company estimates the fair value of the assets. If the carrying amount of the asset exceeds the estimated fair value of the asset, an impairment loss is recognized, and the asset is written down to its estimated fair value. The Company did not record any impairment losses on long-lived assets in 2020, 2019 and 2018.

Investments in Marketable Securities

Investments in marketable securities consist of investments in various mutual funds made by eligible individuals as part of the Company's deferred compensation plan (Note 7). These investments are stated at aggregate fair value, are restricted and have been placed in a rabbi trust whereby the amounts are irrevocably set aside to fund the Company's obligations under the deferred compensation plan. The Company classifies and accounts for these investments in marketable securities as trading securities.

Goodwill

The Company's goodwill amounts primarily relate to franchise store acquisitions and are not amortized. The Company performs its required impairment tests in the fourth quarter of each fiscal year and did not recognize any goodwill impairment charges in 2020, 2019 and 2018.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Equity investments without readily determinable fair values

Equity investments without readily determinable fair values are recorded at cost with adjustments for observable changes in prices resulting from orderly transactions for the identical or a similar investment of the same issuer or impairments and are classified as long-term other assets in the Company's consolidated balance sheet. Any adjustments to the carrying amount are recognized in other income (expense), net in the Company's consolidated statements of income.

The Company evaluates the potential impairment of its investments based on various analyses including financial results and operating trends, implied values from recent similar transactions and other relevant available information. If the carrying amount of the investment exceeds the estimated fair value of the investment, an impairment loss is recognized, and the investment is written down to its estimated fair value.

Capitalized Software

Capitalized software is recorded at cost and includes purchased, internally-developed and externally-developed software used in the Company's operations. Amortization expense is provided using the straight-line method over the estimated useful lives of the software, which range from one to seven years. Capitalized software amortization expense was approximately \$23.0 million, \$22.8 million and \$18.7 million in 2020, 2019 and 2018, respectively. As of January 3, 2021, scheduled amortization for capitalized software that has been placed in service is approximately \$20.5 million in 2021, \$12.6 million in 2022, \$4.3 million in 2023, \$0.8 million in 2024, \$0.5 million in 2025 and \$0.2 million thereafter. As of January 3, 2021, the Company also had \$42.4 million of capitalized software that had not yet been placed in service.

Debt Issuance Costs

Debt issuance costs are recorded as a reduction to the Company's debt balance and primarily include the expenses incurred by the Company as part of the 2019, 2018, 2017 and 2015 Recapitalizations. See Note 3 for a description of the 2019, 2018, 2017 and 2015 Recapitalizations. Amortization is recorded on a straight-line basis (which is materially consistent with the effective interest method) over the expected terms of the respective debt instrument to which the costs relate and is included in interest expense.

In connection with the 2019, 2018, 2017 and 2015 Recapitalizations, the Company recorded \$8.1 million, \$8.2 million, \$16.8 million and \$17.4 million of debt issuance costs, respectively. In connection with the 2018 Recapitalization, the Company repaid the 2015 Five-Year Fixed Rate Notes and expensed approximately \$3.2 million for the remaining unamortized debt issuance costs associated with these notes.

Debt issuance cost expense was approximately \$5.5 million, \$4.7 million and \$8.0 million in 2020, 2019 and 2018, respectively.

Insurance Reserves

The Company has retention programs for workers' compensation, general liability and owned and non-owned automobile liabilities for certain periods prior to December 1998 and for periods after December 2001. The Company is generally responsible for up to \$2.0 million per occurrence under these retention programs for workers' compensation and general liability exposures. The Company is also generally responsible for between \$500,000 and \$5.5 million per occurrence under these retention programs for owned and non-owned automobile liabilities depending on the year. Total insurance limits under these retention programs vary depending on the year covered and range up to \$110.0 million per occurrence for general liability and owned and non-owned automobile liabilities and up to the applicable statutory limits for workers' compensation.

Insurance reserves relating to our retention programs are based on undiscounted actuarial estimates. These estimates are based on historical information and on certain assumptions about future events. Changes in assumptions for such factors as medical costs and legal actions, as well as changes in actual experience, could cause these estimates to change in the near term. The Company generally receives estimates of outstanding insurance exposures from its independent actuary twice per year and differences between these estimated actuarial exposures and the Company's recorded amounts are adjusted as appropriate. The Company had reserves for these programs of \$54.6 million and \$50.3 million as of January 3, 2021 and December 29, 2019, respectively.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



In addition, the Company maintains reserves for its share of employee health costs as part of the health care benefits offered to its employees. Reserves are based on estimated claims incurred that have not yet been paid, based on historical claims and payment lag times.

Contract Liabilities

Contract liabilities consist primarily of deferred franchise fees and deferred development fees. Deferred franchise fees and deferred development fees of \$4.1 million and \$4.2 million were included in current other accrued liabilities as of January 3, 2021 and December 29, 2019, respectively. Deferred franchise fees and deferred development fees of \$15.0 million and \$16.3 million were included in long-term other accrued liabilities as of January 3, 2021 and December 29, 2019, respectively.

Changes in deferred franchise fees and deferred development fees in 2020 and 2019 were as follows (in thousands):

	Fiscal Year Ended	
	January 3, 2021	December 29, 2019
Deferred franchise fees and deferred development fees at beginning of period	\$ 20,463	\$ 19,900
Revenue recognized during the period	(6,205)	(5,695)
New deferrals due to cash received and other	4,832	6,258
Deferred franchise fees and deferred development fees at end of period	\$ 19,090	\$ 20,463

The Company expects to recognize revenue of \$4.1 million in 2021, \$3.0 million in 2022, \$2.7 million in 2023, \$2.4 million in 2024, \$2.0 million in 2025 and \$4.9 million thereafter associated with the total deferred franchise fee and deferred development fee amount above.

The Company has applied the sales-based royalty exemption which permits exclusion of variable consideration in the form of sales-based royalties from the disclosure of remaining performance obligations.

Other Accrued Liabilities

Current and long-term other accrued liabilities primarily include accruals for income, sales, property and other taxes, legal reserves, store operating expenses, dividends payable to the Parent and deferred compensation liabilities.

Foreign Currency Translation

The Company's foreign entities use their local currency as the functional currency. For these entities, the Company translates net assets into U.S. dollars at year end exchange rates, while income and expense accounts are translated at average annual exchange rates. Currency translation adjustments are included in accumulated other comprehensive income (loss) and foreign currency transaction gains and losses are included in determining net income.

Revenue Recognition

U.S. Company-owned stores revenues are comprised of retail sales of food through Company-owned Domino's Pizza stores located in the U.S. and are recognized when the items are delivered to or carried out by customers. Customer payments are generally due at the time of sale. Sales taxes related to these sales are collected from customers and remitted to the appropriate taxing authority and are not reflected in the Company's consolidated statements of income as revenue.

U.S. franchise royalties and fees are primarily comprised of royalties and fees from Domino's Pizza franchisees with operations in the U.S. Each franchisee is generally required to pay a 5.5% royalty fee on sales. In certain instances, the Company will collect lower rates based on area development agreements, sales initiatives, store relocation incentives and new store incentives. Royalty revenues are based on a percentage of franchise retail sales and are recognized when the items are delivered to or carried out by franchisees' customers. U.S. franchise fee revenue primarily relates to per-transaction technology fees that are recognized as the related sales occur. Payments for U.S. royalties and fees are generally due within seven days of the prior week end date.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Supply chain revenues are primarily comprised of sales of food, equipment and supplies to franchised Domino's Pizza stores located in the U.S. and Canada. Revenues from the sale of food are recognized upon delivery of the food to franchisees and payments for food purchases are generally due within 30 days of the shipping date. Revenues from the sale of equipment and supplies are recognized upon delivery or shipment of the related products to franchisees, based on shipping terms, and payments for equipment and supplies are generally due within 90 days of the shipping date. The Company also offers profit sharing rebates and volume discounts to its franchisees. Obligations for profit sharing rebates are calculated based on actual results of its supply chain centers and are recognized as a reduction to revenue. Volume discounts are based on annual sales. The Company estimates the amount that will be earned and records a reduction to revenue.

International franchise royalties and fees are primarily comprised of royalties and fees from Domino's Pizza franchisees outside of the U.S. Royalty revenues are recognized when the items are delivered to or carried out by franchisees' customers. Store opening fees received from international franchisees are recognized as revenue on a straight-line basis over the term of each respective franchise store agreement, which is typically ten years. Development fees received from international master franchisees are also deferred when amounts are received and are recognized as revenue on a straight-line basis over the term of the respective master franchise agreement, which is typically ten years. International franchise fee revenue primarily relates to per-transaction technology fees that are recognized as the related sales occur. International franchise royalties and fees are invoiced at least quarterly and payments are generally due within 60 days.

U.S. franchise advertising revenues are comprised of contributions from Domino's Pizza franchisees with operations in the U.S. to the Domino's National Advertising Fund Inc. ("DNAF"), the Company's consolidated not-for-profit subsidiary that administers the Domino's Pizza system's national and market level advertising activities in the U.S. Each franchisee is generally required to contribute 6% of their retail sales to fund national marketing and advertising campaigns (subject, in certain instances, to lower rates based on certain incentives and waivers). These revenues are recognized when items are delivered to or carried out by franchisees' customers. Payments for U.S. franchise advertising revenues are generally due within seven days of the prior week end date. Although these revenues are restricted to be used only for advertising and promotional activities to benefit franchised stores, the Company has determined there are not performance obligations associated with the franchise advertising contributions received by DNAF that are separate from its U.S. royalty payment stream and as a result, these franchise contributions and the related expenses are presented gross in the Company's consolidated statements of income.

Disaggregation of Revenue

Current accounting standards require that companies disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. The Company has included its revenues disaggregated in its consolidated statements of income to satisfy this requirement.

Supply Chain Profit-Sharing Arrangements

The Company enters into profit-sharing arrangements with U.S. and Canadian stores that purchase all of their food from the Company's supply chain centers. These profit-sharing arrangements generally offer Company-owned stores and participating franchisees with 50% (or a higher percentage in the case of Company-owned stores and certain franchisees who operate a larger number of stores) of the pre-tax profit from the Company's supply chain center operations. Profit-sharing obligations are recorded as a revenue reduction in supply chain in the same period as the related revenues and costs are recorded, and were \$169.0 million, \$143.5 million and \$132.7 million in 2020, 2019 and 2018, respectively.

Advertising

U.S. stores are generally required to contribute 6% of sales to DNAF. U.S. franchise advertising costs are accrued and expensed when the related U.S. franchise advertising revenues are recognized, as DNAF is obligated to expend such revenues on advertising. U.S. franchise advertising costs expended by DNAF are included in U.S. franchise advertising expenses in the Company's consolidated statements of income. Advertising costs funded by Company-owned stores are generally expensed as incurred and are included in general and administrative expense. Contributions from Company-owned stores that have not yet been expended are included in advertising fund assets, restricted on the Company's consolidated balance sheet.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Advertising expense included \$462.2 million, \$390.8 million and \$358.5 million of U.S. franchise advertising expense in 2020, 2019 and 2018, respectively. Advertising expense also included \$35.7 million, \$37.6 million and \$43.4 million in 2020, 2019 and 2018, respectively, primarily related to advertising costs funded by U.S. Company-owned stores which is included in general and administrative expense in the consolidated statements of income.

As of January 3, 2021, advertising fund assets, restricted of \$147.7 million consisted of \$115.9 million of cash and cash equivalents, \$27.0 million of accounts receivable and \$4.8 million of prepaid expenses. As of January 3, 2021, advertising fund cash and cash equivalents included \$6.5 million of cash contributed from U.S. Company-owned stores that had not yet been expended.

As of December 29, 2019, advertising fund assets, restricted of \$105.4 million consisted of \$84.0 million of cash and cash equivalents, \$15.3 million of accounts receivable and \$6.1 million of prepaid expenses. As of December 29, 2019, advertising fund cash and cash equivalents included \$3.5 million of cash contributed from U.S. Company-owned stores that had not yet been expended.

Leases

The Company leases certain retail store and supply chain center locations, supply chain vehicles, equipment and its corporate headquarters. The Company determines whether an arrangement is or contains a lease at contract inception. The majority of the Company's leases are classified as operating leases, which are included in operating lease right-of-use assets and operating lease liabilities in the Company's consolidated balance sheet. Finance leases are included in property, plant and equipment, current portion of long-term debt and long-term debt on the Company's consolidated balance sheet.

Right-of-use assets and lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at the commencement date for leases exceeding 12 months. Minimum lease payments include only the fixed lease component of the agreement, as well as any variable rate payments that depend on an index, initially measured using the index at the lease commencement date. Lease terms may include options to renew when it is reasonably certain that the Company will exercise that option.

The Company estimates its incremental borrowing rate for each lease using a portfolio approach based on the respective weighted average term of the agreements. This estimation considers the market rates of the Company's outstanding collateralized borrowings and interpolations of rates outside of the terms of the outstanding borrowings, including comparisons to comparable borrowings of similarly rated companies with longer term borrowings.

Operating lease expense is recognized on a straight-line basis over the lease term and is included in cost of sales or general and administrative expense. Amortization expense for finance leases is recognized on a straight-line basis over the lease term and is included in cost of sales or general and administrative expense. Interest expense for finance leases is recognized using the effective interest method. Variable lease payments that do not depend on a rate or index, payments associated with non-lease components and short-term rentals (leases with terms less than 12 months) are expensed as incurred.

Contributions

During the normal course of business, the Company receives contributions from the Parent related to the proceeds received from the issuance of shares of the Parent's common stock and from the exercise of Parent stock options.

Distributions

During the normal course of business, the Company makes discretionary distributions to Domino's and the Parent allowing for the payment of certain taxes, declaration and payment of dividends and repurchases of shares of the Parent's common stock.

Parent Stock Options and Other Parent Equity-Based Compensation Arrangements

The cost of all of the Company's stock options, as well as other equity-based compensation arrangements, is reflected in the financial statements based on the estimated fair value of the awards (Note 9).

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Supplemental Disclosures of Cash Flow Information

The Company paid interest of approximately \$160.6 million, \$142.3 million and \$132.8 million during 2020, 2019 and 2018, respectively, on its Notes (Note 3). Cash paid for income taxes was approximately \$60.4 million, \$80.3 million and \$71.7 million in 2020, 2019 and 2018.

The Company had \$4.3 million, \$6.9 million and \$3.8 million of non-cash investing activities related to accruals for capital expenditures at January 3, 2021, December 29, 2019 and December 30, 2018, respectively. The Company also had \$0.7 million of non-cash investing activities related to lease incentives in 2020.

New Accounting Pronouncements

Recently Adopted Accounting Standards

Accounting Standards Update ("ASU") 2016-13, Financial Instruments – Credit Losses (Topic 326)

In June 2016, the Financial Accounting Standards Board ("FASB") issued *ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASC 326"). ASC 326 requires companies to measure credit losses utilizing a methodology that reflects expected credit losses and requires a consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The Company adopted this standard as of December 30, 2019, the first day of its 2020 fiscal year, using the modified retrospective approach and it did not have a material impact on its consolidated financial statements.

The effects of the changes made to the Company's consolidated balance sheet as of December 30, 2019 for the adoption of ASC 326 were as follows:

	Balance at December 29, 2019	Adjustments Due to ASC 326	Balance at December 30, 2019
Assets			
Current assets:			
Accounts receivable, net	\$ 210,260	\$ 1,435	\$ 211,695
Prepaid expenses and other	19,129	4	19,133
Other assets:			
Other assets	12,521	27	12,548
Deferred income taxes	10,073	(364)	9,709
Liabilities and stockholders' deficit			
Stockholders' deficit:			
Retained deficit	(3,412,649)	1,102	(3,411,547)

The Company recognized the cumulative effect of initially applying ASC 326 as an adjustment to the opening balance of retained deficit. The comparative information has not been restated and continues to be reported under the accounting standards in effect for that period. An adjustment to beginning retained deficit and a corresponding adjustment to the allowance for doubtful accounts and notes receivable of approximately \$1.5 million was recorded on the date of adoption, representing the remeasurement of these accounts to the Company's estimate for current expected credit losses. The adjustment to beginning retained deficit was also net of a \$0.4 million adjustment to deferred income taxes.

ASU 2016-02, Leases (Topic 842)

In February 2016, the FASB issued ASU 2016-02, *Leases* ("ASC 842") which requires a lessee to recognize assets and liabilities on the balance sheet for leases with lease terms greater than 12 months. On December 31, 2018, the first day of its fiscal 2019 year, the Company adopted ASC 842 using the modified retrospective method. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



The adoption of ASC 842 had a material impact on the Company's assets and liabilities due to the recognition of operating lease right-of-use assets and lease liabilities on its consolidated balance sheet. The Company elected the optional transition package, including practical expedients that permitted it not to reassess whether any expired or existing contracts are or contain leases, the classification of any expired or existing leases and initial direct costs of any existing leases, and accordingly, the adoption of ASC 842 did not have a material effect on the Company's consolidated statement of income and consolidated statement of cash flows. Refer to Note 4 for additional disclosure related to the Company's lease arrangements.

On December 31, 2018, the Company recorded an adjustment of \$226.8 million for operating lease right-of-use assets and liabilities. The operating lease right-of-use assets recorded on the date of adoption were also net of a \$7.9 million reclassification of other accrued liabilities and prepaid expenses representing previously deferred (prepaid) rent and lease incentives. The Company also derecognized \$1.9 million of construction in progress and other long-term accrued liabilities associated with a new building that was completed and leased to the Company in the third quarter of 2019. During the construction phase, this lease was previously accounted for as a build-to-suit arrangement under prior lease accounting guidance.

ASU 2014-09, Revenue from Contracts with Customers (Topic 606)

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* and has since issued various amendments which provide additional clarification and implementation guidance. This standard has been codified as ASC 606. This guidance outlines a single, comprehensive model for entities to use in accounting for revenue arising from contracts with customers and superseded most revenue recognition guidance issued by the FASB, including industry specific guidance. On January 1, 2018, the Company adopted ASC 606 using the modified retrospective method.

The Company recognized the cumulative effect of initially applying ASC 606 as an adjustment to the opening balance of retained deficit. The comparative information has not been restated and continues to be reported under the accounting standards in effect for that period.

The Company has determined that the store opening fees received from international franchisees do not relate to separate and distinct performance obligations from the franchise right and those upfront fees will therefore be recognized as revenue over the term of each respective franchise store agreement, which is typically 10 years. In the past, the Company recognized such fees as revenue when the related store opened. An adjustment to beginning retained deficit and a corresponding contract liability of approximately \$15.0 million (of which \$2.4 million was current and \$12.6 million was long-term) was established on the date of adoption associated with the fees received through December 31, 2017 that would have been deferred and recognized over the term of each respective franchise store agreement if the new guidance had been applied in the past. A deferred tax asset of \$3.5 million related to this contract liability was also established on the date of adoption.

The Company has also determined that ASC 606 requires a gross presentation on the consolidated statement of income for franchisee contributions received by and related expenses of DNAF, the Company's consolidated not-for-profit subsidiary. DNAF exists solely for the purpose of promoting the Domino's Pizza brand in the U.S. Under prior accounting guidance, the Company had presented the restricted assets and liabilities of DNAF in its consolidated balance sheets and had determined that it acted as an agent for accounting purposes with regard to franchisee contributions and disbursements. As a result, the Company historically presented the activities of DNAF net in its consolidated statements of income and consolidated statements of cash flows.

Under the requirements of ASC 606, the Company determined that there are not performance obligations associated with the franchise advertising contributions received by DNAF that are separate from the Company's U.S. royalty payment stream and as a result, these franchise contributions and the related expenses are presented gross in the Company's consolidated statement of income and consolidated statement of cash flows. While this change materially impacted the gross amount of reported franchise revenues and expenses, the impact is generally expected to be an offsetting increase to both revenues and expenses such that the impact on income from operations and net income is not expected to be material. An adjustment to beginning retained deficit and advertising fund liabilities of approximately \$6.4 million related to the timing of advertising expense recognition was recorded on the date of adoption. A deferred tax liability of approximately \$1.6 million related to this adjustment was also established on the date of adoption.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



ASU 2018-02, Income Statement – Reporting Comprehensive Income (Topic 220)

In February 2018, the FASB issued ASU 2018-02, *Income Statement – Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income* (“ASU 2018-02”). The amendments in this updated standard allow a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017. The Company adopted ASU 2018-02 in 2018 and, as a result, recorded a \$0.4 million reclassification from accumulated other comprehensive loss to the beginning balance of retained deficit in 2018.

Accounting Standards Not Yet Adopted

The Company has considered all new accounting pronouncements issued by the FASB. The following represent accounting pronouncements that are applicable to the Company, but for which the Company has not yet completed its assessment or has not yet adopted as of January 3, 2021.

ASU 2019-12, Income Taxes – Simplifying the Accounting for Income Taxes (Topic 740)

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* (“ASU 2019-12”), which simplifies the accounting for income taxes. ASU 2019-12 is effective for fiscal years beginning after December 15, 2020, including applicable interim periods. The Company will adopt this accounting standard in the first quarter of 2021 and does not expect that it will have a material impact on its consolidated financial statements.

ASU 2020-04, Facilitation of the Effects of Reference Rate Reform on Financial Reporting (Topic 848)

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* (“ASU 2020-04”), which provides temporary optional expedients and exceptions for applying generally accepted accounting principles to contracts, hedging relationships and other transactions affected by reference rate reform. The Company’s floating rate notes and variable funding notes bear interest at fluctuating interest rates based on LIBOR. If LIBOR ceases to exist, the Company may need to renegotiate its loan documents and the Company cannot predict what alternative index would be negotiated with its lenders. ASU 2020-04 is currently effective and upon adoption may be applied prospectively to contract modifications made on or before December 31, 2022. The Company is currently assessing the impact of adopting this standard but does not expect the adoption of this guidance to have a material impact on its consolidated financial statements.

Use of Estimates

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

Subsequent Events

The Company evaluated subsequent events occurring after January 3, 2021 through the date the financial statements were available to be issued on March 19, 2021.

On February 24, 2021, the Parent’s Board of Directors declared a quarterly dividend of \$0.94 per common share payable on March 30, 2021 to shareholders of record at the close of business on March 15, 2021. Refer also to Note 8 for purchases of investments in the first quarter of fiscal 2021. There were no additional subsequent events that required recognition or disclosure.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



(2) Fair Value Measurements

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The fair values of the Company's cash equivalents and investments in marketable securities are based on quoted prices in active markets for identical assets. The fair value of the Company's Level 3 investment (Note 8) is not readily determinable. The fair value represents its cost with adjustments for observable changes in prices resulting from orderly transactions for the identical or a similar investment of the same issuer or impairments. The following table summarizes the carrying amounts and fair values of certain assets at January 3, 2021 (in thousands):

	At January 3, 2021			
	Carrying Amount	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	\$ 151,502	\$ 151,502	\$ —	\$ —
Restricted cash equivalents	126,595	126,595	—	—
Investments in marketable securities	13,251	13,251	—	—
Advertising fund cash equivalents, restricted	104,197	104,197	—	—
Investments (Note 8)	40,000	—	—	40,000

The following table summarizes the carrying amounts and fair values of certain assets at December 29, 2019 (in thousands):

	At December 29, 2019			
	Carrying Amount	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Cash equivalents	\$ 180,459	\$ 180,459	\$ —	\$ —
Restricted cash equivalents	126,963	126,963	—	—
Investments in marketable securities	11,982	11,982	—	—
Advertising fund cash equivalents, restricted	67,851	67,851	—	—

(3) Recapitalizations and Financing Arrangements

2019 Recapitalization

On November 19, 2019, the Company completed a recapitalization (the "2019 Recapitalization") in which certain of the Company's subsidiaries issued \$675.0 million Series 2019-1 3.668% Fixed Rate Senior Secured Notes, Class A-2 with an anticipated term of 10 years (the "2019 Fixed Rate Notes") pursuant to an asset-backed securitization. The Company also entered into a revolving financing facility on the Closing Date, which allows for the issuance of up to \$200.0 million Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the "2019 Variable Funding Notes") and certain other credit instruments, including letters of credit. The 2019 Fixed Rate Notes and the 2019 Variable Funding Notes are referred to collectively as the "2019 Notes." Gross proceeds from the issuance of the 2019 Notes were \$675.0 million.

The proceeds from the 2019 Recapitalization were used to pre-fund a portion of the principal and interest payable on the 2019 Notes, pay transaction fees and expenses and repurchase and retire shares of the Parent's common stock. Additionally, in connection with the 2019 Recapitalization, the Company capitalized \$8.1 million of debt issuance costs, which are being amortized into interest expense over the expected term of the 2019 Fixed Rate Notes.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



2018 Recapitalization

On April 24, 2018, the Company completed a recapitalization (the “2018 Recapitalization”) in which certain of the Company’s subsidiaries issued notes pursuant to an asset-backed securitization. The notes consist of \$425.0 million Series 2018-1 4.116% Fixed Rate Senior Secured Notes, Class A-2-I with an anticipated term of 7.5 years (the “2018 7.5-Year Fixed Rate Notes”), and \$400.0 million Series 2018-1 4.328% Fixed Rate Senior Secured Notes, Class A-2-II with an anticipated term of 9.25 years (the “2018 9.25-Year Fixed Rate Notes” and, collectively with the 2018 7.5-Year Fixed Rate Notes, the “2018 Notes”). Gross proceeds from the issuance of the 2018 Notes were \$825.0 million.

The proceeds from the 2018 Recapitalization were used to repay the remaining \$490.1 million in outstanding principal and interest under the Company’s 2015 Five-Year Fixed Rate Notes, pre-fund a portion of the principal and interest payable on the 2018 Notes, pay transaction fees and expenses and repurchase and retire shares of the Parent’s common stock. In connection with the repayment of the 2015 Five-Year Fixed Rate notes, the Company expensed approximately \$3.2 million for the remaining unamortized debt issuance costs associated with these notes. Additionally, in connection with the 2018 Recapitalization, the Company capitalized \$8.2 million of debt issuance costs, which are being amortized into interest expense over the expected terms of the 2018 Notes.

2017 Recapitalization

On July 24, 2017, the Company completed a recapitalization (the “2017 Recapitalization”) in which certain of the Company’s subsidiaries issued notes pursuant to an asset-backed securitization. The notes consist of \$300.0 million Series 2017-1 Floating Rate Senior Secured Notes, Class A-2-I with an anticipated term of five years (the “2017 Floating Rate Notes”), \$600.0 million Series 2017-1 3.082% Fixed Rate Senior Secured Notes, Class A-2-II with an anticipated term of five years (the “2017 Five-Year Fixed Rate Notes”) and \$1.0 billion Series 2017-1 4.118% Fixed Rate Senior Secured Notes, Class A-2-III with an anticipated term of ten years (the “2017 Ten-Year Fixed Rate Notes” and, collectively with the 2017 Floating Rate Notes and the 2017 Five-Year Fixed Rate Notes, the “2017 Notes”). The interest rate on the 2017 Floating Rate Notes is payable at a rate equal to LIBOR plus 125 basis points. Gross proceeds from the issuance of the 2017 Notes were \$1.9 billion.

2015 Recapitalization

On October 21, 2015, the Company completed a recapitalization transaction (the “2015 Recapitalization”) in which certain of the Company’s subsidiaries issued notes pursuant to an asset-backed securitization. The notes consisted of \$500.0 million Series 2015-1 3.484% Fixed Rate Senior Secured Notes, Class A-2-I (the “2015 Five-Year Fixed Rate Notes”) and \$800.0 million Series 2015-1 4.474% Fixed Rate Senior Secured Notes, Class A-2-II (the “2015 Ten-Year Fixed Rate Notes” and, together with the 2015 Five-Year Fixed Rate Notes, the “2015 Notes”). Gross proceeds from the issuance of the 2015 Notes were \$1.3 billion.

The 2019 Notes, 2018 Notes, 2017 Notes and 2015 Notes are collectively referred to as the “Notes.”

2019 Notes

The 2019 Fixed Rate Notes have original remaining scheduled principal payments of \$6.8 million in each of 2021 through 2028 and \$614.3 million in 2029. During 2020, the Company made principal payments of approximately \$6.8 million on the 2019 Fixed Rate Notes. As noted below with respect to guarantees and covenants of the notes, as of the fourth quarter of 2020, the Company had a leverage ratio of less than 5.0x, and accordingly, did not make the previously scheduled debt amortization payment beginning in the first quarter of 2021.

The legal final maturity date of the 2019 Fixed Rate Notes is October 2049, but it is anticipated that, unless earlier prepaid to the extent permitted under the related debt agreements, the 2019 Fixed Rate Notes will be repaid on or prior to the anticipated repayment date occurring in October 2029. If the Company has not repaid or refinanced the 2019 Fixed Rate Notes prior to the applicable anticipated repayment dates, additional interest of at least 5% per annum will accrue, as defined in the related agreements.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



The 2019 Variable Funding Notes allow for advances of up to \$200.0 million and issuance of certain other credit instruments, including letters of credit. The letters of credit are primarily related to our casualty insurance programs and certain supply chain center leases. Interest on the 2019 Variable Funding Notes is payable at a per year rate equal to LIBOR plus 150 basis points. The 2019 Variable Funding Notes were undrawn at closing. The unused portion of the 2019 Variable Funding Notes is subject to a commitment fee ranging from 50 to 100 basis points depending on utilization. It is anticipated that any amounts outstanding on the 2019 Variable Funding Notes will be repaid in full on or prior to October 2024, subject to two additional one-year extensions at the option of the Company, subject to certain conditions. Following the anticipated repayment date (and any extensions thereof), additional interest will accrue on the 2019 Variable Funding Notes equal to 5% per annum.

The Company borrowed and repaid \$158.0 million under the 2019 Variable Funding Notes in 2020. As of January 3, 2021, the Company had no outstanding borrowings and \$157.5 million of available borrowing capacity under its 2019 Variable Funding Notes, net of letters of credit issued of \$42.5 million.

2018 Notes

The 2018 Notes have original remaining scheduled principal payments of \$8.3 million in each of 2021 through 2024, \$402.4 million in 2025, \$4.0 million in 2026 and \$367.0 million in 2027. During 2020, the Company made principal payments of approximately \$8.3 million on the 2018 Notes. As noted below with respect to guarantees and covenants of the notes, as of the fourth quarter of 2020, the Company had a leverage ratio of less than 5.0x, and accordingly, did not make the previously scheduled debt amortization payment beginning in the first quarter of 2021.

The legal final maturity date of the 2018 Notes is July 2048, but it is anticipated that, unless earlier prepaid to the extent permitted under the related debt agreements, the 2018 7.5-Year Fixed Rate Notes will be repaid on or prior to the anticipated repayment date occurring in October 2025, and the 2018 9.25-Year Fixed Rate Notes will be repaid on or prior to the anticipated repayment date occurring in July 2027. If the Company has not repaid or refinanced the 2018 Notes prior to the applicable anticipated repayment dates, additional interest of at least 5% per annum will accrue, as defined in the related agreements.

2017 Notes

The 2017 Notes have original remaining scheduled principal payments of \$19.0 million in 2021, \$874.0 million in 2022, \$10.0 million in each of 2023 through 2026, and \$910.0 million in 2027. During 2020, the Company made principal payments of approximately \$19.0 million on the 2017 Notes. As noted below with respect to guarantees and covenants of the notes, as of the fourth quarter of 2020, the Company had a leverage ratio of less than 5.0x, and accordingly, did not make the previously scheduled debt amortization payment beginning in the first quarter of 2021.

The legal final maturity date of the 2017 Notes is October 2047, but it is anticipated that, unless earlier prepaid to the extent permitted under the related debt agreements, the 2017 Floating Rate Notes and 2017 Five-Year Fixed Rate Notes will be repaid on or prior to the anticipated repayment date occurring in July 2022, and the 2017 Ten-Year Fixed Rate Notes will be repaid on or prior to the anticipated repayment date occurring in July 2027. If the Company has not repaid or refinanced the 2017 Notes prior to the applicable anticipated repayment dates, additional interest of at least 5% per annum will accrue, as defined in the related agreements.

2015 Notes

The 2015 Five-Year Fixed Rate Notes were repaid in connection with the 2018 Recapitalization. The 2015 Ten-Year Fixed Rate Notes have original remaining scheduled principal payments of \$8.0 million in 2021 through 2024 and \$734.0 million in 2025. During 2020, the Company made principal payments of approximately \$8.0 million on the 2015 Ten-Year Fixed Rate Notes. As noted below with respect to guarantees and covenants of the notes, as of the fourth quarter of 2020, the Company had a leverage ratio of less than 5.0x, and accordingly, did not make the previously scheduled debt amortization payment beginning in the first quarter of 2021.

The legal final maturity date of the 2015 Ten-Year Fixed Rate Notes is in October 2045, but it is anticipated that, unless earlier prepaid to the extent permitted under the related debt agreements, the 2015 Ten-Year Fixed Rate Notes will be repaid on or prior to the anticipated repayment date occurring in October 2025. If the Company has not repaid or refinanced the 2015 Ten-Year Fixed Rate Notes prior to the applicable anticipated repayment date, additional interest will accrue of at least 5% per annum, as defined in the related agreements.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Debt Issuance Costs and Transaction-Related Expenses

During 2019 and in connection with the 2019 Recapitalization, the Company incurred \$0.5 million of net pre-tax 2019 Recapitalization-related general and administrative expenses, including legal and professional fees. In connection with the 2019 Recapitalization, the Company recorded \$8.1 million of debt issuance costs, which are being amortized into interest expense over the ten-year expected term of the 2019 Fixed Rate Notes.

During 2018 and in connection with the 2018 Recapitalization, the Company incurred approximately \$3.8 million of net pre-tax expenses, primarily related to \$3.2 million in expense related to the write-off of debt issuance costs associated with the repayment of the 2015 Five-Year Fixed Rate Notes. The Company also incurred approximately \$0.1 million of interest expense on the 2015 Five-Year Fixed Rate Notes subsequent to the closing of the 2018 Recapitalization but prior to the repayment of the 2015 Five-Year Fixed Rate Notes, resulting in the payment of interest on both the full amount of the 2015 Five-Year Fixed Rate Notes and 2018 Notes for a short period of time. Further, the Company incurred \$0.5 million of other net 2018 Recapitalization-related general and administrative expenses, including legal and professional fees. In connection with the 2018 Recapitalization, the Company recorded \$8.2 million of debt issuance costs, which are being amortized into interest expense over the 7.5 and 9.25-year expected terms of the 2018 Notes.

Guarantees and Covenants of the Notes

The Notes are guaranteed by certain subsidiaries of DPLLC and secured by a security interest in substantially all of the assets of the Company, including royalty and certain other income from all U.S. and international stores, U.S. supply chain income and intellectual property. The restrictions placed on the Company's subsidiaries require that the Company's principal and interest obligations have first priority and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly principal and interest amounts due. The amount of weekly cash flow that exceeds the required weekly principal and interest reserve is generally remitted to the Company in the form of a dividend. However, once the required obligations are satisfied, there are no further restrictions, including payment of dividends, on the cash flows of the subsidiaries.

The Notes are subject to certain financial and non-financial covenants, including a debt service coverage ratio calculation, as defined in the related agreements. The covenants, among other things, may limit the ability of certain of the Company's subsidiaries to declare dividends, make loans or advances or enter into transactions with affiliates. In the event that certain covenants are not met, the Notes may become partially or fully due and payable on an accelerated schedule. In addition, the Company may voluntarily prepay, in part or in full, the Notes at any time, subject to certain make-whole interest obligations.

While the Notes are outstanding, scheduled payments of principal and interest are required to be made on a quarterly basis. The payment of principal of the 2019 Fixed Rate Notes, 2018 Notes, the 2017 Notes and the 2015 Notes may be suspended if the leverage ratio for the Company is less than or equal to 5.0x total debt, as defined, to adjusted EBITDA, as defined. Scheduled principal payments will resume upon failure to satisfy the aforementioned leverage ratio on an ongoing basis and no catch-up provisions are applicable.

As of the fourth quarter of 2020, the Company had a leverage ratio of less than 5.0x, and accordingly, did not make the previously scheduled debt amortization payment beginning in the first quarter of 2021, and the Company does not intend to make any scheduled dept principal payments in 2021 while the leverage ratio is less than 5.0x. Accordingly, all principal amounts of the outstanding 2019 Fixed Rate Notes, 2018 Notes, the 2017 Notes and the 2015 Notes have been classified as long-term debt in the consolidated balance sheet as of January 3, 2021.

During the third quarter of 2019, the Company had a leverage ratio of less than 5.0x, and, in accordance with the Company's debt agreements, ceased debt amortization payments in the fourth quarter of 2019. Subsequent to the 2019 Recapitalization, the Company's leverage ratios exceeded the leverage ratio of 5.0x and, accordingly, the Company resumed making the scheduled amortization payments on the Notes in the first quarter of 2020.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Consolidated Long-Term Debt

At January 3, 2021 and December 29, 2019, consolidated long-term debt consisted of the following (in thousands):

	2020	2019
2015 Ten-Year Fixed Rate Notes	\$ 766,000	\$ 774,000
2017 Five-Year Fixed Rate Notes	582,000	588,000
2017 Ten-Year Fixed Rate Notes	970,000	980,000
2017 Five-Year Floating Rate Notes	291,000	294,000
2018 7.5-Year Fixed Rate Notes	415,438	419,688
2018 9.25-Year Fixed Rate Notes	391,000	395,000
2019 Ten-Year Fixed Rate Notes	668,250	675,000
Finance lease obligations	60,555	19,657
Debt issuance costs, net of accumulated amortization of \$18.4 million in 2020 and \$12.9 million in 2019	(25,370)	(30,896)
Total debt	4,118,873	4,114,449
Less – current portion	2,855	43,394
Consolidated long-term debt, net of debt issuance costs	<u>\$ 4,116,018</u>	<u>\$ 4,071,055</u>

At January 3, 2021, maturities of long-term debt and finance lease obligations are as follows (in thousands):

2021	\$ 2,855
2022	876,027
2023	2,937
2024	3,198
2025	1,184,512
Thereafter	2,074,714
	<u>\$ 4,144,243</u>

Fair Value Disclosures

Management estimated the approximate fair values of the 2019 Fixed Rate Notes, 2018 Notes, 2017 Notes and 2015 Notes as follows (in thousands):

	January 3, 2021		December 29, 2019	
	Principal Amount	Fair Value	Principal Amount	Fair Value
2015 Ten-Year Fixed Rate Notes	\$ 766,000	\$ 809,662	\$ 774,000	\$ 804,960
2017 Five-Year Fixed Rate Notes	582,000	582,582	588,000	588,588
2017 Ten-Year Fixed Rate Notes	970,000	1,035,960	980,000	1,017,240
2017 Five-Year Floating Rate Notes	291,000	291,000	294,000	294,000
2018 7.5-Year Fixed Rate Notes	415,438	437,456	419,688	431,439
2018 9.25-Year Fixed Rate Notes	391,000	422,280	395,000	414,355
2019 Ten-Year Fixed Rate Notes	668,250	712,355	675,000	675,675

The 2019 Fixed Rate Notes, 2018 Notes, 2017 Notes and 2015 Notes are classified as a Level 2 measurement, as the Company estimated the fair value amount by using available market information. The Company obtained broker quotes from two separate brokerage firms that are knowledgeable about the Notes and, at times, trade these notes. Further, the Company performs its own internal analysis based on the information it gathers from public markets, including information on notes that are similar to those of the Company. However, considerable judgment is required in interpreting market data to develop estimates of fair value. Accordingly, the fair value estimates presented herein are not necessarily indicative of the amount that the Company or the debtholders could realize in a current market exchange. The use of different assumptions and/or estimation methodologies may have a material effect on the estimated fair values calculated above.

At January 3, 2021 and December 29, 2019, the Company did not have any outstanding borrowings under its 2019 Variable Funding Notes. Borrowings under the 2019 Variable Funding Notes are a variable rate loan. The fair value of this loan approximated book value based on the borrowing rates currently available for variable rate loans obtained from third party lending institutions. This fair value represents a Level 2 measurement.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



The fair values in the table above represent the fair value of such Notes at January 3, 2021 and December 29, 2019. In light of the novel coronavirus ("COVID-19") pandemic (discussed further in Note 11) and its impact on financial markets, these fair values fluctuated significantly during 2020 and may continue to fluctuate based on market conditions and other factors.

(4) Leases

The Company leases certain retail store and supply chain center locations, supply chain vehicles, equipment and its corporate headquarters with expiration dates through 2041.

The components of operating and finance lease cost for 2020 and 2019 were as follows (in thousands):

	Fiscal Year Ended	
	January 3, 2021	December 29, 2019
Operating lease cost	\$ 44,679	\$ 42,903
Finance lease cost:		
Amortization of right-of-use assets	2,186	1,167
Interest on lease liabilities	3,340	1,952
Total finance lease cost	\$ 5,526	\$ 3,119

Rent expense totaled \$73.7 million, \$69.7 million and \$67.4 million in 2020, 2019 and 2018 respectively. Rent expense includes operating lease cost, as well as expense for non-lease components including common area maintenance, real estate taxes and insurance for the Company's real estate leases. Rent expense also includes the variable rate per mile driven and fixed maintenance charges for the Company's supply chain center tractors and trailers and expense for short-term rentals. Variable rent expense and rent expense for short-term leases were immaterial for 2020 and 2019, respectively.

Supplemental balance sheet information related to the Company's leases as of January 3, 2021 and December 29, 2019 was as follows (in thousands):

	January 3,	December 29,	
	2021	2019	
Land and buildings	\$ 68,084	\$ 25,476	
Accumulated depreciation and amortization	(10,049)	(7,846)	
Finance lease assets, net	\$ 58,035	\$ 17,630	
Current portion of long-term debt	\$ 2,855	\$ 1,394	
Long-term debt, less current portion	57,700	18,263	
Total principal payable on finance leases	\$ 60,555	\$ 19,657	

As of January 3, 2021 and December 29, 2019, the weighted average remaining lease term and weighted average discount rate for the Company's operating and finance leases were as follows:

	January 3, 2021		December 29, 2019	
	Operating Leases	Finance Leases	Operating Leases	Finance Leases
Weighted average remaining lease term	7 years	16 years	8 years	14 years
Weighted average discount rate	3.7%	6.8%	3.8%	11.7%

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Supplemental cash flow information related to leases for 2020 and 2019 was as follows (in thousands):

	Fiscal Year Ended	
	January 3, 2021	December 29, 2019
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 43,679	\$ 43,608
Operating cash flows from finance leases	3,340	1,952
Financing cash flows from finance leases	2,058	647
Right-of-use assets obtained in exchange for new lease obligations:		
Operating leases	37,375	63,685
Finance leases	42,894	3,255

During 2018, the Company renewed the leases of four supply chain center buildings and extended the terms of the leases. As a result, the Company recorded non-cash financing activities of \$12.0 million for the increase in capital lease assets and liabilities during 2018. During 2018, the Company also recorded \$1.9 million in non-cash financing activities related to a build-to-suit arrangement, which was derecognized in connection with the Company's adoption of ASC 842 in 2019.

Maturities of lease liabilities as of January 3, 2021 were as follows (in thousands):

	Operating Leases	Finance Leases
2021	\$ 45,143	\$ 5,849
2022	42,441	6,706
2023	36,879	6,227
2024	35,466	6,684
2025	28,758	6,479
Thereafter	84,440	69,687
Total future minimum rental commitments	273,127	101,632
Less – amounts representing interest	(34,998)	(41,077)
Total lease liabilities	<u>\$ 238,129</u>	<u>\$ 60,555</u>

As of January 3, 2021, the Company had additional leases for certain supply chain tractors and trailers that had not yet commenced with estimated future minimum rental commitments of approximately \$2.0 million. These leases are expected to commence in 2021 with lease terms of up to 9 years. These undiscounted amounts are not included in the table above.

The Company has guaranteed lease payments related to certain franchisees' lease arrangements. The maximum amount of potential future payments under these guarantees was \$12.6 million and \$16.7 million as of January 3, 2021 and December 29, 2019, respectively. The Company does not believe these arrangements have or are likely to have a material effect on its results of operations, financial condition, revenues or expenses, capital expenditures or liquidity.

(5) Commitments and Contingencies

The Company is a party to lawsuits, revenue agent reviews by taxing authorities and legal proceedings, of which the majority involve workers' compensation, employment practices liability, general liability and automobile and franchisee claims arising in the ordinary course of business. The Company records legal fees associated with loss contingencies when they are probable and reasonably estimable.

Litigation is subject to many uncertainties, and the outcome of individual litigated matters is not predictable with assurance. These matters referenced above could be decided unfavorably to us and could require us to pay damages or make other expenditures in amounts or a range of amounts that cannot be estimated with accuracy. In management's opinion, these matters, individually and in the aggregate, should not have a significant adverse effect on the financial condition of the Company, and the established accruals adequately provide for the estimated resolution of such claims.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

FRANDATA
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On February 14, 2011, Domino's Pizza LLC was named as a defendant in a lawsuit along with Fischler Enterprises of C.F., Inc., a franchisee, and Jeffrey S. Kidd, the franchisee's delivery driver, filed by Yvonne Wiederhold, the plaintiff, as Personal Representative of the Estate of Richard E. Wiederhold, deceased. The case involved a traffic accident in which the franchisee's delivery driver is alleged to have caused an accident involving a vehicle driven by Richard Wiederhold. Mr. Wiederhold sustained spinal injuries resulting in quadriplegia and passed away several months after the accident. The case went to trial in 2016 and the Company was found liable, but the verdict was reversed by the Florida Fifth District Court of Appeals in May 2018 and was remanded to the Ninth Judicial Circuit Court of Florida for a new trial. The case was tried again in June 2019 and the jury returned a \$9.0 million judgment for the plaintiff where the Company and Mr. Kidd were found to be 100% liable (after certain offsets and other deductions the final verdict was \$8.0 million). In October 2020, the Florida Fifth District Court of Appeals issued a split two-judge majority with one dissent per curiam decision affirming the judgment entered by the Ninth Judicial Circuit Court of Florida. With all viable appellate options exhausted, the decision was made by the Company and its insurers to pay the verdict in the fourth quarter of 2020. This payment was subject to the Company's insurance retention programs for non-owned automobile liabilities described in Note 1. This payment did not have a material impact on the Company's results of operations.

(6) Income Taxes

The Parent files a consolidated Federal income tax return which includes the Company's operations. For financial reporting purposes, the Company accounts for income taxes as if it files its own consolidated Federal income tax return.

Income before provision for income taxes in 2020, 2019 and 2018 consists of the following (in thousands):

	2020	2019	2018
U.S.	\$ 541,646	\$ 468,467	\$ 414,804
Foreign	13,484	14,170	13,874
Income before provision for income taxes	<u>\$ 555,130</u>	<u>\$ 482,637</u>	<u>\$ 428,678</u>

The differences between the U.S. Federal statutory income tax provision (using the statutory rate of 21%) and the Company's consolidated provision for income taxes for 2020, 2019 and 2018 are summarized as follows (in thousands):

	2020	2019	2018
Federal income tax provision based on the statutory rate	\$ 116,577	\$ 101,354	\$ 90,022
State and local income taxes, net of related Federal income taxes	16,660	15,141	14,233
Non-resident withholding and foreign income taxes	18,741	20,351	21,369
Foreign tax and other tax credits	(19,506)	(20,090)	(25,301)
Foreign derived intangible income	(12,390)	(12,810)	(11,760)
Excess tax benefits from equity-based compensation	(60,364)	(25,735)	(23,786)
Non-deductible expenses, net	4,359	3,090	1,999
Unrecognized tax provision, net of related Federal income taxes	516	694	301
Other	(759)	(67)	(371)
Provision for income taxes	<u>\$ 63,834</u>	<u>\$ 81,928</u>	<u>\$ 66,706</u>

Excess tax benefits or deficiencies from the Parent's equity-based compensation activity resulted in a decrease in the Company's provision for income taxes of \$60.4 million in 2020, \$25.7 million in 2019 and \$23.8 million in 2018, primarily due to the recognition of excess tax benefits for options exercised and the vesting of equity awards.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



The components of the 2020, 2019 and 2018 consolidated provision for income taxes are as follows (in thousands):

	2020	2019	2018
Provision for Federal income taxes			
Current provision	\$ 19,894	\$ 49,539	\$ 33,558
Deferred provision (benefit)	<u>14,301</u>	<u>(2,862)</u>	<u>(1,543)</u>
Total provision for Federal income taxes	<u>34,195</u>	<u>46,677</u>	<u>32,015</u>
Provision for state and local income taxes			
Current provision	10,775	15,335	12,651
Deferred provision (benefit)	<u>123</u>	<u>(435)</u>	<u>671</u>
Total provision for state and local income taxes	<u>10,898</u>	<u>14,900</u>	<u>13,322</u>
Provision for non-resident withholding and foreign income taxes	<u>18,741</u>	<u>20,351</u>	<u>21,369</u>
Provision for income taxes	<u><u>\$ 63,834</u></u>	<u><u>\$ 81,928</u></u>	<u><u>\$ 66,706</u></u>

As of January 3, 2021 and December 29, 2019, the significant components of net deferred income taxes are as follows (in thousands):

	2020	2019
Deferred income tax assets		
Operating lease liabilities	\$ 58,885	\$ 58,546
Accruals and reserves	14,148	11,874
Insurance reserves	12,447	11,256
Non-cash equity-based compensation expense	8,331	10,357
Foreign tax credit	6,603	9,333
Other	<u>7,720</u>	<u>6,980</u>
Deferred income tax assets before valuation allowance	<u>108,134</u>	<u>108,346</u>
Less: Valuation allowance	<u>(7,600)</u>	<u>(4,280)</u>
Total deferred income tax assets	<u>100,534</u>	<u>104,066</u>
Deferred income tax liabilities		
Operating lease right-of-use assets	56,446	56,744
Depreciation, amortization and asset basis differences	18,687	9,919
Capitalized software	<u>29,596</u>	<u>27,330</u>
Total deferred income tax liabilities	<u>104,729</u>	<u>93,993</u>
Net deferred income taxes	<u><u>\$ (4,195)</u></u>	<u><u>\$ 10,073</u></u>

Prior period amounts in the table above have been reclassified to conform to the current year presentation.

Realization of the Company's deferred tax assets is dependent upon many factors, including, but not limited to, the Company's ability to generate sufficient taxable income. Although realization of the Company's deferred tax assets is not assured, on an ongoing basis, management assesses whether it remains more likely than not the deferred tax assets will be realized.

As of January 3, 2021, the Company had total foreign tax credits of \$6.6 million, which is fully offset with a corresponding valuation allowance. As of January 3, 2021, the Company also had a \$1.0 million valuation allowance related to interest deductibility in separately filed states. As of December 29, 2019, the Company had total foreign tax credits of \$9.3 million, of which \$5.6 million was carried back one year to be fully utilized. As of December 29, 2019, the Company had a total valuation allowance of \$4.3 million, related to expected limitations on foreign tax credits and interest deductibility in separately filed states. Management believes the remaining deferred tax assets will be realized.

For financial reporting purposes, the Company's investment in foreign subsidiaries does not exceed its tax basis. Therefore, no deferred income taxes have been provided.

The Company recognizes the financial statement benefit of a tax position if it is more likely than not that the position is sustainable, based solely on its technical merits and consideration of the relevant taxing authorities widely understood administrative practices and precedents. For tax positions meeting the "more likely than not" threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. The Company recognizes accrued interest related to unrecognized tax benefits in interest expense and recognizes penalties in income tax expense.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

	2020	2019	2018
Unrecognized tax benefits at beginning of period	\$ 2,802	\$ 1,964	\$ 1,837
Additions for tax positions of current year	494	468	425
Additions for tax positions of prior years	506	789	115
Reductions for changes in prior year tax positions	(178)	(284)	(64)
Reductions for lapses of applicable statute of limitations	(306)	(135)	(349)
Unrecognized tax benefits at end of period	\$ 3,318	\$ 2,802	\$ 1,964

As of January 3, 2021, the amount of unrecognized tax benefits was \$3.3 million of which, if ultimately recognized, \$2.4 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. As of January 3, 2021, the Company had \$0.2 million of accrued interest and no accrued penalties.

As of December 29, 2019, the amount of unrecognized tax benefits was \$2.8 million of which, if ultimately recognized, \$2.2 million would be recognized as an income tax benefit and reduce the Company's effective tax rate. As of December 29, 2019, the Company had \$0.1 million of accrued interest and \$0.2 million of accrued penalties.

There are currently no Internal Revenue Service audits in progress for the Company. The Company continues to be under examination by certain states. The Company's Federal statute of limitation has expired for years prior to 2017, but it varies for state and foreign locations. The Company believes appropriate provisions for all outstanding tax issues have been made for all jurisdictions and all open years.

(7) Employee Benefits

The Company has a retirement savings plan which qualifies under Internal Revenue Code Section 401(k). All employees of the Company who have completed 1,000 hours of service and are at least 18 years of age are eligible to participate in the plan. During 2020 and 2019, the plan required the Company to match 100% of the first 5% of each employee's elective deferrals. During 2018, the plan required the Company to match 100% of the first 3% of each employee's elective deferrals and 50% of the next 2% of each employee's elective deferrals. The Company's matching contributions were made in the form of cash and vested immediately. The expenses incurred for Company contributions to the plan were approximately \$12.0 million, \$10.8 million and \$7.3 million in 2020, 2019 and 2018, respectively.

The Company has established a non-qualified deferred compensation plan available for certain key employees. Under this self-funding plan, the participants may defer up to 40% of their base salary and up to 80% of their bonus compensation. The participants direct the investment of their deferred compensation within several investment funds. The Company is not required to contribute and did not contribute to this plan during 2020, 2019 and 2018.

The Parent has an employee stock payroll deduction plan (the "ESPD"). Under the ESPD, eligible employees may deduct up to 15% of their eligible wages to purchase the Parent's common stock at 85% of the market price of the stock at the purchase date. The ESPD requires employees to hold their purchased shares of the Parent common stock for at least one year. The Company purchases Parent common stock on the open market for the ESPD at the current market price. There were 16,017 shares, 20,222 shares and 19,494 shares of Parent common stock in 2020, 2019 and 2018, respectively, purchased on the open market for participating employees at a weighted-average price of \$357.54 in 2020, \$257.12 in 2019 and \$249.57 in 2018. The expenses incurred under the ESPD were approximately \$1.0 million, \$0.8 million and \$0.7 million in 2020, 2019 and 2018, respectively.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



(8) Investment in Dash Brands

During the second quarter of 2020, a subsidiary of the Company acquired a non-controlling interest in Dash Brands Ltd., a privately-held business company limited by shares incorporated with limited liability under the laws of the British Virgin Islands ("Dash Brands"), for \$40.0 million. Through its subsidiaries, Dash Brands serves as the Company's master franchisee in China that owns and operates Domino's Pizza stores in that market. The Company's investment in Dash Brands' senior ordinary shares, which are not in-substance common stock, represents an equity investment without a readily determinable fair value and is recorded at cost with adjustments for observable changes in prices resulting from orderly transactions for the identical or a similar investment of the same issuer or impairments within long-term other assets in the Company's consolidated balance sheet. The Company did not record any adjustments to the carrying amount of \$40.0 million in 2020.

In the first quarter of 2021, the Company invested an additional \$40.0 million in Dash Brands based on Dash Brands' achievement of certain performance conditions. In the first quarter of 2021, the Company recorded a positive adjustment of \$2.5 million to the original carrying amount of \$40.0 million resulting from the observable change in price from the valuation of the additional investment.

(9) Equity Incentive Plans

The cost of all employee Parent stock options, as well as other equity-based compensation arrangements, is reflected in the consolidated statements of income based on the estimated fair value of the awards and is amortized over the requisite service period of each award.

The Parent's current equity incentive plan benefits certain of the Company's employees and directors and is named the Domino's Pizza, Inc. 2004 Equity Incentive Plan (the "2004 Equity Incentive Plan"). As of January 3, 2021, the maximum number of shares that may be granted under the 2004 Equity Incentive Plan is 15,600,000 shares of voting Parent common stock of which 2,559,832 shares were authorized for grant but have not been granted.

The Company recorded total non-cash compensation expense of \$24.2 million, \$20.3 million and \$22.8 million in 2020, 2019 and 2018, respectively. All non-cash compensation expense amounts are recorded in general and administrative expense. The Company recorded a deferred tax benefit related to non-cash compensation expense of approximately \$3.6 million in 2020 and \$3.8 million in 2019.

Parent Stock Options

As of January 3, 2021, the number of Parent stock options granted and outstanding under the 2004 Equity Incentive Plan was 832,666 options. Parent stock options granted in fiscal 2011 and fiscal 2012 were granted with an exercise price equal to the market price at the date of the grant and expire ten years from the date of grant. Parent stock options granted in fiscal 2013 through fiscal 2020 were granted with an exercise price equal to the market price at the date of the grant, expire ten years from the date of grant and generally vest over four years from the date of grant. Additionally, all Parent stock options granted become fully exercisable upon vesting. These awards also contain provisions for accelerated vesting upon the retirement of holders that have achieved specific service and age requirements.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Parent stock option activity related to the 2004 Equity Incentive Plan is summarized as follows:

	Parent Stock Options		
	Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Life (Years)
Stock options at December 31, 2017	2,238,114	\$ 55.94	
Stock options granted	96,580	266.11	
Stock options cancelled	(11,193)	174.63	
Stock options exercised	<u>(414,102)</u>	<u>23.74</u>	
Stock options at December 30, 2018	1,909,399	\$ 72.86	
Stock options granted	96,280	272.64	
Stock options cancelled	(33,667)	196.47	
Stock options exercised	<u>(425,601)</u>	<u>30.70</u>	
Stock options at December 29, 2019	1,546,411	\$ 94.21	
Stock options granted	52,730	413.80	
Stock options cancelled	(9,792)	268.94	
Stock options exercised	<u>(756,683)</u>	<u>40.93</u>	
Stock options at January 3, 2021	<u>832,666</u>	<u>\$ 160.82</u>	<u>5.3</u>
Exercisable at January 3, 2021	<u>687,570</u>	<u>\$ 127.50</u>	<u>4.6</u>
			<u>\$ 186,974</u>
			<u>\$ 176,053</u>

The total intrinsic value of Parent stock options exercised was approximately \$249.7 million, \$103.8 million and \$91.2 million in 2020, 2019 and 2018, respectively. Cash received from the exercise of Parent stock options was approximately \$31.0 million, \$13.1 million and \$9.8 million in 2020, 2019 and 2018, respectively. The tax benefit realized from Parent stock options exercised was approximately \$59.1 million, \$24.9 million and \$22.0 million in 2020, 2019 and 2018, respectively.

The Company recorded total non-cash compensation expense of \$6.3 million, \$4.0 million and \$6.3 million in 2020, 2019 and 2018, respectively, related to Parent stock option awards. As of January 3, 2021, there was \$8.0 million of total unrecognized compensation cost related to unvested Parent stock options granted under the 2004 Equity Incentive Plan which generally will be recognized on a straight-line basis over the related vesting period. This unrecognized compensation cost is expected to be recognized over a weighted average period of 2.4 years.

Management estimated the fair value of each option grant made during 2020, 2019 and 2018 as of the date of the grant using the Black-Scholes option pricing method. Weighted average assumptions are presented in the following table. The risk-free interest rate is based on the estimated effective life and is estimated based on U.S. Treasury Bond rates as of the grant date. The expected life is based on several factors, including, among other things, the vesting term and contractual term as well as historical experience. The expected volatility is based principally on the historical volatility of the Parent's share price.

	2020	2019	2018
Risk-free interest rate	0.3%	1.9%	2.7%
Expected life (years)	5.5	5.5	5.5
Expected volatility	30.0%	25.0%	24.2%
Expected dividend yield	0.8%	0.9%	0.8%
Weighted average fair value per stock option	\$ 105.76	\$ 64.66	\$ 67.65

Option valuation models require the input of highly subjective assumptions. In management's opinion, existing models do not necessarily provide a reliable single measure of the fair value of the Parent's stock options, as changes in subjective input assumptions can significantly affect the fair value estimate.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



Other Equity-Based Compensation Arrangements

The Parent granted 3,630 shares, 3,780 shares and 3,790 shares of restricted stock in 2020, 2019 and 2018, respectively, to members of its Board of Directors. These grants generally vest one year from the date of the grant and have a fair value equal to the market price of the Parent's stock on the grant date. These awards also contain provisions for accelerated vesting upon the retirement of holders that have achieved specific service and age requirements. The Company recorded total non-cash compensation expense of \$1.2 million, \$1.0 million and \$0.8 million in 2020, 2019 and 2018, respectively, related to these restricted stock awards. As of January 3, 2021, there was \$0.2 million of total unrecognized compensation cost related to these restricted stock grants.

In 2018, the Parent granted 28,570 shares of restricted stock to two executives of the Company. These grants will vest four years from the date of the grant and have a fair value equal to the market price of the Parent stock on the grant date. These awards also contain provisions for accelerated vesting upon the retirement of holders that have achieved specific service and age requirements. The Company recorded total non-cash compensation expense of \$2.1 million, \$2.1 million and \$1.1 million in 2020, 2019 and 2018 related to these restricted stock awards. As of January 3, 2021, there was \$2.7 million of total unrecognized compensation cost related to these restricted stock grants.

The Parent granted 39,150 shares, 63,790 shares and 59,070 shares of performance-based restricted stock in 2020, 2019 and 2018, respectively, to certain employees of the Company. These performance-based restricted stock awards are separated into four tranches and have time-based and performance-based vesting conditions with the last tranche vesting four years from the issuance date. These awards also contain provisions for accelerated vesting upon the retirement of holders that have achieved specific service and age requirements. These awards are considered granted for accounting purposes when the performance target is established, which is generally in the fourth quarter of each year. The Company recorded total non-cash compensation expense of \$14.6 million, \$13.2 million and \$14.6 million in 2020, 2019 and 2018, respectively, related to these awards. As of January 3, 2021, there was an estimated \$30.8 million of total unrecognized compensation cost related to performance-based restricted stock.

Parent restricted stock and performance-based restricted stock activity related to the 2004 Equity Incentive Plan is summarized as follows:

	Shares	Weighted Average Grant Date Fair Value (1)
Nonvested at December 31, 2017	194,604	\$ 147.94
Shares granted	91,430	271.33
Shares cancelled	(12,692)	178.06
Shares vested	<u>(82,963)</u>	<u>128.57</u>
Nonvested at December 30, 2018	190,379	\$ 213.57
Shares granted	67,570	275.06
Shares cancelled	(17,923)	230.60
Shares vested	<u>(68,956)</u>	<u>175.84</u>
Nonvested at December 29, 2019	171,070	\$ 251.29
Shares granted	42,780	398.08
Shares cancelled	(8,345)	273.70
Shares vested	<u>(58,743)</u>	<u>221.58</u>
Nonvested at January 3, 2021	<u>146,762</u>	<u>\$ 304.69</u>

(1) The weighted average grant date fair value for Parent performance-based restricted shares granted was calculated based on the Parent's stock price on the grant dates. Certain tranches will ultimately be valued when the performance condition is established for each tranche, which generally occurs in the fourth quarter of each fiscal year.

Domino's Pizza LLC and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Continued)



(10) Company-owned Store Transactions

During 2019, the Company sold 62 U.S. Company-owned stores to certain of its existing U.S. franchisees for proceeds of \$12.3 million. In connection with the sale of the stores, the Company recorded a \$0.3 million pre-tax loss on the sale of the related assets and liabilities, which was net of a \$1.5 million reduction in goodwill. The net loss on these store sales was recorded in general and administrative expense in the Company's consolidated statements of income. During 2019, the Company also purchased three U.S. franchised stores from a U.S. franchisee for \$3.4 million, which included \$1.7 million of goodwill, \$1.3 million of intangibles and \$0.4 million of leasehold improvements and other assets.

During 2018, the Company sold 12 U.S. Company-owned stores to a former executive of the Company for proceeds of \$7.9 million. The former executive terminated his employment with the Company prior to the closing date of the sale and became a franchisee. In connection with the sale of the stores, the Company recorded a \$5.9 million pre-tax gain on the sale of the related assets, which was net of a \$0.4 million reduction in goodwill. During 2018, the Company also sold two U.S. Company-owned stores to a franchisee for proceeds of \$0.3 million. In connection with the sale of the stores, the Company recorded a pre-tax gain of less than \$0.1 million on the sale of the related assets, which was net of a \$0.1 million reduction in goodwill. The gains on these sales were recorded in general and administrative expense in the Company's consolidated statements of income.

(11) COVID-19 Pandemic

In December 2019, the COVID-19 disease was reported and in January 2020, the World Health Organization ("WHO") declared it a Public Health Emergency of International Concern. On February 28, 2020, the WHO raised its assessment of the COVID-19 threat from high to very high at a global level due to the continued increase in the number of cases and affected countries, and on March 11, 2020, the WHO characterized COVID-19 as a pandemic. During 2020 in the midst of the COVID-19 pandemic, the Company continued to increase its U.S. stores revenues. U.S. supply chain experienced higher volumes as a result of the increases in U.S. store sales. The COVID-19 pandemic negatively impacted the Company's international franchise revenues during the second quarter of 2020 due to temporary store closures in certain markets as well as changes in operating procedures and store hours resulting from actions taken to increase social distancing across the Company's international franchise markets. In the third and fourth quarters of 2020, these negative impacts lessened due to the reopening and resumption of normal store hours at a majority of the Company's international franchised stores that had been temporarily closed for portions of the second quarter. The Company made certain investments during the COVID-19 pandemic related to safety and cleaning equipment, enhanced sick pay and compensation for frontline team members and support for the Company's franchisees and their communities. Finally, given the market uncertainty arising from COVID-19, the Company took a precautionary measure and borrowed \$158.0 million under its 2019 Variable Funding Notes during the second quarter of 2020, which was fully repaid throughout the remainder of 2020. The Company is closely monitoring the impact of the pandemic on all aspects of its business and is unable at this time to predict the continued impact that COVID-19 will have on its business, financial position and operating results in future periods due to numerous uncertainties.

EXHIBIT E

TRADITIONAL STORE STANDARD FRANCHISE AGREEMENT

Store #

DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT

Franchisee

TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	7
2. GRANT AND TERM OF FRANCHISE.....	8
2.1 Grant	8
2.2 Term of Franchise	8
3. RENEWAL OF FRANCHISE.....	8
3.1 Option to Renew	8
3.2 Manner of Renewal.....	9
3.3 Notification of Expiration	9
4. TERRITORIAL RIGHTS AND OBLIGATIONS	10
4.1 Area of Primary Responsibility	10
4.2 Delivery Service.....	10
4.3 Exclusions.....	10
5. OPENING ADVERTISING AND PROMOTION EXPENDITURE	11
6. ROYALTY FEE AND OTHER CHARGES.....	11
6.1 Amount and Payment.....	11
6.2 Definition of Royalty Sales.....	11
6.3 Interest on Late Payments	11
6.4 Electronic Funds Transfer.....	11
6.5 Application of Payments.....	12
7. STORE LOCATION	12
7.1 Location and Use	12
7.2 Relocation; Damage, or Condemnation.....	12
7.3 Location and Operation of Commissary.....	13
7.4 Store Lease.....	13
7.5 Assumption of Lease on Termination or Expiration.....	13
7.6 Ownership of Store Premises.....	13
8. STORE DEVELOPMENT	14
8.1 Development and Construction.....	14
8.2 Equipment, Fixtures, Furniture and Signs	14

8.3	Store Opening	15
9.	STORE REFURBISHING.....	15
10.	TRAINING	16
10.1	Initial Training	16
10.2	Training of Employees.....	16
10.3	Additional Training.....	16
11.	OPERATING ASSISTANCE.....	16
11.1	Advice and Guidance.....	16
11.2	Operating Problems	17
12.	STORE PRODUCTS	17
12.1	Store Menu.....	17
12.2	Pizza Ingredients, Supplies and Materials	17
13.	ADVERTISING AND PROMOTION	18
13.1	By DPF.....	18
13.2	Local and Regional Advertising Cooperatives	19
13.3	By Franchisee.....	20
14.	RECORDS AND REPORTS	20
14.1	Bookkeeping and Recordkeeping	20
14.2	Sales Reports and Financial Statements	21
14.3	Right to Require Audit.....	22
15.	OPERATING REQUIREMENTS	23
15.1	Operating Procedures.....	23
15.2	Compliance with Laws and Other Business Practices.....	24
15.3	Pricing	25
15.4	Operating Manual	25
15.5	New Concepts	25
15.6	Franchisee Must Directly Supervise Store.....	25
15.7	Insurance	26
15.8	Identification as Franchisee	27
15.9	Computer Hardware and Software and Other Technology.....	27
15.9.1	Brand Technology.....	27
15.9.2	Aggregate Expenditures for Brand Technology	28
15.9.3	Domino's PULSE and Other Computer & Technology Training	29

15.9.4 Additional Order Processing Systems	29
16. MARKS	30
16.1 Usage.....	30
16.2 Infringements	30
16.3 Indemnification.....	30
17. INSPECTIONS	30
18. TERMINATION AND EXPIRATION	31
18.1 Termination By Franchisee.....	31
18.2.1 Immediate Termination By DPF - Upon Written Notice.....	31
18.2.2 Termination By DPF - After Opportunity to Cure.....	33
18.2.3 Immediate Cessation of Operations	33
18.3 Obligations Upon Termination or Expiration	33
19. OPTION TO PURCHASE STORE	34
19.1 Option	34
19.2 Formula Price.....	35
19.3 Purchase of Commissary.....	35
19.4 Deductions From Purchase Price	35
19.5 Payment of Purchase Price.....	36
19.6 Real Property	36
19.7 Closing	37
19.8 Operation During Option Period.....	37
19.9 Formula Price.....	37
20. RESTRICTIVE COVENANTS.....	38
20.1 In-Term Covenant.....	38
20.2 Post-Term Covenant	38
20.3 Ownership of Public Companies	38
20.4 Customer Lists and Trade Secrets.....	38
20.5 Owners of Approved Entity	39
20.6 Distribution of Products Related to the Domino's System	39
20.7 Ownership Structure	39
20.8 Non-Disclosure	39
20.9 Irreparable Injury and Injunctive Relief	39

21.	ASSIGNMENT.....	40
21.1	By DPF.....	40
21.2	By Franchisee.....	40
21.3	Assignment to an Approved Entity.....	40
21.4	Assignment or Transfer to Others.....	41
21.5	Death or Permanent Disability.....	42
21.6	Definition of Permanent Disability	42
21.7	Operation by DPF After Death or Permanent Disability.....	42
21.8	Right of First Refusal of DPF	43
22.	CONTRACT INTERPRETATION AND ENFORCEMENT	43
22.1	Effect of Waivers	43
22.2	Cost of Enforcement	44
22.3	Indemnification of DPF	44
22.4	Construction and Severability.....	44
22.5	Scope and Modification of Agreement.....	45
22.6	Governing Law	45
22.7	Notices	45
22.8	Independent Contractors	45
22.9	Standard of Reasonableness.....	46
22.10	Acknowledgment	46
22.11	Binding Effect.....	46
22.12	Effective Date of this Agreement	47

DOMINO'S PIZZA FRANCHISING LLC

STANDARD FRANCHISE AGREEMENT

This Standard Franchise Agreement, including the Covenants of Owners (this "Agreement") is being entered into between Domino's Pizza Franchising LLC, a Delaware limited liability company ("we", "DPF" or "us" in this Agreement), and

("you" or "franchisee" in this Agreement). If you are a corporation, partnership, limited liability company or other entity approved by us to own a Domino's Pizza Store (the "Approved Entity"), the term "owners" in this Agreement shall refer to your shareholders, affiliates, partners, members or other interest holders. Unless otherwise approved by DPF, the term "Controlling Person" refers to the person who owns fifty-one percent (51%) or more of: the general partnership interest of such partnership; the equity and voting power of all classes of the issued and outstanding capital stock of such corporation; the membership interests of such limited liability company or the voting and ownership interests of such other entity.

1. INTRODUCTION.

We are in the business of franchising retail outlets specializing in the sale of pizza and other authorized food and beverage products and featuring carry-out and delivery services. These outlets are known as "Domino's Pizza" stores and conduct business under a uniform business format, with specially designed equipment, computer hardware and software designated by us, and specifications for the preparation and sale of pizza and certain authorized food products (the "Domino's System"). We have obtained the license to use and the right to sublicense the use of certain valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores including the mark "Domino's Pizza" (the "Marks").

You have applied to us for a franchise to operate a Domino's Pizza Store utilizing the Domino's System and the Marks at the location identified in this Agreement. Your application has been approved by us in reliance upon all of the representations made in your application including those concerning your financial resources, your other investments and interests and the manner in which the franchise will be owned and operated.

You acknowledge that you have read this Agreement and our Franchise Disclosure Document and been given an opportunity to obtain clarification of any provision that you did not understand. You also understand and agree that the terms and conditions contained in this Agreement are necessary to maintain our high standards of quality and service and the uniformity of those standards at all Domino's Pizza Stores.

2. GRANT AND TERM OF FRANCHISE.

2.1 Grant.

Subject to the terms of this Agreement, DPF grants to you a franchise to operate a Domino's Pizza Store (the "Store") under the Domino's System and a sublicense to use the Marks in the operation of the Store at the following location: Domino's Pizza Store # located at:

2.2 Term of Franchise.

The term of this Agreement shall be for a period of ten (10) years, commencing on the date of opening of the Store (or if this Agreement is being signed in connection with a renewal or transfer of the franchise, commencing on the day following the expiration or termination of the previous franchise agreement, as the case may be).

3. RENEWAL OF FRANCHISE.

3.1 Option to Renew.

You may, at your option, renew the franchise for one additional ten (10) year term by signing a new franchise agreement with us, provided:

(a) you are not in material default of any provision of this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store and have substantially complied with the terms and conditions of these agreements during their terms. For purposes of this Section 3.1(a), "substantial compliance" shall mean that you have not (i) breached or violated the terms of this Agreement on six (6) or more occasions during the term of this Agreement or on three (3) or more occasions during the last twenty four (24) months prior to the expiration of the term of this Agreement regardless of whether or not you cured any such breach or violation, or (ii) engaged in any conduct or act described in Section 18.2.1 of this Agreement at any time during the term of this Agreement regardless of whether or not you cured any such breach or violation;

(b) you are able to maintain possession of the Store premises or to secure and develop a suitable alternative site approved by us;

(c) you refurbish the site as provided in Sections 9 and 15 of this Agreement or, if we require, agree to relocate the premises of the Store to a location approved by us and develop the premises in accordance with our then current requirements. If we require you to relocate the premises of the Store, you will be entitled to credit the costs of developing the new premises toward any refurbishing obligations you may have under the franchise agreement executed in connection with such renewal; and

(d) subject to applicable laws, you and your owners agree to execute a general release, in a form then prescribed by us, of any claims arising out of this Agreement against us and our affiliates, and our and their officers, directors, managers, agents, representatives and employees. This option to renew may not be exercised unless all of the preceding conditions are fully satisfied. The option to renew is personal to you and may not be exercised by any other person or entity without our prior written consent.

3.2 Manner of Renewal.

The new franchise agreement you must execute to renew the franchise shall be our then current form of standard franchise agreement. You must also sign all other agreements we customarily require at the time of renewal of the franchise. You understand that the renewal franchise agreement may provide for higher royalty fees and greater expenditures for advertising and promotion than are provided for in this Agreement and may contain other terms materially different from the terms of this Agreement. The area of primary responsibility of the Store will not be modified unless such modification is consistent with criteria then in effect for comparable market areas. There will be no initial franchise or similar fee charged upon a renewal of the franchise. You will also be entitled to renew the franchise at the end of the renewal term in accordance with the renewal provisions, if any, contained in the franchise agreement executed by you in connection with your renewal of the franchise.

3.3 Notification of Expiration.

Provided you are in compliance with this Agreement, including the provisions of Section 3.1, we will send all agreements relating to renewal of the franchise for your review and execution approximately six (6) months prior to the expiration of this Agreement along with a notification of the expiration of this Agreement. Your failure to return these agreements to us within thirty (30) days of receipt will be deemed an election by you not to renew this Agreement. Our notice will also state what actions, if any, you must take to correct the deficiencies in your operation of the Store or whether we will require you to relocate or refurbish the premises of the Store as provided in Section 3.1 above. We also will specify the time period in which these deficiencies must be corrected or by which the refurbishing or relocation and development of the new premises must be completed, provided that, in the event that the then current term of your lease or any renewal lease does not expire concurrently with the expiration of this Agreement, we will not require you to complete a relocation of your Store and development of the new premises until the expiration of the then current term of your lease or any renewal lease. If we require you to relocate the Store, our notice will identify the reasons for requiring relocation. Renewal of the franchise will be conditioned on your continued compliance with all the terms and conditions of this Agreement and all other agreements with us and our affiliates and subsidiaries and all other creditors and suppliers of the Store up to the date of expiration.

4. TERRITORIAL RIGHTS AND OBLIGATIONS.

4.1 Area of Primary Responsibility.

The following geographic territory will be your Area of Primary Responsibility:

A one (1) mile radius from the store located at:

Provided you are in compliance with the terms of this Agreement, and except as otherwise provided in Section 4.3, we will not operate or grant a franchise for the operation of a Domino's Pizza Store during the term of this Agreement whose area of primary responsibility overlaps your Area of Primary Responsibility.

4.2 Delivery Service.

We shall have the right to prescribe from time to time the boundaries outside of which the Store may not offer delivery service. You further understand that in revising these boundaries we may in our discretion make adjustments to the size of your delivery and service area to account for, among other things, changing market conditions, population changes and other relevant considerations, including but not limited to the reasons contained in Section 4.3. You further agree that the Store will at all times during approved hours of operation offer delivery service to all customers located within your delivery and service area, provided, however, you are not required to offer delivery service in areas which might present a danger to you or your employees. However, you will remain solely responsible for investigating and reviewing periodically, but not less than annually, any decisions by you to limit your delivery area for safety reasons, subject to procedures and standards we may prescribe from time to time, and for obtaining and maintaining information that supports your decisions to limit delivery service. You understand and agree that you may not change the boundaries of your delivery and service area without our prior written consent. When making deliveries, you and your employees must strictly comply with all laws, regulations and rules of the road and due care and caution in the operation of delivery vehicles.

4.3 Exclusions.

Notwithstanding the provisions of Sections 4.1 and 4.2, enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled shall be excluded from your Area of Primary Responsibility and your delivery and service area, unless otherwise specified by us in writing. We retain the right on our behalf and behalf of our affiliates to open a Domino's Pizza store at any of these facilities or venues wherever the facility or venue is located, in order to service the facility or venue, or grant franchises or licenses for others to do so; provided, however, that you shall have the first option to operate the store and to service such facility or venue if you meet the legal and/or venue requirements, subject to your completion of our approval process and satisfaction of our conditions for approval. You shall be granted a reasonable period of time to consider the option. "Reasonable" shall be defined on a case-by-case basis by reference to the time allowed by the venue and competitive circumstances. In the event we decide to open a Domino's Pizza store at any of these facilities or venues, or grant a franchise or license for others to do so, the delivery and

service area of the Store shall be automatically adjusted to exclude such facility or venue.

5. OPENING ADVERTISING AND PROMOTION EXPENDITURE.

If you (or the Controlling Person if you are an Approved Entity) are opening your (or his or her) first Domino's Pizza Store, you must submit to us proof no later than ninety (90) days after opening of the Store that you have spent at least Three Thousand Dollars (\$3,000.00) on grand opening advertising and promotion.

6. ROYALTY FEE AND OTHER CHARGES.

6.1 Amount and Payment.

During the term of the franchise, you agree to pay us a royalty fee of five and one-half percent (5-1/2%) of the weekly royalty sales of the Store. This fee must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 below or as we may otherwise designate from time to time.

6.2 Definition of Royalty Sales.

The term "royalty sales" means the total receipts from all sales by the Store of all pizza, beverages and other products or services authorized for sale at the Store or at any approved off-site location but exclusive of sales or equivalent taxes, coupon and similar discounts, and beverage container deposits approved by us. Premium or similar promotional items must be included in computing royalty sales unless these items have been sold at or below cost by the Store. Premium or similar promotional items shall not be deemed to include any food or beverage item unless otherwise specified by us.

6.3 Interest on Late Payments.

All royalty fees, advertising contributions and all other amounts owed to us pursuant to this Agreement will bear interest after the due date at the rate of one and one-half percent (1½%) per month or at the highest legal rate for open account business credit in the state in which the Store is located, whichever is lower.

6.4 Electronic Funds Transfer.

You must participate in an electronic funds transfer program under which royalty fees and advertising contribution payments are deducted or paid electronically from your bank account. We may permit you to initiate payments via a system established or approved by us, or at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your Store bank operating account (the "Account") for payment of royalty fees and advertising contributions on forms we prescribe. In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the due date for payment. The amount actually transferred from the Account to pay royalty fees and advertising contributions will be based on the Store's royalty sales reported to us. If you have not reported royalty sales of the Store to us for any reporting

period, we will be authorized to debit the Account in an amount equal to the royalty fee transferred from the Account for the last reporting period for which a report of the royalty sales of the Store was provided to us. If at any time we determine that you have under-reported the royalty sales of the Store or underpaid royalty fees or advertising contributions due us under this Agreement, we will be authorized to initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. Our use of electronic funds transfers as a method of collecting royalty fees and advertising contributions due us does not constitute a waiver of any of your obligations to provide us with weekly sales reports as provided in Section 14.2 nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. If, for any reason other than your fault or neglect, the electronic funds transfer program in which we require you to participate is not functioning so as to allow you to pay the amounts due under this Agreement to us, you may seek permission from us to make payment by mail for the period of time that the electronic funds transfer system is not functioning. If we grant permission for you to make payment by mail, we will specify the day by which payment must be postmarked and paid for any week on royalty sales for the week ending on the preceding Sunday.

6.5 Application of Payments.

When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for royalties, advertising contributions, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied. In addition, we may offset any amount otherwise due under any discount or rebate program against any amount owed to us.

7. STORE LOCATION.

7.1 Location and Use.

You may operate the Store only at the location specified in Section 2.1 and you may not relocate the Store except with our prior written consent. The Store may only be used for the operation of a Domino's Pizza Store and other related activities approved by us in writing. You shall not allow the premises of the Store to be used for any purpose which in our judgment, adversely affects the reputation of the Store or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation, or moral turpitude.

7.2 Relocation; Damage, or Condemnation.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location or any other agreed upon location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than six (6) months after its closure. In addition, within ten (10) days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail

or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us including, without limitation, the proportionate compensation of our employees who devote time and render services in the de-identification of the Store.

7.3 Location and Operation of Commissary.

Any commissary operated by you in connection with the Store may be located only at the premises of the Store or other premises approved by us in writing and must be operated in accordance with commissary standards prescribed by us from time to time. Such commissary must be owned by you and operated by you and your employees exclusively for the benefit of the Store or other Domino's Pizza Stores owned by you and may not be owned or operated by any other person or entity without our prior written consent. You may not open or operate a commissary unless you have received prior written notification from us that you have satisfied in advance all of our requirements for the operation of a commissary, including all required training of commissary personnel.

7.4 Store Lease.

Unless otherwise agreed to by us in writing, if the property on which the Store is located is not owned by you, you must maintain a lease for the site of the Store (including the lease for the site of the commissary, if any, to be operated by you in connection with the Store) which shall contain such terms as we specify from time to time for all leases of a similar type. Each original lease, renewal leases, and lease addenda and modification of any type must be submitted to us prior to execution for our examination and approval that it contains the terms we require in all leases. You must provide us with a copy of the executed lease, any renewal lease, and any addenda and modification within thirty (30) days after execution by you and the landlord.

7.5 Assumption of Lease on Termination or Expiration.

Upon the termination or expiration of the franchise for any reason, other than a termination by you for cause, we or our designee shall have the right to assume your status and replace you as lessee. You agree to execute an assignment of your interest in the lease promptly upon our request. Upon exercise of our right to assume, your status as lessee, and your compliance with the other provisions of this section, you will be fully released and discharged from all liability for rent and all other future liability under the lease (although not from any liability for unpaid rent or any other then existing liability to the lessor under the lease, including, without limitation, any damages to the premises or restoration costs). If we exercise our right to assume your lease, we will indemnify you and hold you harmless against any claim made for future rent or other future liability under the lease. We will also notify you within ninety (90) days of obtaining your written assignment of your interest in the lease of any damages to the premise or restoration costs for which you are liable or responsible.

7.6 Ownership of Store Premises.

If you, or any entity that you own or control, owns any interest in the real estate where the Store is located, you agree to furnish to us upon request, a copy of the deed and any other document relating to the title to the real estate and a copy of your owner's policy of title insurance.

8. STORE DEVELOPMENT.

8.1 Development and Construction.

You agree that promptly after obtaining possession of the site for the Store you will:

- (a) cause to be prepared and submit for approval by us a site plan and any modifications to our basic architectural plans and specifications for the Store, including requirements for dimensions, exterior design, materials, interior layout, equipment, fixtures, furniture, signs, and decorating. You understand that you may modify our basic plans and specifications only to the extent required to comply with applicable ordinances, building codes and permit requirements and only with our prior written approval;
- (b) obtain all required zoning changes; all required building, driveway, utility, health, sanitation, and sign permits and any other required permits;
- (c) purchase or lease fixtures, furniture and signs meeting our specifications or requirements and, if we so require, from an approved vendor or vendors designated by us;
- (d) acquire through purchase, lease and/or license the Brand Technology as required by Section 15.9.1.
- (e) complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Store in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes and permit requirements;
- (f) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and,
- (g) fully investigate and become familiar with the Store's delivery area and its boundaries.

8.2 Equipment, Fixtures, Furniture and Signs.

We will provide you with specifications for pizza, other authorized food and beverage preparation, dispensing, storage and display equipment, delivery and related motor vehicles, other equipment, fixtures, furniture, exterior and interior signs and decorating that we require you to use or install in the Store. We may specify brands, types or models for any of these items. You may purchase items meeting our specifications from any source unless we designate an approved source or sources for any of these items. If you propose to purchase or lease items not previously approved by us as meeting our specifications or from a vendor not approved by us, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or

other information and samples to determine whether any such item or supplier meets our specifications or our approved vendor criteria. We will advise you within a reasonable time whether any proposed item or vendor meets our specifications or our approved vendor criteria. You agree to use only such items that meet our specifications in the operation of the Store and to purchase them from approved vendors, if we so require. You understand, however, that we or our affiliates or an approved vendor may be the only source for some of these items and that we may otherwise limit the number of approved vendors. We reserve the right to charge you for our reasonable expenses in testing and/or evaluating any proposed item or vendor submitted by you.

8.3 Store Opening.

You agree to complete development of the Store and have the Store ready to open within a reasonable time after obtaining possession of the site for the Store. If you do not open the Store within six (6) months from the effective date of this Agreement, we will have the option to terminate this Agreement upon the giving of written notice to you.

9. STORE REFURBISHING.

You have an obligation to maintain the Store in a manner which contributes positively to the then current image of the Domino's Pizza brand. You agree to refurbish the Store (in addition to regular maintenance and repair), within six (6) months of receipt of written notice from us, as we may from time to time require to maintain or improve the appearance and efficient operation of the Store, to increase its sales potential or to comply with our then current standards, image or identity. Refurbishing may include:

- (a) replacement of worn out or obsolete equipment, fixtures, furniture and signs;
- (b) the substitution or addition of new or improved equipment, including safes, fixtures, furniture, and signs, designated by us;
- (c) redecorating;
- (d) renovation of the interior and exterior of the premises and restoration and resurfacing of parking facilities; and
- (e) structural modifications and remodeling of the premises.

You will not be required to make aggregate expenditures for refurbishing of the Store in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date of any required refurbishing not to exceed the ten (10) year period prior to the date of any such required refurbishing or, except in connection with a renewal of the franchise, to effect any refurbishing of the Store during the last twelve (12) months of the initial term of the franchise.

For purposes of this Section 9, the term equipment shall not include computer hardware or other components of the Brand Technology (as defined in Section 15.9.1). Any additions,

substitutions, replacements or modifications to the Brand Technology shall be governed by the provisions of Sections 15.9.1. and 15.9.2 of this Agreement.

10. TRAINING.

10.1 Initial Training.

If you (or the Controlling Person if you are an Approved Entity) are opening your (or his or her) first Domino's Pizza Store, you (or the Controlling Person) must enroll in and complete all training programs and classes which we require for the operation of a Domino's Pizza Store. These training programs and classes will be furnished at such times and places as we designate. We have the right to charge a reasonable training fee for these training programs or classes. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

10.2 Training of Employees.

You agree to implement a training program for employees of the Store and to be solely responsible for training the employees to legally, safely and properly perform his or her duties while inside the Store and while outside the Store for business purposes, including training your employees to follow appropriate procedures for their safety and well-being as well as the safety and well-being of the public. You agree not to employ any person who fails or refuses to complete your training programs or is unqualified to perform his or her duties in accordance with the requirements established for the operation of a Domino's Pizza Store. You acknowledge and understand that implementing a training program for employees of the Store and training your employees to follow safe and proper procedures for the operation of the Store will remain your sole responsibility even if, from time to time, you obtain advice, certifications or suggestions from us or our affiliates about these topics. You further acknowledge and understand that it is not our responsibility or duty to implement a training program for your employees, nor do we have the responsibility or duty to instruct your employees about matters of safety and security in or around the Store or delivery service area or on the way to or from the Store. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

10.3 Additional Training.

We may also, at our option, require you (or the Controlling Person if you are an Approved Entity) to attend supplemental or additional training programs which may be offered from time to time by us or our affiliates during the term of the franchise. The fee for such training shall range from between One Hundred Dollars (\$100.00) and Five Hundred Dollars (\$500.00) per training class. You will be responsible for the reasonable costs of such programs and for the travel and living expenses and any other costs incurred during these programs. You must complete this supplemental or additional training within one (1) year of the time in which it is originally offered by us or our affiliates.

11. OPERATING ASSISTANCE.

11.1 Advice and Guidance.

We will furnish you with such reasonable operating assistance as we determine from time to time to be necessary for the operation of the Store. Operating assistance will include advice and guidance regarding:

- (a) methods of pizza, other authorized food and beverage preparation, packaging and sale; and
- (b) the establishment of administrative, bookkeeping, accounting, inventory control and general operating procedures.

You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Store. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Store or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

11.2 Operating Problems.

We will advise you from time to time of operating problems of the Store disclosed by reports submitted to or inspections made by us or our designee. We will make no separate charge for operating or marketing assistance except that we may make reasonable charges for forms and other materials supplied to you and for operating assistance made necessary in our judgment as a result of your failure to comply with any provision of this Agreement or for operating assistance requested by you in excess of that normally provided by us. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

12. STORE PRODUCTS.

12.1 Store Menu.

You agree that you will offer for sale and sell at the Store for final consumption and not for resale, all pizza and other authorized food and beverage products and perform the carry-out and delivery services that we from time to time authorize; provided, however, you may offer for resale authorized products for certain programs approved by us. Such approval will not be unreasonably withheld and the decision to approve shall be based upon: (i) quality assurance; (ii) brand image; (iii) and such other factors as we determine. You also agree that you will not offer for sale or sell at the Store any other products or services.

12.2 Pizza Ingredients, Supplies and Materials.

All pizza and other food ingredients, beverage products, cooking materials, containers, packaging materials, other paper and plastic products, utensils, uniforms, menus, forms, cleaning and sanitation materials and other supplies and materials used in the operation of the Store must conform to the specifications and quality standards established by us from time to time. You must use in the operation of the Store boxes, containers and other paper or plastic products imprinted with the Marks as prescribed from time to time by us. We may in our sole discretion require that

ingredients, supplies and materials used in the storage, preparation, packaging, and delivery of pizza and other authorized food products be purchased exclusively from us, our affiliates or from approved suppliers or distributors. You agree to request delivery of food products to the Store in quantities and in a manner that is consistent with policies prescribed from time to time by us. Any ingredient, supply or material not previously approved by us as conforming to our specifications and quality standards must be submitted for examination and/or testing prior to use. We reserve the right from time to time to examine the facilities of any approved supplier or distributor, including the commissary operated by you, if any, and to conduct reasonable testing and inspection of the ingredients, materials or supplies to determine whether they meet our standards and specifications. We also reserve the right to charge fees for testing and evaluating proposed suppliers or distributors and examining and inspecting commissary operations and to impose reasonable limitations on the number of approved suppliers or distributors of any product. Approval of a supplier or distributor may be conditioned on requirements relating to frequency of delivery and standards of service including prompt attention to complaints and the ability to service and supply Stores within areas designated by us.

13. ADVERTISING AND PROMOTION.

13.1 By DPF.

We or our designee will from time to time formulate, develop, produce and conduct advertising and promotional programs in the form and media as we or our designee determines to be most effective. You agree to participate in all national and local and regional advertising and promotions as we determine to be appropriate for the benefit of the Domino's System. We reserve the right, in our sole discretion, to determine the composition of all geographic territories and market areas for the development and implementation of advertising and promotion programs. All costs of the formulation, development and production of any such advertising and promotion (including without limitation the proportionate compensation of our employees who devote time and render services in the formulation, development and production of such advertising and promotion programs or the administration of the funds), will be paid from a separate fund administered by a separate not for profit entity (the "Advertising Fund"). You will be obligated to pay four percent (4%) of the weekly royalty sales of the Store to the Advertising Fund. Your contribution to the Advertising Fund must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. All Domino's Pizza Stores owned by us or our affiliates will contribute to the cost of such advertising and promotion programs on at least the same basis as the majority of domestic franchisees in the Domino's System. We will submit to you upon request an annual statement of monies collected and costs incurred by the Advertising Fund. We reserve the right to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs, the cost of such services to be payable from the Advertising Fund.

You acknowledge and understand that the Advertising Fund is intended to maximize general public recognition and patronage of the Marks in the manner determined to be most effective by us and our affiliates and that neither we nor our affiliates undertake any obligation in developing, implementing or administering these programs to ensure that expenditures which are

proportionate or equivalent to your contributions are made for the market area of the Store or that any Domino's Pizza Store will benefit directly or pro rata from the placement of advertising or from other promotional programs.

From time-to-time we may, in our sole and absolute discretion, apply, collect or retain all or part of up to two percent (2%) of royalty sales that you are required to contribute or spend under Section 13.2 for expenditure by the Advertising Fund under this Section 13.1 (a "Roll-Up"). In the event of a Roll-Up, all contributions or payments made by you under Section 13.2 and allocated to the Advertising Fund ("Allocated Funds") shall be construed as if such Allocated Funds were made to the cooperative or for local advertising expenditures for purposes of determining your amount of contribution or payments to your cooperative or your required expenditures under Section 13.2.

In the event we commence a Roll-Up, we may continue such Roll-Up for a period of up to five (5) years commencing on the Roll-Up commencement date (the "Roll-Up Commencement Date") and ending on the day before the fifth (5th) anniversary of the Roll-Up Commencement Date, and, thereafter, we can continue such Roll-Up for additional periods of up to five (5) years each unless the cumulative domestic same-store sales percentage change reported by Domino's Pizza, Inc., measured from the Roll-Up Commencement Date until the last day of the fourth year of any such five year Roll-Up period (the "Same Store Sales Change"), shall be less than one-tenth of one percent (0.1%). If the Same Store Sales Change is less than one-tenth of one percent (0.1%), we can, nevertheless, continue the Roll-Up for additional periods of up to five (5) years unless (a) during the first (1st) quarter of the fifth (5th) year of such a Roll-Up, a vote is requested in writing by any franchisee in good standing (including, but not limited to, any franchisee not then in default) and operating under this provision, and (b) sixty-five percent (65%) of Domino's Pizza stores in good standing and operating under this provision vote to suspend such Roll-Up (a "Suspension Vote"). If there is a Suspension Vote, then such Roll-Up shall be suspended (the "Suspension") at the conclusion of the fifth (5th) year of such Roll-Up. Such Suspension shall remain in effect until sixty-five percent (65%) of Domino's Pizza Stores in good standing and operating under this provision vote to reinstate our ability to commence a Roll-Up (the "Reinstatement Vote") after which our ability to effectuate a Roll-Up will be as described above until such time that it is suspended pursuant to this Section 13.1. For purposes of the Suspension Vote and the Reinstatement Vote, all Domino's Pizza Stores in good standing and operating under this provision at the time of such vote and all corporate or affiliate owned Domino's Pizza Stores shall be entitled to vote on the basis of one vote per Store.

13.2 Local and Regional Advertising Cooperatives.

We reserve the right to require that you participate in local and regional advertising cooperatives administered by us or our affiliates or other franchisees of the Domino's System or, in the event no such cooperative has been established, to require you to conduct local advertising for your Store. In addition to the advertising contribution payable by you under Section 13.1, you agree to pay any contributions that we require you to make for expenditures by these local or regional cooperatives or that may be otherwise approved by these cooperatives or for local advertising if no cooperative exists. If there is no advertising cooperative or if the Domino's Pizza Stores participating in a cooperative have not agreed upon a percentage of royalty sales to be contributed to the cooperative, you must expend or contribute to the cooperative, respectively, an

amount we specify up to and including two percent (2%) of royalty sales. If a cooperative exists and sixty-five percent (65%) or more of the Domino's Pizza Stores agree to contribute or are contractually obligated to contribute a specified percentage of royalty sales to the cooperative, then we can require you to make the same percentage contribution to the cooperative as the other Stores in the cooperative. All Domino's Pizza Stores participating in a cooperative shall contribute no less than 2% of royalty sales. All Stores which are contractually obligated to contribute the specified percentage of royalty sales voted upon by the cooperative shall be counted as a favorable vote, whether or not they attend or vote at the meeting. We agree that the maximum aggregate amount we can obligate you to contribute for advertising and promotion under this Section 13.2 and Section 13.1 will be nine percent (9%) of the royalty sales of your Store. All contributions payable under this Section 13.2 must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. Nothing contained in this Section 13.2 shall limit, affect or supersede any obligation on your part to contribute a greater percentage of the royalty sales of the Store pursuant to any separate agreement or understanding you may have with any such local or regional advertising or promotional cooperative. We reserve the right, on our behalf and on behalf of our affiliates, to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs for the cooperatives or for local advertising if no cooperatives exists with the cost of these services payable from the cooperative advertising budget or contributions made by you in accordance with this provision.

13.3 By Franchisee.

All of your advertising, promotions and media relations, including, but not limited to, all public relations, social media, events and all advertising and promotions conducted by you or your employees whether through public appearances or in print, or on radio, television, the Internet, and other electronic media ("Your Advertising"), must be completely factual and shall conform to the highest standards of ethical advertising and be consistent with the then current image and policies relating to advertising and promotional programs of a Domino's Pizza Store. In the event Your Advertising, in our judgment, is deemed to be inappropriate in any way, you shall immediately terminate or remove Your Advertising upon receipt of notice from us. We do not assume any of your duties and responsibilities related to Your Advertising.

14. RECORDS AND REPORTS.

14.1 Bookkeeping and Recordkeeping.

You agree to establish and retain a bookkeeping, recordkeeping, computer and point of sale system (including a record of the names, addresses, telephone numbers and order history of the customers in your Store's delivery area all in form and format designated by us) conforming to the requirements prescribed by us, relating, without limitation, to the use and retention of daily sales information, counts of pizza types and other approved menu items sold, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, checks and credit card sales, journals and general ledgers, including any comparable electronically generated information or any supporting records or materials we may require or prescribe. You agree to retain all business records and reports

(whether paper or electronically generated) relating to the Store in accordance with record retention policies and guidelines prescribed by us, from time to time, and for the time limits required by all applicable laws, ordinances and regulations. You also agree to maintain an emergency back-up order taking system and other back-up operational procedures identified by us in accordance with policies and procedures we may prescribe from time to time. You agree that we shall have full access, either on-site or from a remote location, to all of your computer data, equipment and systems containing any and all of the information, records and reports required by this Section 14.1 or any other provision of this Agreement or any other agreement with our affiliates. In addition, you agree to provide us with access to all such data, equipment and systems to facilitate the exchange of information you are required to provide us under this Agreement. Any information provided by you shall be used by us in a lawful manner.

14.2 Sales Reports and Financial Statements.

You agree to submit to us, in accordance with requirements prescribed by us from time to time and in a format which we may designate from time to time:

(a) with the royalty fee due, a weekly report of the sales of the Store and all other information and supporting records as we may require;

(b) within sixty (60) days of the end of each fiscal year of the Store;

(i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the year and an unaudited annual statement of profit and loss and financial condition of the Store prepared on an accrual basis;

(ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the year and an unaudited statement of profit and loss of the corporation, partnership or approved entity prepared on an accrual basis; and

(iii) if you have additional Domino's Pizza Stores, a consolidated statement of profit and loss for all of your operations, including any additional Domino's Pizza Stores which you own and all administrative and commissary operations. The statements must be prepared in accordance with generally accepted accounting principles by an accountant in the manner prescribed by us;

(c) promptly upon our request and within twenty (20) days of the end of the month or period, in the manner as we may prescribe, and continuing for such period of time as we may from time to time designate:

(i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the Store prepared on an accrual basis for each month or period;

(ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the

corporation, partnership or approved entity prepared on an accrual basis for each month or period; and

(iii) a consolidated statement of profit and loss for all of your Domino's Pizza Stores for each month or period;

(d) if you are in default under any of the terms or conditions of this Agreement, statements submitted on a quarterly basis affirming that all federal, state and local taxes have been paid;

(e) upon our written request, exact copies of your and your owners federal, state and local business income tax returns and state sales tax or equivalent tax returns for any period; and

(f) such other information as we may reasonably require to determine you and your owners' compliance with this Agreement or to assist you in the operation of the Store or to otherwise evaluate the performance of the Store, including information about the sales and receipts of the Store.

14.3 Right to Require Audit.

We reserve the right to audit the sales reports, financial statements, tax returns, information from the Store's computer system, and any other records you are required to retain or submit to us. In the event any audit discloses an understatement of the royalty sales of the Store for any period or periods (regardless of whether the understatement is intentional or not), we shall have the right to require that you pay on the amount of such understatement the royalty fee of five and one-half percent (5-1/2%), all advertising contributions due under this Agreement and the amount, if any, required to be paid to your local or regional cooperative as provided in this Agreement, plus interest due. Further, in the event such understatement for any period or periods shall be two percent (2%) or more of the royalty sales of the Store or such inspection or audit is made necessary by your intentional or negligent underreporting (including, without limitation, underreporting that arises out of your insufficient supervision of your employees) or your failure to furnish reports, supporting records, financial statements or other information required by this Agreement or to furnish these reports, records, information or financial statements on a timely basis, you will be obligated to reimburse us for the cost of the audit, including the charges of any independent certified public accountant used and the travel expenses, room and board and compensation of our employees or anyone we engage to conduct the audit. In the event you dispute the results of any audit conducted by us or our representatives, you will have the right, upon written notice to us within ten (10) days of your receipt of the results of our audit, to have the results verified by an independent certified public accounting firm selected by our outside accounting firm. The expense of this audit shall be borne by you unless this further audit discloses that no deficiency is due in which case we will be obligated to pay for the audit. We will notify you within ten (10) days of our receipt of your notice when the independent audit will commence. You agree to cooperate with all personnel conducting the audit. The results of the independent audit shall be binding upon the parties. You agree to pay any deficiencies within ten (10) days after

receipt of our audit or, if applicable, the independent audit requested by you. You acknowledge and agree that conducting an audit as authorized by this section is one but not the only way we may determine or establish that you have underreported the royalty sales of the Store for any period or periods. You and your owners agree to fully comply and cooperate with any and all audits, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

15. OPERATING REQUIREMENTS.

15.1 Operating Procedures.

You agree to fully comply with all specifications, standards and operating procedures and rules from time to time prescribed for the operation of a Domino's Pizza Store, including, but not limited to, specifications, standards and operating procedures and rules relating to:

(a) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, (including computer hardware, software, peripheral devices, high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources), image, fixtures, furniture, decor and signs;

(b) qualifications, dress, grooming, general appearance and demeanor of you and your employees, including, but not limited to, engaging in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude;

(c) quality, taste, portion control and uniformity, and manner of storage, preparation and sale, of all pizza and other authorized food and beverage products sold by the Store and of all ingredients, supplies and materials used in the storage, preparation, packaging and sale of these items;

(d) methods and procedures relating to receiving, preparing, delivering and storing customer orders, including without limitation, online ordering;

(e) the hours during which the Store will be open for business;

(f) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;

(g) the handling of customer complaints;

(h) advertising on the Internet or other electronic media, including websites, home pages and the use of domain names;

(i) e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to

facilitate communication with us or our offices, including the exchange of information between the Store and us; and,

- (j) the method and manner of payment which will be accepted from customers.

By entering into this Agreement, you agree to abide by these specifications, standards, operating procedures and rules and to fully adopt and implement them.

15.2 Compliance with Laws and Other Business Practices.

You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or our affiliates or subsidiaries or pursuant to any agreement with any other creditor or supplier of the Store. You shall file all tax returns and pay all taxes before they become delinquent. You agree not to permit any levy or warrant to be issued by any taxing authority or other creditor, (excluding mechanics liens and other immaterial liens), against any of your assets, nor allow any of your assets to be seized or frozen by any taxing authority or other creditor. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis.

You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. Without limiting the generality of other provisions of this Agreement, you agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, demands, duties, obligations, damages, fines and/or penalties imposed upon you as a result of non-compliance with the Payment Card Industry requirements.

You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store,

violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

15.3 Pricing.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services, including pricing we prescribe from time to time for any national, regional or local advertising or promotion.

15.4 Operating Manual.

We will loan to you during the term of the franchise one or more copies of an operating manual or operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules prescribed from time to time by us and information relative to your other obligations under this Agreement and the operation of the Store (the "Operating Manual"). We will provide you with a manual or electronic copy of the Operating Manual. The entire contents of the Operating Manual will remain confidential and are proprietary to us and our affiliates. We will have the right to add to and otherwise modify the Operating Manual from time to time, if deemed necessary to improve the standards of service or product quality or the efficient operation of the Store, to protect or maintain the goodwill associated with the Marks, to take advantage of advancements in technology, or to meet competition. No such addition or modification, however, shall alter your fundamental status and rights under this Agreement. The provisions of the Operating Manual as modified from time to time, including the mandatory specifications, standards and operating procedures and rules prescribed from time to time by us and communicated to you in writing, will constitute provisions of this Agreement as if contained in this Agreement.

15.5 New Concepts.

If you develop any new concept, process or improvement or any slogan in the operation or promotion of the Store, or technology used in connection with the operation of the Store, you agree to promptly notify us and provide us with all necessary information without compensation. You acknowledge that any such concept, process, improvement or slogan shall become our property and that we may utilize or disclose this information to our affiliates and other franchisees.

15.6 Franchisee Must Directly Supervise Store.

The Store shall at all times be under the direct, on-premises supervision of you (or the Controlling Person if you are an Approved Entity). You (or the Controlling Person if you are an Approved Entity) must devote full time and efforts (excluding reasonable vacation periods) as manager of the Store or to the management of other Domino's Pizza Stores (or other related activities approved by us in accordance with Section 7.1 of this Agreement). You shall be solely responsible for recruiting, hiring, training, scheduling for work, supervising and paying the persons who work in the Store and those persons shall be your employees, and not our agents or employees. Further, neither you nor any of your owners may, during the term of this Agreement, without our prior written consent, which may be withheld in our sole judgment, (i) engage, or own any interest, in any other business activity, (ii) be employed by any other business, (iii) engage in any activity

which may impair your ability to fulfill your obligations under this Agreement, or (iv) engage in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude.

If you own more than one (1) Store, each Store must also be under the direct, on-premises supervision of a manager, whose conduct (including, without limitation, acts or failure to act) you will be responsible for, and:

- (a) who has been properly trained by you on all specifications, standards, operating procedures and rules from time to time prescribed for the operation of a Domino's Pizza Store including, without limitation, proper reporting of royalty sales;
- (b) whose identity has been disclosed to us; and
- (c) who shall have executed, upon our request, an agreement in the form provided by us agreeing not to divulge any trade secret or confidential or proprietary information, including the contents of the Operating Manual, or to engage in or have any interest in any other carry-out or delivery pizza store business.

15.7 Insurance.

You shall at all times during the term of the franchise maintain in force at your sole expense:

- (a) property insurance on a replacement cost basis at a minimum limit based on the total value of your assets (including, but not limited to, fire, extended coverage, vandalism and malicious mischief),
- (b) general liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, coverage for personal injury, products and contractual liability),
- (c) automobile liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, owned automobiles titled or leased in the name of you or your owners and used at any time, whether principally or occasionally in your business, hired and non-owned coverage). If you or your owners do not use a vehicle owned or leased in the name of you or any of your owners in your business, you must provide written evidence of that fact, satisfactory to us, and
- (d) workers' compensation insurance (in your name) as required by applicable law. If no such law exists, then you must participate in such other comparable insurance or benefit programs for your employees as required by us. If your state recognizes and permits self insurer programs, your participation in such a program will satisfy our requirements under this subsection (d). If deductible plans are approved and used in your state, coverage may be purchased on this basis subject to the requirements of your insurance carrier.

All liability insurance policies must name us, and any subsidiaries and affiliates which we designate, as additional insureds entitled to the coverage afforded to all named insureds, without regard to any other insurance or self-insured program which we or our affiliates or subsidiaries may have in effect, and also provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation, modification or reduction in coverage or limits of any such policy. The terms and conditions of all such policies, including the amount of any deductibles, shall be consistent with the requirements prescribed from time to time by us. You agree to promptly pay when requested by the insurer the amount of the deductible applicable to, and in the event of, any covered loss.

All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated B+ or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish from time to time. We may also reasonably increase the minimum liability "limit" protection requirement annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product or motor vehicle litigation or other relevant changes in circumstances. You must submit to us annually a copy of the certificate of insurance or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies, which must describe the applicable deductibles for each such policy. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option and in addition to other rights and remedies we may have, obtain insurance coverage, on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us on demand any costs and premiums incurred by us. Your obligation to obtain and maintain the insurance described in this Agreement shall not be limited in any way by reason of any insurance maintained by us.

15.8 Identification as Franchisee.

You agree to exhibit (a) on the Store premises and (b) on all delivery vehicles (or on car top signs on all delivery vehicles) signs of sufficient prominence and wording as we may prescribe from time to time so as to advise the public that the Store is owned, operated and maintained by you and that each such delivery vehicle is owned, operated and maintained by you or the driver of the vehicle, as the case may be. All business cards, letterheads and other business materials shall clearly identify that you are the owner of the Store in accordance with the rules or policies we may establish from time to time in the Operating Manual or otherwise in writing. In addition, subject to rules and policies that may be established from time to time, all local advertising, including yellow page listings and advertisements that are placed by you or on your behalf, and which do not contain phone numbers or addresses that are associated with stores that we own or operate, shall either indicate that you are the owner of the store or stores in the print material, or that the store or stores are locally owned and operated.

15.9 Computer Hardware and Software and Other Technology.

15.9.1 Brand Technology.

You agree to use in the development and operation of the Store the management system and computer hardware and software and related technology designated by us, including without

limitation, features such as high speed broadband connectivity, high speed broadband monitoring, online ordering, methods and means of encryption and access to our network resources, and other brand technology and peripheral devices that we specify from time to time (the "Brand Technology"). You acknowledge that we may modify all aspects and the components of the Brand Technology from time to time. As part of the Brand Technology, we may require you to obtain computer hardware and/or software we specify from a single vendor designated by us and we or our affiliates may be the sole supplier of all or any part of the Brand Technology. You agree to use only such items and services as we specify in connection with the Brand Technology. We may require that you enter into a license exclusively with us or our affiliates to use proprietary software developed by or for us. You may also be required to enter into agreements with others for use of third party software incorporated or used in connection with the Brand Technology. Our modification of such specifications or components for the Brand Technology may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Brand Technology during the term of this Agreement. You acknowledge that the cost to you of obtaining the Brand Technology (including software licenses) (or additions, substitutions, replacements or modifications thereto) may not be fully amortizable over the remaining term of this Agreement. Nonetheless, subject to the provisions of Section 15.9.2 below, you agree to incur such costs in connection with obtaining the computer hardware and software comprising the Brand Technology (or additions, substitutions, replacements or modifications thereto). You further acknowledge and agree that we have the right to charge reasonable fees for software or systems modifications and enhancements specifically made for us that are licensed to you and other maintenance and support services that we or our affiliates furnish to you related to the Brand Technology. You may also incur charges from third parties who render services or provide products that we require you to purchase or use. We shall have independent access through monitoring programs or otherwise to data on your Brand Technology, including sales figures. There are no contractual limitations on our right or timing to access this information and data.

Without limiting the generality of the foregoing, we reserve the right to require you to acquire, install and continuously use the Domino's PULSE store computer system and to obtain a license to use the software from us or our affiliate by signing our standard license agreement and to acquire hardware approved by us from a vendor or vendors which we designate. We also reserve the right to require you to participate in online ordering by entering into an agreement with an approved online ordering service company that we designate. You will be responsible for the fees and charges associated with your use of online ordering and the requisite internet usage and connections, including the fees charged by the service provider. We may also require that you continuously maintain high speed broadband connectivity, where available and to charge you a reasonable fee if you do not maintain high speed broadband connectivity, which you agree to pay on demand. You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the Domino's System; and you agree to abide by and fully adopt and implement those reasonable new standards established by us as if this Section 15.9.1 were periodically revised by it for that purpose.

15.9.2 Aggregate Expenditures for Brand Technology.

You will not be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. This limitation shall not apply to our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology upon execution of this Agreement nor shall the provisions of any prior franchise agreement governing the operation of the Store restrict our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology under the terms of this Agreement.

15.9.3 Domino's PULSE and Other Computer and Technology Training.

If you (or the Controlling Person if you are an Approved Entity) have not installed and used Domino's PULSE, or any other computer system or technology that we require, in a Domino's Pizza store, you (or the Controlling Person) must enroll in and complete all training programs and classes which we require for the operation of Domino's PULSE, or any other computer system or technology. These training programs and classes will be furnished at such times and places as designated by us or the entity or entities that we approve to provide the training. We may furnish training. The entity furnishing the training (including us) has the right to charge a reasonable training fee for these training programs or classes, which you agree to pay. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

15.9.4 Additional Order Processing Systems.

We reserve the right to develop or contract with third parties to develop centralized or technology based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively "Additional Order Systems"). These may become mandatory at any time during the term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Additional Ordering System we shall be the sole owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Additional Ordering Systems, but excluding hardware or equipment you purchase directly for the purpose of gaining access to the Additional Ordering System.

16. MARKS.

16.1 Usage.

You acknowledge that we have the right to sublicense the Marks and that any goodwill relating to your use of the Marks will inure to our benefit and the benefit of our affiliates. You shall use the Marks in full compliance with rules prescribed from time to time by us. You agree not to engage in any conduct which, in our sole judgment, could disparage or impair the reputation of the Store or the Domino's System or the goodwill associated with the Marks. You understand and acknowledge that our right to regulate the use of the Marks, includes, without limitation, any use of the Marks in any form of electronic media such as web sites or web pages or as a domain name or electronic media identifier. Any unauthorized use of the Marks will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You will not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols or in conjunction or association with any name or symbol used by you in connection with the operation of the Store, nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All provisions of this Agreement applicable to the Marks will apply to any additional proprietary trademarks and commercial symbols we hereafter authorize you to use.

16.2 Infringements.

You agree to immediately notify us of any infringement of or challenge to your or our use of any Mark or claim by any person of any rights in any Mark. You agree that you will not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or Patent and Trademark Office or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any such litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain our interest in the Marks.

16.3 Indemnification.

We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of the use of any Mark in compliance with this Agreement. If it becomes advisable at any time in our sole discretion for you to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, you agree to do so and our sole obligation will be to reimburse you for your tangible costs of complying with this obligation.

17. INSPECTIONS.

We or our designee will have the right at any time during business hours and without prior notice to conduct reasonable inspections of the Store, its operations and its business records, including, but not limited to, information from the Store's computers, and records and documents

relating to the ownership and control of the Approved Entity and any other entity that has an interest in the operation of the Store, wherever located and to take a physical inventory of the assets of the Store. You agree that we may conduct all or part of an inspection, either on-site or from a remote location. Inspections of the Store will be made at our expense, unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation the travel expenses, room and board and compensation of our or our designee's employees. You and your owners agree to fully comply and cooperate with any and all inspections, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

18. TERMINATION AND EXPIRATION.

18.1 Termination By Franchisee.

If you are in compliance with this Agreement and we breach this Agreement and fail to cure any breach within thirty (30) days after written notice is delivered to us, you may terminate this Agreement and the franchise effective ten (10) days after delivery of notice to us. A termination of this Agreement and the franchise by you without complying with these requirements or for any reason other than our breach of this Agreement and our failure to cure the breach within thirty (30) days after receipt of written notice from you shall be deemed a termination by you without cause and not in accordance with the provisions of this Agreement.

18.2.1 Immediate Termination By DPF - Upon Written Notice.

We shall have the right to terminate this Agreement effective upon delivery of notice of termination to you, if:

(a) you or any of your owners have made any material misrepresentation on any record or report required by us under this Agreement or on your application for the franchise, or in any other application submitted to us;

(b) you do not open the Store within six (6) months from the date of this Agreement;

(c) you or any of your owners is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay his or her debts as they become due, or a petition under any bankruptcy law is filed against you or any of your owners or a receiver or other custodian is appointed for a substantial part of the assets of the Store;

(d) you abandon or fail to continuously and actively operate the Store, or, without our prior written consent, permit any person other than a qualified employee designated by you, whose identity has been disclosed to us, to operate the Store in your absence;

(e) the lease or sublease for the Store is terminated or cancelled or you are unable to renew or extend the lease or sublease or you fail to maintain possession of the

Store premises unless you are permitted to relocate the Store under Section 7.2 of this Agreement;

(f) you or any of your owners is convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks or you or any of your owners engages in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct misrepresentation or moral turpitude;

(g) you intentionally or negligently under-report the royalty sales of the Store for any period or periods;

(h) you or any of your owners violates any of the restrictions contained in Section 20 or 21 of this Agreement;

(i) you intentionally or on more than one occasion during the term of this Agreement, violate any Child Labor Laws in connection with your operation of the Store;

(j) an audit by us discloses an understatement of royalty sales and you fail to pay to us the applicable royalty fee and advertising contribution and interest due within ten (10) days after receipt of the final audit report;

(k) the interest of a deceased or permanently disabled person is not disposed of in accordance with the terms of this Agreement;

(l) you or any of your owners fail on three (3) or more occasions during any twelve (12) month period to comply with any one or more provisions of any franchise agreement for the Store (which includes not only this Agreement but also the franchise agreement in force immediately prior to this Agreement if this Agreement has been in effect for less than twelve (12) months) including without limitation, your obligation to submit when due, sales reports or financial statements, to pay when due the royalty fees, advertising contributions or other payments to us or our affiliates or subsidiaries or any other creditors or suppliers of the Store, whether or not such failure to comply is corrected after notice is delivered to you; or

(m) any of your assets or items used in the operation of the Store are seized or you are otherwise denied the use of the property or access to the Store because of your failure to pay any taxing authority or any amount due a creditor of the Store, or because of any other act or omission of you or any of your owners; or, you fail to notify us of a tax levy or delinquency.

(n) you fail to cease operating the Store, or fail to correct the conditions in the Store causing a present threat of imminent danger to public health or safety, after notice to you as provided in Section 18.2.3 of this Agreement;

(o) we have granted you permission to either repair, restore, reconstruct or relocate the Store, as provided in Section 7.2 of this Agreement, and you fail to complete

the action we have permitted, within six (6) months after its closure; or

(p) you or your owners violates any of the anti-terrorism provisions contained in Section 15.2 of this Agreement.

18.2.2 Termination By DPF - After Opportunity to Cure.

We shall have the further right to terminate this Agreement effective upon delivery of notice to you, if:

(a) you fail to obtain or maintain insurance required by us and you do not correct this failure within forty-eight (48) hours after written notice is delivered to you; provided, however, that we shall not exercise our right to terminate this Agreement if you immediately cease operating the Store and obtain all such insurance within ten (10) days after written notice is delivered to you;

(b) you fail to comply with any provision of this Agreement or any specification, standard or operating procedure or rule prescribed by us which relates to the use of any Mark, safety and security, or the quality of pizza or other authorized food products or any beverage sold by you or the cleanliness and sanitation of the Store and you do not correct this failure within seven (7) calendar days after written notice is delivered to you;

(c) you or your affiliates fail to pay when due any amount owed to us, our affiliates or subsidiaries, or any creditor or supplier or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through formal proceedings) and you or your affiliates do not correct such failure within ten (10) calendar days after written notice is delivered to you; or

(d) you or any of your owners fails to comply with any other provision of this Agreement or any specification, standard or operating procedure and fail to correct this failure within thirty (30) calendar days after written notice is delivered to you.

18.2.3 Immediate Cessation of Operations.

In the event that the conditions of the Store or operations at the Store, in our judgment, present a threat of imminent danger to public health or safety, we may require the immediate cessation of operations at the Store upon delivery of a notice to you or the Store. The notice shall contain the reason we believe immediate cessation of operations is required. The parties shall address the conditions and develop a plan to correct all deficiencies within seven (7) days of the delivery of the notice.

18.3 Obligations Upon Termination or Expiration.

Upon termination or expiration of this Agreement, you agree to:

(a) immediately return to us all copies of the Operating Manual and cease use of and deliver to us all Customer Lists (as hereinafter defined in Section 20.5);

(b) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any Mark;

(c) notify the telephone company, postal service, and all listing agencies in writing of the termination or expiration of your right to use all telephone numbers, post office boxes, and all classified and other directory listings relating to the Store and to authorize in writing the transfer of these to us or our franchisee or designee. You acknowledge that we have the sole rights to and interest in all telephone numbers, post office boxes, and directory listings relating to any Mark, and you authorize us to direct the telephone company, the postal service, and all listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us, our franchisee or designee and if you fail or refuse to do so, the telephone company, postal service, and all listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct the transfer. Upon execution of this Agreement or at any time thereafter, you agree to execute any written authorizations or pre-approved authorizations in the form prescribed by us directing the telephone company, postal service, and any listing agencies to transfer all telephone numbers, post office boxes, and directory listing to us, our franchisee or designee upon the occurrence of any such termination or expiration;

(d) immediately pay all royalty fees, advertising contributions and other charges which are due and owing under this Agreement;

(e) immediately cease using the Marks and identifying yourself as a Domino's Pizza Store or as being associated with the Domino's System, including, without limitation, disabling and ceasing to permit the continued operation of any website relating to the Store or the Domino's System or which utilizes the Marks;

(f) if you retain possession of the Store premises, at your expense, make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us or our designee including, without limitation, the proportionate compensation of our or our designee's employees who devote time and render services in the de-identification of the Store; and

(g) make the Store accessible and available for us to operate pursuant to Section 19.8 of this Agreement if we elect to do so.

19. OPTION TO PURCHASE STORE.

19.1 Option.

Upon the termination or expiration of this Agreement, except termination by you for cause, we shall have the exclusive option, but not the obligation, to purchase the assets of the Store. For

purposes of this section, the term "assets" shall mean the equipment, inventory, leasehold interests and improvements and favorable rights and covenants of the Store, but exclusive of delivery vehicles. Our option shall commence upon expiration of this Agreement or on the date of termination as applicable, and shall continue for thirty (30) days thereafter, subject to extension as provided in this Section. You agree that if the termination is stayed, either by us or by judicial proceedings, or if we are not permitted to manage the Store pursuant to section 19.8, we will not be able to exercise our option within the 30 day period and you also agree that under those circumstances our option to purchase shall be extended, without further notice to you, for an additional time which shall include the entire time we are unable to exercise our option.

19.2 Formula Price.

The purchase price for these assets shall be equal to fifteen percent (15%) of the first Three Hundred Thousand Dollars (\$300,000.00) of royalty sales ("Base Amount") of the Store during the fifty two (52) full weeks immediately preceding the date of termination or expiration plus twenty-five (25%) of royalty sales in excess of the Base Amount up to Five Hundred Thousand Dollars (\$500,000.00) ("Second Level Base Amount") during this period plus fifty percent (50%) of royalty sales in excess of the Second Level Base Amount during this period. The purchase price shall be allocated among the assets and covenants in the manner prescribed by us.

If the Store has been in operation less than fifty two (52) full weeks, the option price shall be the documented cost of the Store. The term "cost" shall be defined as your documented expenditures for the equipment, inventory and leasehold improvements of the Store, but shall not include any charges for labor performed by you or your family members in connection with the development of the Store or any undocumented costs.

19.3 Purchase of Commissary.

In the event you operate a commissary in connection with the Store, we shall also have the option to purchase the assets of the commissary. The purchase price for the assets of the commissary will be the net book value (based upon a seven year depreciation schedule).

19.4 Deductions From Purchase Price.

In the event we elect to purchase the assets of the Store, the purchase price will be reduced by:

- (a) the total current and long term liabilities of the Store assumed by us as described below; and,
- (b) the amount necessary to upgrade and renovate the Store to meet our then current standards for a Domino's Pizza Store; and,
- (c) our reasonable attorney's fees incurred in connection with enforcing this Agreement or in securing possession of the Store.

We will assume all current and long term liabilities, whether or not included on your financial statements up to the amount of the purchase price subject, however, to all defenses

available to you. Further, the amount we charge for upgrading and renovating the Store will not exceed one and one-half percent (1-1/2%) of the royalty sales of the Store from the date of opening to the date of termination or expiration reduced by an amount equal to the total expenditures made by you for renovation and upgrading of the Store at our request up to the date of termination or expiration.

19.5 Payment of Purchase Price.

The balance of the purchase price, after deductions described above will be payable as follows: ten percent (10%) of the balance at the time of closing and the remainder in sixty (60) equal monthly installments of principal plus interest at a rate of interest per annum equal to the prime lending rate charged by Morgan Guaranty Trust Company of New York (or other bank or financial institution we may designate) determined as of the closing date with annual adjustments based on the prime rate charged on each anniversary date. The first payment will be due on the first day of the second succeeding calendar month following closing and the remaining payments on the first day of each month thereafter. On the first payment date, interest from the date of closing shall also be paid. If we elect to pay the entire purchase price at closing, we shall have the right to escrow such portion of the purchase price as we deem appropriate for a period of six (6) months to cover liabilities of the Store. We shall notify you of claims asserted by creditors of the Store against the escrow monies. You shall have forty-eight (48) hours to settle any claim with such creditor prior to disbursement of funds from the escrow. If there is a good faith dispute between you and a creditor of the Store, you shall have thirty (30) days to reach a settlement with any such creditor as to the amount owed before we will disburse any escrow monies to such creditor. If you are unable to resolve the discrepancy with the creditor within the thirty (30) day period, we shall have the right to use the escrow monies to satisfy the claim of any such creditor. At the end of such six (6) month period, any remaining purchase price shall be remitted to you along with a statement prepared by us indicating the manner in which these funds were expended.

19.6 Real Property.

(a) In the event you or your owners own the real property on which the Store or commissary is located, and such property is not a multi-tenant unit, we will also have the exclusive option to purchase this property. We shall exercise this option within the same period of time as provided in section 19.1, as that time may be extended. The purchase price will be the fair market value as determined by an independent appraiser selected by both of us. If we cannot agree on an independent appraiser, we each shall select an independent appraiser who shall select a third independent appraiser. The independent appraiser selected by our appraisers shall determine the fair market value of the real property and his determination shall be final and binding on the parties, provided, in the event the independent appraiser does not render its appraisal within ninety (90) days of selection, the appraisal shall be made by the appraiser we have selected. The purchase price will be payable in full at the closing minus customary prorations including the pay-off of existing mortgage liens.

(b) If we do not elect to purchase the real property, or if the property is in a multi-tenant unit, we or our designee will have the option to enter into a lease for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used

by us or our affiliates in connection with Domino's Pizza Stores owned and operated by us or our affiliates. The rental under the lease for the initial five (5) year term shall be the fair rental value of the property as determined by an independent appraiser selected in the manner described above. The rental shall be modified during the second five (5) year option term by the percentage that the National Consumer Price Index for Urban Wage Earnings and Clerical Workers as determined by the United States Department of Labor for the region in which the Store is located (or a comparable index if such Index is not then being issued) has increased or decreased from the commencement date of the initial term until the last day of the initial term of the lease.

19.7 Closing.

The closing shall occur within thirty (30) days after we exercise our option to purchase the assets and/or real property or such later date as may be necessary to comply with applicable bulk sales or similar laws. At the closing, we both agree to execute and deliver all documents necessary to vest title in the purchased assets and/or real property in us free and clear of all liens and encumbrances, except those assumed by us and/or to effectuate the lease of the Store premises. You also agree to provide us with all information necessary to close the transaction. We reserve the right to assign our option to purchase the Store or commissary, if any, operated in connection with the Store (and the real property to the extent applicable) or designate a substitute purchaser for the Store. We agree, however, to be responsible for and shall guarantee payment of any deferred portion of the purchase price as provided in Section 19.5 of this Agreement in the event we designate a substitute purchaser of the assets of the Store. If you do not execute and deliver any documents required, by execution of this Agreement you irrevocably appoint us as your lawful attorney-in-fact with full power and authority to execute and deliver in your name all these documents. You also agree to ratify and confirm all of our acts as your lawful attorney in fact and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered by us in so doing.

19.8 Operation During Option Period.

We will have the right, upon written notice to you, to manage, or designate one of our affiliates to manage, the Store during the period in which we have the option to purchase the Store as provided in section 19.1 and for the period following the exercise of our option and prior to the closing, on the same terms and conditions as described in Section 21.7.

19.9 Formula Price.

The parties agree that the formula price described in this Section 19 is the agreed upon method of arriving at a price for the assets of the Store in the event we exercise the option contained in this Section 19 and is not to be deemed a conclusive indication of the value of the Store under other circumstances or where an agreement to purchase the Store has been negotiated by you or your owners.

20. RESTRICTIVE COVENANTS.

20.1 In-Term Covenant.

In addition to all other obligations in the Agreement, you agree that, during the term of this Agreement, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any other carry-out or delivery pizza store business (except for other Domino's Pizza Stores operated under franchise agreements entered into with us or other Domino's Pizza Stores in which you or your owners have an ownership interest).

20.2 Post-Term Covenant.

You agree that, for a period of one (1) year after termination or expiration of this Agreement, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any carry-out or delivery pizza store business located at the premises of the Store or within ten (10) miles of the premises of the Store (except for other Domino's Pizza Stores operated under franchise agreements with us or other Domino's Pizza Stores in which you or your owners shall have an ownership interest). The covenant contained in this section shall not be deemed to impair, modify or change any covenant not to compete contained in any agreement for the purchase and sale of the Store and shall be in addition to all other obligations you have under this Agreement to us or our affiliates upon termination or expiration of this Agreement.

20.3 Ownership of Public Companies.

The covenants contained in this Section 20 shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation whose stock is publicly traded.

20.4 Customer Lists and Trade Secrets.

You agree to maintain the absolute confidentiality of the Operating Manual and all other information concerning the Domino's System, whether provided by us or a third party, during and after the term of the franchise, disclosing this information to the other employees of the Store only to the extent necessary for the operation of the Store in accordance with this Agreement, and that you will not use the Operating Manual or such other information in any other businesses or in any manner not specifically authorized or approved by us in writing. The customer lists and all historical data relating to the sale of all pizza and beverage products at the Store (the "Customer Lists") also shall be deemed confidential and (a) you shall not use the Customer Lists in any other business or capacity; and (b) you shall maintain the absolute secrecy and confidentiality of the Customer Lists.

20.5 Owners of Approved Entity.

If you are an Approved Entity, the owners, by executing this Agreement, shall be bound by the provisions contained in this Agreement, including the restrictions set forth in this Section 20. Further, a violation of any of the provisions of this Agreement, including the covenants contained in this Section 20, by any owner shall also constitute a violation by you of your obligations under this Agreement.

20.6 Distribution of Products Related to the Domino's System.

During and after the term of this Agreement, you and your owners agree not to sell or otherwise distribute any products, or items bearing any of the Marks or which are used at any time in connection with any advertising, promotional or operational program other than to customers of your Store in the ordinary course of business or to another Domino's Pizza franchisee in good standing at the time of any proposed transfer approved by us.

20.7 Ownership Structure.

You, your owners and affiliates agree to fully comply with all rules, policies and procedures from time to time prescribed by us relating to the ownership structure of an Approved Entity. If you are an Approved Entity, you agree that the Controlling Person who has been approved by us will at all times during the term of this Agreement own and control fifty-one percent (51%) or more of the absolute voting and ownership interests of the Approved Entity, unless the Controlling Person obtains our prior written approval for a different ownership structure. You also agree to submit to us for our review and prior written approval any proposed change before attempting any change in the ownership or control of the Approved Entity or its affiliates, or any documents governing the ownership or control of the Approved Entity or its affiliates.

20.8 Non-Disclosure.

Except as may be required or permitted by applicable law, you agree that neither you nor your affiliates, owners, representatives, agents or employees will make any statements or communications, directly or indirectly, about us or our affiliates, officers, employees, franchisees (including you or your affiliates), businesses, properties, financial condition, sales trends, management, ownership, past or current business practices or strategies to any person, including, without limitation, the media or any financial analysts, whether verbally or in writing, including, without limitation, any communications or statements that would reasonably be expected to adversely affect our business or reputation or the Domino's System or shareholders of Domino's Pizza, Inc. or its affiliated companies.

20.9 Irreparable Injury and Injunctive Relief.

You acknowledge and agree that the provisions of this Section 20, including, without limitation, the provisions of Sections 20.1, 20.2, 20.5 and 20.9, are necessary to protect our legitimate business interests and the Domino's System, to prevent the unauthorized dissemination of marketing, promotional and other confidential information to our competitors and others outside of the Domino's System, to protect our trade secrets and the integrity of the Domino's System, and to prevent the duplication of the Domino's System. You also acknowledge and agree that damages

alone cannot adequately compensate us if there is a violation of these provisions by you or your owners, that we will suffer irreparable harm arising out of any such violation, and that injunctive relief against you and your owners is essential for the protection of us and our franchisees. Accordingly, we will have the right to petition a court of competent jurisdiction for injunctive relief against you and your owners without posting any bond or security whatsoever, in addition to all other remedies that may be available to us under this Agreement or applicable law.

21. ASSIGNMENT.

21.1 By DPF.

This Agreement is fully assignable by us and the assignee or other legal successor to our interests will be entitled to all of the benefits of this Agreement.

21.2 By Franchisee.

This Agreement is personal to you and your owners (if you are an Approved Entity). Accordingly, neither you nor any of your owners may assign or transfer this Agreement, any interest in this Agreement or, if you are an Approved Entity, any interest in an Approved Entity except as specifically authorized under this Agreement. A transfer of ownership of the Store (or its assets) may only be made in conjunction with a transfer of this Agreement. Any attempted assignment or transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement.

21.3 Assignment to an Approved Entity.

We will allow you to assign this Agreement and the Store (and its assets) to an Approved Entity for the convenience of ownership of the Store, provided:

- (a) the Approved Entity conducts no business other than the operation of the Store or other Domino's Pizza Stores (or other related activities authorized under this Agreement);
- (b) the Approved Entity is actively managed by you;
- (c) the person designated as the Controlling Person owns and controls not less than fifty-one percent (51%) of the general partnership interest of such partnership, the equity and voting power of all classes of issued and outstanding capital stock of such corporation, the membership interest in the limited liability company or the voting and ownership interests of such entity; and
- (d) all owners meet our requirements as established from time to time by us and agree to guarantee the obligations of the Approved Entity under this Agreement and to be bound by the terms of this Agreement in the manner prescribed by us.

If you are an Approved Entity or if this Agreement is assigned to an Approved Entity, you must comply with the requirements set forth in this Section 21.3 throughout the term of this Agreement. The organization documents of any Approved Entity owning the franchise, including

all stock certificates, shall recite that they are subject to all restrictions contained in this Agreement. We shall also have the right to require, as a condition of any assignment of this Agreement to an Approved Entity or the operation of the franchise by an Approved Entity, that the owners enter into a buy/sell agreement among themselves in a form and containing such terms as we prescribe for transfers of ownership interests in such Approved Entity. You shall provide us with all documents to be executed in connection with any such assignment and we shall use our reasonable efforts to approve or disapprove these within thirty (30) days after receipt.

21.4 Assignment or Transfer to Others.

We will permit sales, transfers or assignments of this Agreement or, if you are an Approved Entity, of an ownership interest in the Approved Entity to others provided:

- (a) you (and your owners) are not in default under this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store;
- (b) the proposed transferee or assignee (and its Controlling Person and all other owners if it is an Approved Entity) meets our then applicable standards for franchisees or owners;
- (c) the proposed transferee or assignee (and its owners) is not engaged in any other business activity without our prior written consent, except other Domino's Pizza Stores;
- (d) the proposed transferee or assignee (and its owners if it is an Approved Entity) must sign our then-current form of standard franchise agreement for a term equal to the remaining term of this Agreement or, at our election, the then current term if longer;
- (e) the proposed transferee or assignee (or the person designated by us) must complete all required training to the extent required by us;
- (f) at our request, the proposed transferee or assignee refurbishes the Store in the manner and subject to the provisions prescribed in Sections 9 and 15;
- (g) the proposed transferee or assignee pays us a transfer fee of \$1,500.00; and
- (h) this Agreement is terminated according to the terms of our customary form of mutual termination agreement and customary form of release.

The provisions of (d), (e), (f), (g), and (h) above shall not apply to an approved sale, transfer or assignment by an owner owning a forty-nine percent (49%) or less interest in the Approved Entity except that the proposed transferee or assignee must guarantee the performance by Franchisee of its obligations under this Agreement and agree to be bound by all of the provisions of this Agreement in the form prescribed by us. You must provide us with all documents to be executed by you and/or your owners and the proposed purchasers in connection with any transfer or assignment at least thirty (30) days prior to signing.

21.5 Death or Permanent Disability.

Upon your death or permanent disability or the death or permanent disability of the Controlling Person, this Agreement or the ownership interest of such deceased or permanently disabled Controlling Person must be transferred to a party approved by us. Any transfer, including, without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for transfers which are contained in this Agreement. Except as otherwise prescribed by us in writing, your personal representative or the personal representative of such Controlling Person shall submit to us a proposal meeting the requirements for transfer of this Agreement or such ownership interest within one hundred and twenty days (120) days of your death or permanent disability or the death or permanent disability of such Controlling Person. We agree to communicate our approval or disapproval of any such proposal within fifteen (15) days of receipt. We will not unreasonably withhold our consent to the transfer of this Agreement or such ownership interest to your spouse, heirs or relatives or the spouse, heirs or relatives of such deceased or permanently disabled Controlling Person, provided the requirements of Section 21.4 are satisfied. Your personal representative or the personal representative of such deceased or permanently disabled Controlling Person shall complete the transfer of this Agreement or such ownership interest within sixty (60) days from the date of our approval of any such proposal. Upon the death of any other owner, the interest of such owner shall be transferred within a reasonable time to a person meeting our requirements. All such transfers must also comply with Section 21.4 of this Agreement. Your or any of your owners' failure to transfer the interest in accordance with the provisions of this Section shall be considered a breach of this Agreement.

21.6 Definition of Permanent Disability.

You or your Controlling Person, will be deemed to have a "permanent disability" if you or your Controlling Person's usual, active participation in the Store as contemplated by this Agreement is for any reason curtailed for a continuous period of six (6) months.

21.7 Operation by DPF After Death or Permanent Disability.

We shall have the right to appoint a manager for the Store if in our judgment the Store is not being managed properly after your death or permanent disability or the death or permanent disability of the Controlling Person. Our right to appoint a manager for the Store includes the right to temporarily or permanently cease operations at the Store, if in our reasonable judgment continued operation of the Store will adversely affect the Marks, the long term reputation of the Store or the Domino's System, or present a risk to public health, welfare and safety, including the well-being of the employees of the Store. All funds from the operation of the Store during the management by our appointed manager will be kept in a separate fund, and all expenses of the Store including compensation, other costs, and travel and living expenses of our manager will be charged to this fund. We will charge a management fee of five and one-half percent (5 1/2%) (in addition to the royalty fee and advertising contributions payable under this Agreement) during the period in which the Store is managed on your behalf. In managing the Store, our obligation will be to use our reasonable efforts to ensure the Store is properly managed, and neither we nor our affiliates will be liable for any debts, losses or obligations of the Store, to any of your creditors for any products, materials, supplies or services purchased by the Store prior to or during the time of management by our appointed manager. If the separate fund that is established is insufficient to

pay the expenses of the Store, we will notify you or your executor, administrator, conservator or other personal representative and this person must deposit in the fund within five (5) business days, any amount required by us to attain a reasonable balance in the fund.

21.8 Right of First Refusal of DPF.

If you or your owners propose to sell or transfer all or any part of the Store (or its assets) or, if you are an Approved Entity, any ownership interest in an Approved Entity and you or your owners obtain a bona fide, executed written offer to purchase or otherwise transfer or acquire this interest, you or your owners are obligated to deliver a copy of the bona fide offer to us along with all documents to be executed by you or your owners and the proposed assignee or transferee. Our right of first refusal shall commence upon the date of our receipt of the following: (i) the bona fide, executed written offer to purchase, transfer or acquire; (ii) all documents to be executed by you or your owners and the proposed assignee or transferee; (iii) all documents related to the operation of the Store which you are required to provide us, including, but not limited to a current copy of the lease for the Store and such financial statements as are required of you under Section 14.2 of this Agreement; and (iv) your notice that you are specifically submitting the documents to give us the right to exercise our right of first refusal, and shall continue for a period of thirty (30) days thereafter. Failure to submit any one or more of the items, including the notice of the purpose of the submission, shall result in our right of first refusal being extended until 30 days after we receive all of the required documents and the notice. We shall exercise the right to purchase or otherwise acquire the Store (or its assets) or such ownership interest for the price and on the terms and conditions contained in the offer by giving written notice to you or your owners. We may substitute equivalent cash for any form of payment proposed in such offer or designate a substitute purchaser or transferee for the Store (or the assets) or the ownership interest being offered, provided that we will assume responsibility for the performance of any other purchaser we may designate. If the offer is to purchase the interest of a Controlling Person and is for less than all of the outstanding interests of the Approved Entity, we shall also have the right, during the same period of time described above and upon written notice to the other owners, to purchase or otherwise acquire the remaining shares of capital stock, partnership interest or membership interest at a per share or per unit or interest price (or other terms) equivalent to the price (or other terms) being offered under the bona fide offer to the Controlling Person. If we do not exercise this right of first refusal, the offer may be accepted by you or your owners, subject to our prior written approval as provided in this Agreement. If the offer is not accepted by you or your owners, within sixty (60) days, we will again have the right of first refusal to purchase or otherwise acquire the Store as described above. This section will not apply to transfers made in accordance with Section 21.3 of this Agreement.

22. CONTRACT INTERPRETATION AND ENFORCEMENT.

22.1 Effect of Waivers.

No waiver by us of any breach or a series of breaches of this Agreement shall constitute a waiver of any subsequent breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any right under this Agreement or to insist upon full compliance with our or

your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

22.2 Cost of Enforcement.

If any legal or equitable action is commenced, either to challenge, interpret, or to secure or protect our rights under or to enforce the terms of this Agreement, in addition to any judgment entered in our favor, we shall be entitled to recover such reasonable attorney's fees as we or anyone acting on our behalf may have incurred together with court costs and expenses of litigation.

22.3 Indemnification of DPF.

If we or any of our subsidiary or affiliated companies or any of our or their agents or employees are required to produce records or testify at trial or in deposition or are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding brought by any person or persons (including your employee or prior employee) or any other person or entity by reason of any claimed act or omission by you, your employees or agents, or by reason of any act or omission occurring on the Store premises, or in your delivery service area, or while on the way to or from the delivery service area, by reason of an act or omission with respect to the business or operation of the Store, including but not limited to acts or omissions arising out of the maintenance or use of a motor vehicle or while making a delivery or returning from making a delivery, or any limitations on delivery service, you shall defend and indemnify and hold us, our subsidiary and affiliated companies, or any of our or their agents or employees, harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on us, our subsidiary and affiliated companies, or any of our or their agents or employees, in connection with the testimony, production, investigation or defense relating to such claim or litigation or administrative proceeding. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

22.4 Construction and Severability.

Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice-versa. If any part of this Agreement for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. If any applicable law or rule requires a greater prior notice of the termination of or election not to renew this Agreement, or the taking of some other action than is required under this Agreement, the prior notice or other requirements required by this law or rule shall be substituted for the requirements of this Agreement. If any covenant in this Agreement which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity, prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, the parties agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. For purposes of this Agreement, the term "affiliate or affiliates" shall mean any entity or entities controlled by,

controlling, or under common control or common ownership with Franchisee (or any of its Owners) or DPF, as the case may be.

The rights and remedies of each party under this Agreement are cumulative, and no exercise or enforcement by a party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder.

22.5 Scope and Modification of Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties regarding the subject matter of this Agreement, provided that nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in any franchise disclosure document we delivered to you in connection with this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim or right under this Agreement, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation.

22.6 Governing Law.

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located.

22.7 Notices.

All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered when delivered to you or the Store by: (i) hand delivery; (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail; (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery; or (iv) one (1) day after transmission by facsimile or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section including, without limitation, e-mail, shall be addressed to us at our most current principal business address or to you at the most current principal business address, e-mail address or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

22.8 Independent Contractors.

The parties to this Agreement are independent contractors and no training, assistance or supervision which we may give or offer to you shall be deemed to negate such independence or create a legal duty on our part. Neither we nor any of our affiliates shall be liable for any damages

to any person or property arising directly or indirectly out of the operation of the Store, including but not limited to those damages which may occur while your employees are making or returning from making deliveries, or arising out of your delivery service policies. Nor shall we or any of our affiliates have any liability for any taxes levied upon you, your business, or the Store. The parties further acknowledge and agree the relationship created by this Agreement and the relationship between us is not a fiduciary relationship nor one of principal and agent. Furthermore, neither we nor our affiliates have any relationship with your employees and have no rights, duties, or responsibilities with regard to their employment by you. You acknowledge and agree that you do not have the authority to act for or on our behalf or to contractually bind us or our affiliates to any agreement. No party to this Agreement shall have any authority to assume any liability for the acts of the other, or to alter the legal relationships of the other. Only the named parties to this Agreement shall have rights hereunder and you shall not have any rights under any other franchise agreement to which you are not a party.

22.9 Standard of Reasonableness.

Unless otherwise stated in this Agreement, we agree to exercise reasonable judgment with respect to all determinations to be made by us under the terms of this Agreement.

22.10 Acknowledgment.

You acknowledge that you have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves business risks making the success of the venture largely dependent upon your business abilities. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have conducted an independent investigation of the Store's delivery and service area and are familiar with the boundaries and the nature and extent of any areas that might present a danger to you or your employees. In addition, you acknowledge and agree that this Agreement may not be modified, amended or changed except by a writing signed by all parties. You also acknowledge that this Agreement has been executed by us in the State of Michigan and that this Agreement is to be performed in part through services rendered in the State of Michigan.

22.11 Binding Effect.

This Agreement is binding upon the parties and their heirs, approved assigns and successors in interest.

22.12 Effective Date of this Agreement.

This Agreement shall become effective upon the date of its acceptance and execution by us.

DOMINO'S PIZZA FRANCHISING LLC**FRANCHISEE:**By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

DATE OF STORE OPENING

COVENANTS OF OWNERS

The undersigned individuals (the "Owners") represent and warrant to DPF that they are all of the owners of Franchisee or otherwise have a direct or indirect interest in the success of Franchisee and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce DPF to enter into this Agreement and grant the franchise to Franchisee, each of the Owners, on behalf of themselves and each of their affiliates, hereby jointly and severally guarantees the performance by Franchisee of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, including, without limitation, the restrictions contained in Sections 20 and 21 of this Agreement, provided that the liability of the Owners and their affiliates to DPF under their guarantee, other than the Controlling Person and his or her affiliates, shall be based upon the percentage of such Owner's ownership interest in Franchisee.

Each Owner acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of DPF;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than fifty one percent (51%) of the equity and voting power and/or interests in the Approved Entity unless otherwise approved in writing by DPF and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a "supermajority" or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of "veto" rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agree that the purchase price for their interest shall be the fair market value for all of the Domino's Pizza Stores, Domino's Pizza Non-Traditional and Domino's Pizza Transitional Stores which the Approved Entity operates as determined by an independent appraiser selected by the Controlling Person and the Owners holding a majority of the remaining interests. If the Controlling Person and the Owners holding a majority of the remaining interests cannot agree on an independent appraiser, the Controlling Person shall select an independent appraiser and the

Owners holding a majority of the remaining interests shall select an independent appraiser and those two (2) appraisers shall select a third independent appraiser. The third independent appraiser selected by the two (2) appraisers shall determine the fair market value of the equity and voting interest owned by the Owners and the determination of the third independent appraiser shall be final and binding on all parties. If an independent appraiser is not selected through this process within sixty (60) days, DPF shall have the right to select an independent appraiser whose determination of the fair market value shall be binding and final on all parties and DPF shall incur no liability for doing so. The result of such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Franchisee can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has given, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be given, received or taken during the continuation of this Agreement;

Each Owner also acknowledges and agrees, on behalf of such Owner and each of their affiliates, that DPF may apply any monies DPF may owe to any Owner or any of his/her affiliates, including, without limitation, from any profit sharing arrangements, to satisfy or offset amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement. Each Owner also acknowledges and agrees, on behalf of himself/herself and each of their affiliates, that DPF shall have recourse against and be entitled to pursue the assets of any other Domino's Pizza store owned by such owner and his or her affiliates to recover or satisfy any amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement.

These Covenants of Owners are intended to modify and supersede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by DPF of assignment or entry of this Agreement with DPF, and DPF shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agree that in the event that any of the governing or establishing documents for the Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and each Owner agrees to cast any necessary vote in favor of the amendment of such document or to execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree

that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated or otherwise changed in any manner without the prior written consent of DPF.

CONTROLLING PERSON	% of Ownership
N/A	N/A
OWNER:	% of Ownership
N/A	N/A
OWNER:	% of Ownership
N/A	N/A
OWNER:	% of Ownership

**RIDER (FOR RESIDENTS OF ILLINOIS)
TO THE DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 22, Paragraph 22.6 of the Standard Franchise Agreement is hereby amended to read as follows:

22.6 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located or by the laws of the State in which you reside. However, if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Paragraph; then this Agreement (and its validity, interpretation and construction), any claims arising from this Agreement, and the relationship between us and you will be governed by the laws of the State of Illinois.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

Its: Assistant Secretary, CFE

By: _____

Its: President

**RIDER (FOR RESIDENTS OF MINNESOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 22, Paragraph 22.4 of the Standard Franchise Agreement:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Agreement."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

Its: Assistant Secretary, CFE

By: _____

Its: President

**RIDER (FOR RESIDENTS OF NORTH DAKOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
STANDARD FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 20, Paragraph 20.2 of the Standard Franchise Agreement:

"Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota."

2. Section 22, Paragraph 22.2 of the Standard Franchise Agreement, entitled Cost of Enforcement, is hereby amended to read as follows:

"22.2 **Cost of Enforcement**. The prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorneys' fees."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE:

By: _____
Joseph P. Devereaux

Its: Assistant Secretary, CFE

By: _____

Its: President

EXHIBIT F

NON-TRADITIONAL STORE FRANCHISE AGREEMENT

Store #

DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE
FRANCHISE AGREEMENT

Franchisee

TABLE OF CONTENTS

1.	INTRODUCTION	7
2.	GRANT AND TERM OF FRANCHISE.....	8
2.1	Grant	8
2.2	Term of Franchise	8
3.	RENEWAL OF FRANCHISE.....	8
3.1	Option to Renew	8
3.2	Manner of Renewal.....	9
3.3	Notification of Expiration	9
4.	TERRITORIAL RIGHTS AND OBLIGATIONS	10
4.1	Area of Primary Responsibility	10
5.	OPENING ADVERTISING AND PROMOTION EXPENDITURE	10
6.	ROYALTY FEE AND OTHER CHARGES.....	10
6.1	Amount and Payment.....	10
6.2	Definition of Royalty Sales.....	10
6.3	Interest on Late Payments	10
6.4	Electronic Funds Transfer.....	11
6.5	Application of Payments.....	11
7.	STORE LOCATION	11
7.1	Location and Use	11
7.2	Relocation; Damage, or Condemnation.....	12
7.3	Location and Operation of Commissary	12
7.4	Store Lease.....	12
7.5	Assumption of Lease on Termination or Expiration.....	13
7.6	Ownership of Store Premises.....	13
8.	STORE DEVELOPMENT	13
8.1	Development and Construction.....	13
8.2	Equipment, Fixtures, Furniture and Signs.	14
8.3	Store Opening	14
9.	STORE REFURBISHING.....	14
10.	TRAINING	15
10.1	Initial Training	15

10.2	Training of Employees.....	15
10.3	Additional Training.....	16
11.	OPERATING ASSISTANCE.....	16
11.1	Advice and Guidance.....	16
11.2	Operating Problems	16
12.	STORE PRODUCTS	17
12.1	Store Menu.....	17
12.2	Pizza Ingredients, Supplies and Materials	17
13.	ADVERTISING AND PROMOTION	17
13.1	By DPF.....	17
13.2	Local and Regional Advertising Cooperatives	18
13.3	By Franchisee.....	19
14.	RECORDS AND REPORTS.....	19
14.1	Bookkeeping and Recordkeeping	19
14.2	Sales Reports and Financial Statements	20
14.3	Right to Require Audit.....	21
15.	OPERATING REQUIREMENTS	22
15.1	Operating Procedures.....	22
15.2	Compliance with Laws and Other Business Practices	23
15.3	Pricing	24
15.4	Operating Manual	24
15.5	New Concepts	24
15.6	Franchisee Must Directly Supervise Store.....	24
15.7	Insurance	25
15.8	Identification as Franchisee	26
15.9	Computer Hardware and Software and Other Technology.....	26
15.9.1	Brand Technology.....	26
15.9.2	Aggregate Expenditures for Brand Technology	28
15.9.3	Domino's PULSE and Other Computer & Technology Training	28
15.9.4	Additional Order Processing Systems	28
16.	MARKS	29
16.1	Usage.....	29
16.2	Infringements	29

16.3	Indemnification	29
17.	INSPECTIONS	29
18.	TERMINATION AND EXPIRATION	30
18.1	Termination By Franchisee.....	30
18.2.1	Immediate Termination By DPF -- Upon Written Notice	30
18.2.2	Termination By DPF -- After Opportunity to Cure	32
18.2.3	Immediate Cessation of Operations	32
18.3	Obligations Upon Termination or Expiration	33
19.	OPTION TO PURCHASE STORE	34
19.1	Option	34
19.2	Formula Price.....	34
19.3	Purchase of Commissary.....	34
19.4	Deductions From Purchase Price	35
19.5	Payment of Purchase Price.....	35
19.6	Real Property	36
19.7	Closing	36
19.8	Operation During Option Period.....	37
19.9	Formula Price.....	37
20.	RESTRICTIVE COVENANTS	37
20.1	In-Term Covenant.....	37
20.2	Post-Term Covenant	37
20.3	Ownership of Public Companies	38
20.4	Customer Lists and Trade Secrets.....	38
20.5	Owners of Approved Entity	38
20.6	Distribution of Products Related to the Domino's System	38
20.7	Ownership Structure	38
20.8	Non-Disclosure	39
20.9	Irreparable Injury and Injunctive Relief	39
21.	ASSIGNMENT	39
21.1	By DPF.....	39
21.2	By Franchisee.....	39
21.3	Assignment to an Approved Entity.....	40
21.4	Assignment or Transfer to Others.....	40

21.5	Death or Permanent Disability.....	41
21.6	Definition of Permanent Disability	42
21.7	Operation by DPF After Death or Permanent Disability	42
21.8	Right of First Refusal of DPF	42
22.	CONTRACT INTERPRETATION AND ENFORCEMENT.....	43
22.1	Effect of Waivers	43
22.2	Cost of Enforcement	43
22.3	Indemnification of DPF	43
22.4	Construction and Severability.....	44
22.5	Scope and Modification of Agreement.....	44
22.6	Governing Law	45
22.7	Notices	45
22.8	Independent Contractors	45
22.9	Standard of Reasonableness.....	46
22.10	Acknowledgment	46
22.11	Binding Effect.....	46
22.12	Effective Date of this Agreement	47

DOMINO'S PIZZA FRANCHISING LLC

NON-TRADITIONAL STORE FRANCHISE AGREEMENT

This Non-Traditional Store Franchise Agreement, including the Covenants of Owners (this "Agreement") is being entered into between Domino's Pizza Franchising LLC, a Delaware liability company ("we", "DPF" or "us" in this Agreement), and

"you" or "franchisee" in this Agreement). If you are a corporation, partnership, limited liability company or other entity approved by us (the "Approved Entity"), the term "owners" in this Agreement shall refer to your shareholders, affiliates, partners, members or other interest holders. Unless otherwise approved by DPF, the term "Controlling Person" refers to the person who owns fifty one percent (51%) or more of: the general partnership interest of such partnership; the equity and voting power of all classes of the issued and outstanding capital stock of such corporation; the membership interests of such limited liability company or the voting and ownership interests of such other entity.

1. INTRODUCTION.

We are in the business of franchising retail outlets specializing in the sale of pizza and other authorized food and beverage products and featuring carry out and delivery services. These outlets are known as "Domino's Pizza" stores and conduct business under a uniform business format, with specially designed equipment, computer hardware and software designated by us, and specifications for the preparation and sale of pizza and certain authorized food products (the "Domino's System"). We have obtained the license to use and the right to sublicense the use of certain valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores including the mark "Domino's Pizza." We grant franchises for the sale of Domino's Pizza and other authorized products and services at or from nontraditional locations and venues, alternative sites and mobile stores utilizing the Domino's System. These locations are identified as Domino's Pizza Pizzazz Stores, Domino's Pizza C Stores, Domino's Pizza Express Stores, Domino's Pizza Micro Market Stores or other names associated with Domino's Pizza depending upon the site, location or venue (individually or collectively known as "Domino's Pizza Non-Traditional Store(s)").

You have applied to us for a franchise to operate a Domino's Pizza Non-Traditional Store at the location identified in this Agreement using the trademarks, service marks and commercial symbols as we may approve or designate from time designate (the "Marks.") Your application has been approved by us in reliance upon all of the representations made in your application including those concerning your financial resources, your other investments and interests and the manner in which the franchise will be owned and operated.

You acknowledge that you have read this Agreement and our Franchise Disclosure Document and been given an opportunity to obtain clarification of any provision that you did not understand. You also understand and agree that the terms and conditions contained in this Agreement are necessary to maintain our high standards of quality and service and the uniformity of those standards.

You understand that a Domino's Pizza Non-Traditional Store is intended to serve a certain niche market by offering carry-out service only, with dine in facilities only at such times and locations as we may from time to time approve in advance. Domino's Pizza Non-Traditional Stores do not offer delivery services.

2. GRANT AND TERM OF FRANCHISE.

2.1 Grant.

Subject to the terms of this Agreement, DPF grants to you a franchise to operate a Domino's Pizza Non-Traditional Store (the "Store") and a sublicense to use the Marks at the following location:

Store # _____ at: _____

Except as otherwise provided herein, you understand that your rights are non-exclusive and that nothing in this Agreement shall entitle you to any rights to operate a Store at any other location or to prohibit DPF to operate or franchise the operation of a Domino's Pizza Store, Domino's Pizza Non-Traditional Store or any other retail outlet at any other site, location or venue.

2.2 Term of Franchise.

The term of this Agreement shall be for a period of ten (10) years, commencing on the date of opening of the Store (or if this Agreement is being signed in connection with a renewal or transfer of the franchise, commencing on the day following the expiration or termination of the previous franchise agreement, as the case may be).

3. RENEWAL OF FRANCHISE.

3.1 Option to Renew.

You may, at your option, renew the franchise for one additional ten (10) year term, provided:

- (a) you are not in material default of any provision of this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store and have substantially complied with the terms and conditions of these agreements during their terms. For purposes of this Section 3.1(a), "substantial compliance" shall mean that you have not (i) breached or violated the terms of this Agreement on six (6) or more occasions during the term of this Agreement or on three (3) or more occasions during the last twenty four (24) months prior to the expiration of the term of this Agreement regardless of whether or not you cured any such breach or violation, or (ii) engaged in any conduct or act described in Section 18.2.1 of this Agreement at any time during the term of this Agreement regardless of whether or not you cured any such breach or violation;

(b) you refurbish the site as provided in Sections 9 and 15 of this Agreement or, if we require, agree to relocate the premises of the Store to a location approved by us and develop the premises in accordance with our then current requirements. If we require you to relocate the premises of the Store, you will be entitled to credit the costs of developing the new premises toward any refurbishing obligations you may have under the franchise agreement executed in connection with such renewal; and

(c) subject to applicable laws, you and your owners agree to execute a general release, in a form then prescribed by us, of any claims arising out of this Agreement against us and our affiliates, and our and their officers, directors, managers, agents, representatives and employees.

This option to renew may not be exercised unless all of the preceding conditions are fully satisfied. The option to renew is personal to you and may not be exercised by any other person or entity without our prior written consent.

3.2 Manner of Renewal.

The new franchise agreement you must execute to renew the franchise shall be our then current form of standard franchise agreement. You must also sign all other agreements we customarily require at the time of the renewal of the franchise. You understand that the renewal franchise agreement may provide for higher royalty fees and greater expenditures for advertising and promotion than are provided for in this Agreement and may contain other terms materially different from the terms of this Agreement. The area of primary responsibility of the Store, if any, will not be modified unless such modification is consistent with criteria then in effect for comparable market areas. There will be no initial franchise or similar fee charged upon a renewal of the franchise. You will also be entitled to renew the franchise at the end of the renewal term in accordance with the renewal provisions, if any, contained in the franchise agreement executed by you in connection with your renewal of the franchise.

3.3 Notification of Expiration.

Provided you are in compliance with this Agreement, including the provisions of Section 3.1, we will send all agreements relating to renewal of the franchise for your review and execution approximately six (6) months prior to the expiration of this Agreement along with a notification of the expiration of this Agreement. Your failure to return these agreements to us within thirty (30) days of receipt will be deemed an election by you not to renew this Agreement. Our notice will also state what actions, if any, you must take to correct the deficiencies in your operation of the Store or whether we will require you to relocate or refurbish the premises of the Store as provided in Section 3.1 above. We also will specify the time period in which these deficiencies must be corrected or by which the refurbishing or relocation and development of the new premises must be completed, provided that, in the event that the then current term of your lease or any renewal lease does not expire concurrently with the expiration of this Agreement, we will not require you to complete a relocation of your Store and development of the new premises until the expiration of the then current term of your lease or any renewal lease or other instrument or agreement granting you the right to occupy the premises of the Store. If we require you to

relocate the Store, our notice will identify the reasons for requiring relocation. Renewal of the franchise will be conditioned on your continued compliance with all the terms and conditions of this Agreement and all other agreements with us and our affiliates and subsidiaries and all other creditors and suppliers of the Store up to the date of expiration.

4. TERRITORIAL RIGHTS AND OBLIGATIONS.

4.1 Area of Primary Responsibility.

The premises of the Store will be your Area of Primary Responsibility

Provided you are in compliance with the terms of this Agreement, and except as otherwise provided in Section 4.3, neither we nor our affiliates will not operate or grant a franchise for the operation of a Domino's Pizza Non-Traditional Store during the term of this Agreement whose area of primary responsibility overlaps your Area of Primary Responsibility.

5. OPENING ADVERTISING AND PROMOTION EXPENDITURE.

If you (or the Controlling Person if you are an Approved Entity) are opening your (or his or her) first Domino's Pizza Store, Domino's Pizza Pizzazz Store or Domino's C Store, you must submit to us proof no later than ninety (90) days after opening of the Store that you have spent at least Three Thousand Dollars (\$3,000.00) on grand opening advertising and promotion.

6. ROYALTY FEE AND OTHER CHARGES.

6.1 Amount and Payment.

During the term of the franchise, you agree to pay us a royalty fee of five and one half percent (5½%) of the weekly royalty sales of the Store. This fee must be paid by Thursday of each week on royalty sales for the week ending on the preceding Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 below or as we may otherwise designate from time to time.

6.2 Definition of Royalty Sales.

The term "royalty sales" means the total receipts from all sales by the Store of all pizza, beverages and other products or services authorized for sale at the Store or at any approved off site location but exclusive of sales or equivalent taxes, coupon and similar discounts, and beverage container deposits approved by us. Premium or similar promotional items must be included in computing royalty sales unless these items have been sold at or below cost by the Store. Premium or similar promotional items shall not be deemed to include any food or beverage item unless otherwise specified to us.

6.3 Interest on Late Payments.

All royalty fees, advertising contributions and all other amounts owed to us pursuant to this Agreement will bear interest after the due date at the rate of one and one half percent (1½%) per

month or at the highest legal rate for open account business credit in the state in which the Store is located, whichever is lower.

6.4 Electronic Funds Transfer.

You must participate in an electronic funds transfer program under which royalty fees and advertising contribution payments are deducted or paid electronically from your bank account. We may permit you to initiate payments via a system established or approved by us, or at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your Store bank operating account (the "Account") for payment of royalty fees and advertising contributions on forms we prescribe. In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the due date for payment. The amount actually transferred from the Account to pay royalty fees and advertising contributions will be based on the Store's royalty sales reported to us. If you have not reported royalty sales of the Store to us for any reporting period, we will be authorized to debit the Account in an amount equal to the royalty fee transferred from the Account for the last reporting period for which a report of the royalty sales of the Store was provided to us. If at any time we determine that you have under reported the royalty sales of the Store or underpaid royalty fees or advertising contributions due us under this Agreement, we will be authorized to initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. Our use of electronic funds transfers as a method of collecting royalty fees and advertising contributions due us does not constitute a waiver of any of your obligations to provide us with weekly sales reports as provided in Section 14.2 nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. If, for any reason other than your fault or neglect, the electronic funds transfer program in which we require you to participate is not functioning so as to allow you to pay the amounts due under this Agreement to us, you may seek permission from us to make payment by mail for the period of time that the electronic funds transfer system is not functioning. If we grant permission for you to make payment by mail, we will specify the day by which payment must be postmarked and paid for any week on royalty sales for the week ending on the preceding Sunday.

6.5 Application of Payments.

When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for royalties, advertising contributions, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied. In addition, we may offset any amount otherwise due under any discount or rebate program against any amount owed to us.

7. STORE LOCATION.

7.1 Location and Use.

You may operate the Store only at the location specified in Section 2.1 and you may not relocate the Store except with our prior written consent. The Store premises may only be used for

the operation of a Domino's Pizza Non-Traditional Store and other related activities approved by us in writing. You shall not allow the premises of the Store to be used for any purpose which in our judgment, adversely affects the reputation of the Store or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation, or moral turpitude.

7.2 Relocation; Damage, or Condemnation.

In the event the Store is destroyed or rendered unusable, we may grant permission for the Store to be repaired, restored or reconstructed at the existing location. Any repair, restoration, reconstruction or relocation will be at your sole expense. The Store, whether we grant permission for you to repair, restore, reconstruct or relocate, must be open and operating no later than six (6) months after its closure. In addition, within ten (10) days of vacating the Store premises, you must make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos, and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us including, without limitation, the proportionate compensation of our employees who devote time and render services in the de-identification of the Store.

7.3 Location and Operation of Commissary.

Any commissary operated by you in connection with the Store may be located only at the premises of the Store or other premises approved by us in writing and must be operated in accordance with commissary standards prescribed by us from time to time. Such commissary must be owned by you and operated by you and your employees exclusively for the benefit of the Store or other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores owned by you and may not be owned or operated by any other person or entity without our prior written consent. You may not open or operate a commissary unless you have received prior written notification from us that you have satisfied in advance all of our requirements for the operation of a commissary, including all required training of commissary personnel.

7.4 Store Lease.

Unless otherwise agreed to by us in writing, if the property on which the Store is located is not owned by you, you must maintain a lease for the site of the Store (including the lease for the site of the commissary, if any, to be operated by you in connection with the Store) which shall contain such terms as we specify from time to time for all leases of a similar type. Each original lease, renewal leases and lease addenda and modification of any type must be submitted to us prior to execution for our examination and approval that it contains the terms we require in all leases. You must provide us with a copy of the executed lease, any renewal lease, and any addenda and modification or other instrument or agreement governing occupancy of the premises within thirty (30) days after execution by you and the landlord.

7.5 Assumption of Lease on Termination or Expiration.

Upon the termination or expiration of the franchise for any reason, other than a termination by you for cause, we or our designee shall have the right to assume or designate one of our affiliates to assume, your status and replace you as lessee or occupant of the premises. You agree to execute an assignment of your interest in the lease promptly upon our request. Upon exercise of our or our affiliate's right to assume your status as lessee, and your compliance with the other provisions of this section, you will be fully released and discharged from all liability for rent and all other future liability under the lease or the instrument or agreement by which you occupy the premises (although not from any liability for unpaid rent or charges or any other then existing liability to the lessor or owner, including, without limitation, any damages to the premises or restoration costs). If we exercise our right to assume, or have our affiliates assume your lease or other instrument or agreement by which you occupy the premises, we will indemnify you and hold you harmless against any claim made for future rent or charges or other future liability under the lease or instrument or agreement. We will also notify you within ninety (90) days of obtaining your written assignment of your interest in the lease of any damages to the premises or restoration costs for which you are liable or responsible.

7.6 Ownership of Store Premises.

If you, or any entity that you own or control, owns any interest in the real estate where the Store is located, you agree to furnish to us upon request, a copy of the deed and any other document relating to the title to the real estate and a copy of your owner's policy of title insurance.

8. STORE DEVELOPMENT.

8.1 Development and Construction.

You agree that promptly after obtaining possession of the site for the Store you will:

- (a) cause to be prepared and submit for approval by us a site plan for the Store, including requirements for dimensions, design, materials, interior layout, equipment, fixtures, furniture, signs, and decorating. You understand that you may modify our plans and specifications only to the extent required to comply with applicable ordinances, building codes, permit requirements and lease or occupancy requirements and only with our prior written approval;
- (b) obtain all required zoning changes; all required building, utility, health, sanitation, and sign permits and any other required permits;
- (c) purchase or lease fixtures, furniture and signs meeting our specifications or requirements and, if we so require, from an approved vendor or vendors designated by us;
- (d) acquire through purchase, lease and/or license the Brand Technology as required by Section 15.9.1.

(e) complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Store in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes, permit and lease or occupancy requirements;

(f) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and,

8.2 Equipment, Fixtures, Furniture and Signs.

We will provide you with specifications for pizza, other authorized food and beverage preparation, dispensing, storage and display equipment, other equipment, fixtures, furniture, exterior and interior signs and decorating that we require you to use or install in the Store. We may specify brands, types or models for any of these items. You may purchase items meeting our specifications from any source unless we designate an approved source or sources for any of these items. If you propose to purchase or lease items not previously approved by us as meeting our specifications or from a vendor not approved by us, you must first notify us and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such item or supplier meets our specifications or our approved vendor criteria. We will advise you within a reasonable time whether any proposed item or vendor meets our specifications or our approved vendor criteria. You agree to use only such items that meet our specifications in the operation of the Store and to purchase them from approved vendors, if we so require. You understand, however, that we or our affiliates or an approved vendor may be the only source for some of these items and that we may otherwise limit the number of approved vendors. We reserve the right to charge you for our reasonable expenses in testing and/or evaluating any proposed item or vendor submitted by you.

8.3 Store Opening.

You agree to complete development of the Store and have the Store ready to open within a reasonable time after obtaining possession of the site for the Store and in accordance with the lease or other agreement for occupancy of the premises. If you do not open the Store within six (6) months from the effective date of this Agreement, we will have the option to terminate this Agreement upon the giving of written notice to you.

9. STORE REFURBISHING.

You have an obligation to maintain the Store in a manner which contributes positively to the then current image of the Domino's Pizza brand. You agree to refurbish the Store (in addition to regular maintenance and repair), within six (6) months of receipt of written notice from us, as we may from time to time require to maintain or improve the appearance and efficient operation of the Store, to increase its sales potential or to comply with our then current standards, image or identity. Refurbishing may include:

(a) replacement of worn out or obsolete equipment, fixtures, furniture and signs;

- (b) the substitution or addition of new or improved equipment, including safes, fixtures, furniture, and signs designated by us;
- (c) redecorating;
- (d) renovation of the interior and exterior of the premises and restoration and resurfacing of parking facilities; and
- (e) structural modifications and remodeling of the premises.

You will not be required to make aggregate expenditures for refurbishing of the Store in excess of one and one half percent (1-1/2%) of the royalty sales of the Store from the date of its opening to the date of any required refurbishing not to exceed the ten (10) year period prior to the date of any such required refurbishing or, except in connection with a renewal of the franchise, to effect any refurbishing of the Store during the last twelve (12) months of the initial term of the franchise unless required to do so by the lease or other instrument or agreement for occupancy of the premises of the Store.

For purposes of this Section 9, the term equipment shall not include computer hardware or other components of the Brand Technology (as defined in Section 15.9.1). Any additions, substitutions, replacements or modifications to the Brand Technology shall be governed by the provisions of Sections 15.9.1. and 15.9.2 of this Agreement.

10. TRAINING.

10.1 Initial Training.

If you (or the Controlling Person if you are an Approved Entity) have not previously opened either a Domino's Pizza Store or Domino's Pizza Non-Traditional Store you or the Controlling Person must enroll and complete all training programs and classes which we require for the operation of the Store. These training programs and classes will be furnished at such times and places as we designate. We have the right to charge a reasonable training fee for these training programs or classes. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

10.2 Training of Employees.

You agree to implement a training program for employees of the Store and to be solely responsible for training the employees to legally, safely and properly perform his or her duties while inside the Store and while outside the Store for business purposes, including training your employees to follow appropriate procedures for their safety and well being as well as the safety and well-being of the public. You agree not to employ any person who fails or refuses to complete your training programs or is unqualified to perform his or her duties in accordance with the requirements established for the operation of a Store. You acknowledge and understand that implementing a training program for employees of the Store and training your employees to follow safe and proper procedures for the operation of the Store will remain your sole responsibility even if, from time to time, you obtain advice, certifications or suggestions from us or our affiliates about

these topics. You further acknowledge and understand that it is not our responsibility or duty to implement a training program for your employees, nor do we have the responsibility or duty to instruct your employees about matters of safety and security in or around the Store or on the way to or from the Store. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

10.3 Additional Training.

We may also, at our option, require you (or the Controlling Person if you are an Approved Entity) to attend supplemental or additional training programs which may be offered from time to time by us or our affiliates during the term of the franchise. The fee for such training shall range from between One Hundred Dollars (\$100.00) and Five Hundred Dollars (\$500.00) per training class. You will be responsible for the reasonable costs of such programs and for the travel and living expenses and any other costs incurred during these programs. You must complete this supplemental or additional training within one (1) year of the time in which it is originally offered by us or our affiliates.

11. OPERATING ASSISTANCE.

11.1 Advice and Guidance.

We will furnish you with such reasonable operating assistance as we determine from time to time to be necessary for the operation of the Store. Operating assistance will include advice and guidance regarding:

- (a) methods of pizza, other authorized food and beverage preparation, packaging and sale; and
- (b) the establishment of administrative, bookkeeping, accounting, inventory control and general operating procedures.

You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Store. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Store or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

11.2 Operating Problems.

We will advise you from time to time of operating problems of the Store disclosed by reports submitted to or inspections made by us or our designee. We will make no separate charge for operating or marketing assistance except that we may make reasonable charges for forms and other materials supplied to you and for operating assistance made necessary in our judgment as a result of your failure to comply with any provision of this Agreement or for operating assistance requested by you in excess of that normally provided by us. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

12. STORE PRODUCTS.

12.1 Store Menu.

You agree that you will offer for sale and sell at the Store for final consumption and not for resale, all pizza, other authorized food and beverage products that we from time to time authorize; provided, however, you may offer for resale authorized products for certain programs approved by us. Such approval will not be unreasonably withheld and the decision to approve shall be based upon: (i) quality assurance; (ii) brand image; (iii) and such other factors as we determine. You also agree that you will not offer for sale or sell at the Store any other products or services.

12.2 Pizza Ingredients, Supplies and Materials.

All pizza and other food ingredients, beverage products, cooking materials, containers, packaging materials, other paper and plastic products, utensils, uniforms, menus, forms, cleaning and sanitation materials and other supplies and materials used in the operation of the Store must conform to the specifications and quality standards established by us from time to time. You must use in the operation of the Store, boxes, containers and other paper or plastic products imprinted with the Marks as prescribed from time to time by us. We may in our sole discretion require that ingredients, supplies and materials used in the storage, preparation, packaging, and delivery of pizza and other authorized food products be purchased exclusively from us, our affiliates or from approved suppliers or distributors. You agree to request delivery of food products to the Store in quantities and in a manner that is consistent with policies prescribed from time to time by us. Any ingredient, supply or material not previously approved by us as conforming to our specifications and quality standards must be submitted for examination and/or testing prior to use. We reserve the right from time to time to examine the facilities of any approved supplier or distributor, including the commissary operated by you, if any, and to conduct reasonable testing and inspection of the ingredients, materials or supplies to determine whether they meet our standards and specifications. We also reserve the right to charge fees for testing and evaluating proposed suppliers or distributors and examining and inspecting commissary operations and to impose reasonable limitations on the number of approved suppliers or distributors of any product. Approval of a supplier or distributor may be conditioned on requirements relating to frequency of delivery and standards of service including prompt attention to complaints and the ability to service and supply Stores within areas designated by us.

13. ADVERTISING AND PROMOTION.

13.1 By DPF.

We or our designee will from time to time formulate, develop, produce and conduct advertising and promotional programs in the form and media as we or our designee determines to be most effective. You agree to participate in all national and local and regional advertising and promotions as we determine to be appropriate for the benefit of the Domino's Pizza System. We reserve the right, in our sole discretion, to determine the composition of all geographic territories and market areas for the development and implementation of advertising and promotion programs. All costs of the formulation, development and production of any such advertising and promotion

(including without limitation the proportionate compensation of our employees who devote time and render services in the formulation, development and production of such advertising and promotion programs or the administration of the funds), will be paid from an advertising fund administered by a separate not for profit entity for all Domino's Pizza Stores and Domino's Pizza Non-Traditional Store provided, however, that we may at any time in our sole discretion set up a separate advertising fund for Domino's Pizza Non-Traditional Stores (these funds are hereinafter designated as the "Advertising Fund"). You will be obligated to pay up to four percent (4%) of the weekly royalty sales of the Store to the Advertising Fund as we may designate from time to time. Your advertising contribution must be postmarked on Monday and paid by Wednesday of each week on royalty sales for the week ending on the preceding Sunday or by Thursday, if paid by electronic funds transfer as provided in Section 6.4 of this Agreement. All Domino's Pizza Non-Traditional Stores owned by us or our affiliates will contribute to the cost of such advertising and promotion programs on at least the same basis as you. We will submit to you upon request an annual statement of monies collected and costs incurred by the Advertising Fund. We reserve the right to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs, the cost of such services to be payable from the Advertising Fund.

You acknowledge and understand that all such advertising is intended to maximize general public recognition and patronage of the Marks in the manner determined to be most effective by us and our affiliates and that neither we nor our affiliates undertake any obligation in developing, implementing or administering these programs to ensure that expenditures which are proportionate or equivalent to your contributions are made for the market area of the Store or that of any Domino's Pizza Pizzazz Store will benefit directly or pro rata from the placement of advertising.

13.2 Local and Regional Advertising Cooperatives.

We reserve the right to require that you participate in local and regional advertising cooperatives administered by us or our affiliate or by other franchisees of the Domino's System or in the event no such cooperative has been established, to require you to conduct local advertising for your Store. In addition to the advertising contribution payable by you under Section 13.1, you agree to pay any contributions that we require you to make for expenditures by these local or regional cooperatives or that may be otherwise approved by these cooperatives or for local advertising if no cooperative exists. If there is no advertising cooperative or if the Stores participating in a cooperative have not agreed upon a percentage of royalty sales to be contributed to the cooperative, you must expend or contribute to the cooperative, respectively, an amount we specify up to and including two percent (2%) of royalty sales. If a cooperative exists and sixty-five percent (65%) or more of the Stores agree to contribute or are contractually obligated to contribute a specified percentage of royalty sales to the cooperative, then we can require you to make the same percentage contribution to the cooperative as the other Stores in the cooperative. All Domino's Pizza Stores participating in a cooperative shall contribute no less than 2% of royalty sales. All Stores which are contractually obligated to contribute the specified percentage of royalty sales voted upon by the cooperative shall be counted as a favorable vote, whether or not they attend or vote at the meeting. We agree that the maximum aggregate amount we can obligate you to contribute for advertising and promotion under this Section 13.2 and Section 13.1 will be nine percent (9%) of the royalty sales of your Store. All contributions payable under this Section 13.2 must be paid by Thursday of each week on royalty sales for the week ending on the preceding

Sunday. Payment must be made by electronic funds transfer as provided in Section 6.4 of this Agreement or as we may otherwise designate from time to time. Nothing contained in this Section 13.2 shall limit, affect or supersede any obligation on your part to contribute a greater percentage of the royalty sales of the Store pursuant to any separate agreement or understanding you may have with any such local or regional advertising or promotional cooperative. We reserve the right on our behalf and on behalf of our affiliates to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs for the cooperatives or for local advertising if no cooperatives exists with the cost of these services payable from the cooperative advertising budget or contributions made by you in accordance with this provision.

13.3 By Franchisee.

All of your advertising, promotions and media relations, including, but not limited to, all public relations, social media, events and all advertising and promotions conducted by you or your employees whether through public appearances or in print, or on radio, television, the Internet, and other electronic media ("Your Advertising"), must be completely factual and shall conform to the highest standards of ethical advertising and be consistent with the then current image and policies and obligations relating to advertising and promotional programs of a Domino's Pizza Non-Traditional Store. In the event Your Advertising, in our judgment, is deemed to be inappropriate in any way, you shall immediately terminate or remove Your Advertising upon receipt of notice from us. We do not assume any of your duties and responsibilities related to Your Advertising.

14. RECORDS AND REPORTS.

14.1 Bookkeeping and Recordkeeping.

You agree to establish and retain a bookkeeping, recordkeeping, computer and point of sale system (including a record of the names, addresses, telephone numbers and order history of the customers in your Store's delivery area all in form and format designated by us) conforming to the requirements prescribed by us, relating, without limitation, to the use and retention of daily sales information, counts of pizza types and other approved menu items sold, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, checks and credit card sales, journals and general ledgers, including any comparable electronically generated information or any supporting records or materials we may require or prescribe. You agree to retain all business records and reports (whether paper or electronically generated) relating to the Store in accordance with record retention policies and guidelines prescribed by us, from time to time, and for the time limits required by all applicable laws, ordinances and regulations. You also agree to maintain an emergency back up order taking system and other back up operational procedures identified by us in accordance with policies and procedures we may prescribe from time to time. You agree that we shall have full access, either on-site or from a remote location, to all of your computer data, equipment and systems containing any and all of the information, records and reports required by this Section 14.1 or any other provision of this Agreement or any other agreement with our affiliates. In addition, you agree to provide us with access to all such data, equipment and systems

to facilitate the exchange of information you are required to provide us under this Agreement. Any information provided by you shall be used by us in a lawful manner.

14.2 Sales Reports and Financial Statements.

You agree to submit to us, in accordance with requirements prescribed by us from time to time and in a format which we may designate from time to time:

- (a) with the royalty fee due, a weekly report of the sales of the Store and all other information and supporting records as we may require;
- (b) within sixty (60) days of the end of each fiscal year of the Store:
 - (i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the year and an unaudited annual statement of profit and loss and financial condition of the Store prepared on an accrual basis;
 - (ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month and an unaudited statement of profit and loss of the corporation, partnership or other approved entity prepared on an accrual basis;
 - (iii) if you have additional Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores a consolidated statement of profit and loss for all of your operations, including any additional Domino's Pizza Stores, Domino's Pizza Pizzazz Stores or Domino's Pizza C Stores which you own and all administrative and commissary operations. The statements must be prepared in accordance with generally accepted accounting principles by an accountant in the manner prescribed by us;
- (c) promptly upon our request and within twenty (20) days of the end of the month or period, in the manner as we may prescribe, and continuing for such period of time as we may from time to time designate:
 - (i) a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the Store prepared on an accrual basis for each month or period;
 - (ii) if you are a corporation, partnership or other approved entity, a statement of cash flow and cash on hand, an unaudited balance sheet as of the end of the month or period and an unaudited statement of profit and loss of the corporation, partnership or other approved entity prepared on an accrual basis for each month or period; and

- (iii) a consolidated statement of profit and loss for all of your Domino's Pizza Stores for each month or period;
- (d) if you are in default under any of the terms or conditions of this Agreement, statements submitted on a quarterly basis affirming that all federal, state and local taxes have been paid;
- (e) upon our written request, exact copies of your and your owners federal, state and local business income tax returns and state sales tax or equivalent tax returns for any period; and
- (f) such other information as we may reasonably require to determine you and your owners' compliance with this Agreement or to assist you in the operation of the Store or to otherwise evaluate the performance of the Store, including information about the sales and receipts of the Store.

14.3 Right to Require Audit.

We reserve the right to audit or cause to be audited the sales reports, financial statements, tax returns, information from the Store's computer system, and any other records you are required to retain or submit to us. In the event any audit discloses an understatement of the royalty sales of the Store for any period or periods (regardless of whether the understatement is intentional or not), we shall have the right to require that you pay on the amount of such understatement the royalty fee of five and one half percent (5½%), all advertising contributions due under this Agreement and the amount, if any, required to be paid to your local or regional cooperative as provided in this Agreement, plus interest due. Further, in the event such understatement for any period or periods shall be two percent (2%) or more of the royalty sales of the Store or such inspection or audit is made necessary by your intentional or negligent underreporting (including, without limitation, underreporting that arises out of your insufficient supervision of your employees) or your failure to furnish reports, supporting records, financial statements or other information required by this Agreement or to furnish these reports, records, information or financial statements on a timely basis, you will be obligated to reimburse us for the cost of the audit, including the charges of any independent certified public accountant used and the travel expenses, room and board and compensation of our employees or anyone we engage to conduct the audit. In the event you dispute the results of any audit conducted by us or our representatives, you will have the right, upon written notice to us within ten (10) days of your receipt of the results of our audit, to have the results verified by an independent certified public accounting firm selected by our outside accounting firm. The expense of this audit shall be borne by you unless this further audit discloses that no deficiency is due in which case we will be obligated to pay for the audit. We will notify you within ten (10) days of our receipt of your notice when the independent audit will commence. You agree to cooperate with all personnel conducting the audit. The results of the independent audit shall be binding upon the parties. You agree to pay any deficiencies within ten (10) days after receipt of our audit or, if applicable, the independent audit requested by you. You acknowledge and agree that conducting an audit as authorized by this section is one but not the only way we may determine or establish that you have underreported the royalty sales of the Store for any period or periods. You and your owners agree to fully comply and cooperate with any and all audits, including, but

not limited to, you, your owners and your employees treating our personnel in a professional manner.

15. OPERATING REQUIREMENTS.

15.1 Operating Procedures.

You agree to fully comply with all specifications, standards and operating procedures and rules from time to time prescribed for the Store, including, but not limited to, specifications, standards and operating procedures and rules relating to:

- (a) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, (including computer hardware, software, peripheral devices, high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources), image, fixtures, furniture, décor and signs;
- (b) qualifications, dress, grooming, general appearance and demeanor of you and your employees, including, but not limited to, engaging in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit , illegal conduct, misrepresentation or moral turpitude;
- (c) quality, taste, portion control and uniformity, and manner of storage, preparation and sale, of all pizza and other authorized food and beverage products sold by the Store and of all ingredients, supplies and materials used in the storage, preparation, packaging and sale of these items;
- (d) methods and procedures relating to receiving, preparing, delivering and storing customer orders, including without limitation, online ordering;
- (e) the hours during which the Store will be open for business;
- (f) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;
- (g) the handling of customer complaints;
- (h) advertising on the Internet or other electronic media, including websites, home pages and use of domain names;
- (i) e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us; and

- (j) the method and manner of payment which will be accepted from customers.

You acknowledge that specifications, standards or procedures may differ for a Domino's Pizza Store and Domino's Pizza Non-Traditional Store. By entering into this Agreement, you agree to abide by these specifications, standards, operating procedures and rules and to fully adopt and implement them.

15.2 Compliance with Laws and Other Business Practices.

You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or our affiliates or subsidiaries or pursuant to any agreement with any other creditor or supplier of the Store. You shall file all tax returns and pay all taxes before they become delinquent. You agree not to permit any levy or warrant to be issued by any taxing authority or other creditor (excluding mechanics liens and other immaterial liens), against any of your assets, nor allow any of your assets to be seized or frozen by any taxing authority or other creditor. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis.

You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. Without limiting the generality of other provisions of this Agreement, you agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, demands, duties, obligations, damages, fines and/or penalties imposed upon you as a result of non-compliance with the Payment Card Industry requirements.

You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store,

violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

15.3 Pricing.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services, including pricing we prescribe from time to time for any national, regional or local advertising or promotion.

15.4 Operating Manual.

We will loan to you during the term of the franchise one or more copies of an operating manual or operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules prescribed from time to time by us and information relative to your other obligations under this Agreement and the operation of the Store (the "Operating Manual"). We will provide you with a manual or access to an electronic copy of the Operating Manual. The entire contents of the Operating Manual will remain confidential and is proprietary to us and our affiliates. We will have the right to add to and otherwise modify the Operating Manual from time to time, if deemed necessary to improve the standards of service or product quality or the efficient operation of the Store, to protect or maintain the goodwill associated with the Marks, to take advantage of advancements in technology, or to meet competition. No such addition or modification, however, shall alter your fundamental status and rights under this Agreement. The provisions of the Operating Manual as modified from time to time, including the mandatory specifications, standards and operating procedures and rules prescribed from time to time by us and communicated to you in writing, will constitute provisions of this Agreement as if contained in this Agreement.

15.5 New Concepts.

If you develop any new concept, process or improvement or any slogan in the operation or promotion of the Store, or technology used in connection with the operation of the Store, you agree to promptly notify us and provide us with all necessary information without compensation. You acknowledge that any such concept, process or improvement or slogan shall become our property and that we may utilize or disclose this information to other franchisees.

15.6 Franchisee Must Directly Supervise Store.

The Store shall at all times be under the direct, on premises supervision of you (or the Controlling Person if you are an Approved Entity). You (or the Controlling Person if you are an Approved Entity) must devote full time and efforts (excluding reasonable vacation periods) as manager of the Store or to the management of other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores (or other related activities approved by us in accordance with Section 7.1 of this Agreement). You shall be solely responsible for recruiting, hiring, training, scheduling for work, supervising and paying the persons who work in the Store and those persons shall be your employees, and not our agents or employees. Further, neither you nor any of your owners may, during the term of this Agreement, without our prior written consent, which may be withheld in our sole judgment, (i) engage, or own any interest, in any other business activity, (ii) be employed

by any other business, (iii) engage in any activity which may impair your ability to fulfill your obligations under this Agreement or (iv) engage in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude.

If you own more than one Store, each Store must also be under the direct, on premises supervision of a manager, whose conduct (including, without limitation, acts or failure to act) you will be responsible for , and:

- (a) who has been properly trained by you on all specifications, standards, operating procedures and rules from time to time prescribed for the operation of a Domino's Pizza Store including, without limitation, proper reporting of royalty sales;
- (b) whose identity has been disclosed to us; and
- (c) who shall have executed, upon our request, an agreement in the form provided by us agreeing not to divulge any trade secret or confidential or proprietary information, including the contents of the Operating Manual, or to engage in or have any interest in any other carry out or delivery pizza store business.

15.7 Insurance.

You shall at all times during the term of the franchise maintain in force at your sole expense:

- (a) property insurance on a replacement cost basis at a minimum limit based on the total value of your assets (including, but not limited to, fire, extended coverage, vandalism and malicious mischief),
- (b) general liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, coverage for personal injury, products and contractual liability),
- (c) automobile liability insurance with a minimum limit of \$1,500,000.00 per occurrence (including, but not limited to, owned automobiles titled or leased in the name of you or your owners and used at any time, whether principally or occasionally in your business, hired and non-owned coverage). If you or your owners do not use a vehicle owned or leased in the name of you or any of your owners in your business, you must provide written evidence of that fact, satisfactory to us; and
- (d) workers' compensation insurance (in your name) as required by applicable law. If no such law exists, then you must participate in such other comparable insurance or benefit programs for your employees as required by us. If your state recognizes and permits self-insurer programs, your participation in such program will satisfy our requirements under this subsection (d). If deductible plans

are approved and used in your state, coverage may be purchased on this basis subject to the requirements of your insurance carrier.

All liability insurance policies must name us, and any subsidiaries and affiliates which we designate, as additional insureds entitled to the coverage afforded to all named insureds, without regard to any other insurance or self insured program which we or our affiliates may have in effect, and also provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation, modification or reduction in coverage or limits of any such policy. The terms and conditions of all such policies, including the amount of any deductibles, shall be consistent with the requirements prescribed from time to time by us. You agree to promptly pay when requested by the insurer the amount of the deductible applicable to, and in the event of , any covered loss.

All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated B+ or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish from time to time. We may also reasonably increase the minimum liability "limit" protection requirement annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product or motor vehicle litigation or other relevant changes in circumstances. You must submit to us annually a copy of the certificate of insurance or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies, which must describe the applicable deductibles for each such policy. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option and in addition to our other rights and remedies we may have, obtain insurance coverage, on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us on demand any costs and premiums incurred by us. Your obligation to obtain and maintain the insurance described in this Agreement shall not be limited in any way by reason of any insurance maintained by us.

15.8 Identification as Franchisee.

You agree to exhibit on the Store premises signs of sufficient prominence and wording as we may prescribe from time to time so as to advise the public that the Store is owned, operated and maintained by you. All business cards, letterheads and other business materials shall clearly identify that you are the owner of the Store in accordance with the rules or policies we may establish from time to time in the Operating Manual or otherwise in writing. In addition, subject to rules and policies that may be established from time to time, all local advertising, including yellow page listings and advertisements that are placed by you or on your behalf, and which do not contain phone numbers or addresses that are associated with stores that we own or operate, shall either indicate that you are the owner of the store or stores in the print material, or that the store or stores are locally owned and operated.

15.9 Computer Hardware and Software and other Technology.

15.9.1 Brand Technology.

You agree to use in the development and operation of the Store the management system and computer hardware and software and related technology designated by us, including without

limitation, features such as high speed broadband connectivity, high speed broadband monitoring, online ordering, methods and means of encryption and access to our network resources, and other internet based technology and peripheral devices that we specify from time to time (the "Brand Technology"). You acknowledge that we may modify all aspects and the components of the Brand Technology from time to time. As part of the Brand Technology, we may require you to obtain computer hardware and/or software we specify from a single vendor designated by us and we or our affiliates may be the sole supplier of all or any part of the Brand Technology. You agree to use only such items and services as we specify in connection with the Brand Technology. We may require that you enter into a license exclusively with us or our affiliates to use proprietary software developed by or for us. You may also be required to enter into agreements with others for use of third party software incorporated or used in connection with the Brand Technology. Our modification of such specifications or components for the Brand Technology may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software and to obtain service and support for the Brand Technology during the term of this Agreement. You acknowledge that the cost to you of obtaining the Brand Technology (including software licenses) (or additions, substitutions, replacements or modifications thereto) may not be fully amortizable over the remaining term of this Agreement. Nonetheless, subject to the provisions of Section 15.9.2 below, you agree to incur such costs in connection with obtaining the computer hardware and software comprising the Brand Technology (or additions, substitutions, replacements or modifications thereto). You further acknowledge and agree that we have the right to charge reasonable fees for software or systems modifications and enhancements specifically made for us that are licensed to you and other maintenance and support services that we or our affiliates furnish to you related to the Brand Technology. You may also incur charges from third parties who render services or provide products that we require you to purchase or use. We shall have independent access through monitoring programs or otherwise to data on your Brand Technology, including sales figures. There are no contractual limitations on our right or timing to access this information and data.

Without limiting the generality of the foregoing, we reserve the right to require you to acquire, install and continuously use the Domino's PULSE store computer system and to obtain a license to use the software from us or our affiliate by signing our standard license agreement and to acquire hardware approved by us from a vendor or vendors which we designate. We also reserve the right to require you to participate in online ordering by entering into an agreement with an approved online ordering service company that we designate. You will be responsible for the fees and charges associated with your use of online ordering and the requisite internet usage and connections, including the fees charged by the service provider. We may also require that you continuously maintain high speed broadband connectivity, where available and to charge you a reasonable fee if you do not maintain high speed broadband connectivity, which you agree to pay on demand.

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the Domino's System; and you agree to abide by and fully adopt and implement those reasonable new standards established by us as if this Section 15.9.1 were periodically revised by it for that purpose.

15.9.2 Aggregate Expenditures for Brand Technology.

You will not be required to make aggregate expenditures for any additions, substitutions, replacements or modifications to the Brand Technology in excess of one and one half percent (1 ½ %) of the royalty sales of the Store from the date of its opening to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology not to exceed the ten (10) year period prior to the date we require you to make any additions, substitutions, replacements or modifications to the Brand Technology or, except in connection with a renewal of the franchise to make any additions, substitutions, replacements or modifications to the Brand Technology during the last twelve (12) months of the initial term of the franchise. This limitation shall not apply to our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology upon execution of this Agreement nor shall the provisions of any prior franchise agreement governing the operation of the Store restrict our right to require that you acquire and install the Domino's PULSE store computer system or other components of the Brand Technology under the terms of this Agreement.

15.9.3 Domino's PULSE and Other Computer and Technology Training.

If you (or the Controlling Person if you are an Approved Entity) have not installed and used Domino's PULSE, or any other computer system or technology that we require, in a Domino's Pizza store, you (or the Controlling Person) must enroll in and complete all training programs and classes which we require for the operation of Domino's PULSE, or any other computer system or technology. These training programs and classes will be furnished at such times and places as designated by us or the entity or entities that we approve to provide the training. We may furnish training. The entity furnishing the training (including us) has the right to charge a reasonable training fee for these training programs or classes, which you agree to pay. All training programs and classes must be completed to our satisfaction. You will be responsible for the travel, living expenses and any other costs incurred during these training programs and classes.

15.9.4 Additional Order Processing Systems.

We reserve the right to develop or contract with third parties to develop centralized or technology based methods of taking, processing, routing, and delivering orders in addition to the methods and technology we currently use or authorize (collectively "Additional Order Systems"). These may become mandatory at any time during the term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software; to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent all the direct and indirect costs to develop, test and implement an Additional Ordering System are paid from other sources, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Additional Ordering System we shall be the sole owner of all direct and related rights and assets, including software and hardware, intellectual property and all data

generated by the Additional Ordering Systems, but excluding hardware or equipment you purchase directly for the purpose of gaining access to the Additional Ordering System.

16. MARKS.

16.1 Usage.

You acknowledge that we have the right to sublicense the Marks and that any goodwill relating to your use of the Marks will inure to our benefit and the benefit of our affiliates. You shall use the Marks in full compliance with rules prescribed from time to time by us. You agree not to engage in any conduct which, in our sole judgment, could disparage or impair the reputation of the Store or the Domino's System or the goodwill associated with the Marks. You understand and acknowledge that our right to regulate the use of the Marks, includes, without limitation, any use of the Marks in any form of electronic media such as web sites or web pages or as a domain name or electronic media identifier. Any unauthorized use of the Marks will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You will not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols or in conjunction or association with any name or symbol used by you in connection with the operation of the Store, nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All provisions of this Agreement applicable to the Marks will apply to any additional proprietary trademarks and commercial symbols we hereafter authorize you to use.

16.2 Infringements.

You agree to immediately notify us of any infringement of or challenge to your or our use of any Mark or claim by any person of any rights in any Mark. You agree that you will not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or Patent and Trademark Office or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any such litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain our interest in the Marks.

16.3 Indemnification.

We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of the use of any Mark in compliance with this Agreement. If it becomes advisable at any time in our sole discretion for you to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, you agree to do so and our sole obligation will be to reimburse you for your tangible costs of complying with this obligation.

17. INSPECTIONS.

We or our designee will have the right at any time during business hours and without prior notice to conduct reasonable inspections of the Store, its operations and its business records,

including but not limited to, information from the Store's computers, and records and documents relating to the ownership and control of the Approved Entity and any other entity that has an interest in the operation of the Store, wherever located and to take a physical inventory of the assets of the Store. You agree that we may conduct all or part of an inspection, either on-site or from a remote location. Inspections of the Store will be made at our expense, unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation the travel expenses, room and board and compensation of our or our designee's employees. You and your owners agree to fully comply and cooperate with any and all inspections, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

18. TERMINATION AND EXPIRATION.

18.1 Termination By Franchisee.

If you are in compliance with this Agreement and we breach this Agreement and fail to cure any breach within thirty (30) days after written notice is delivered to us, you may terminate this Agreement and the franchise effective ten (10) days after delivery of notice to us. A termination of this Agreement and the franchise by you without complying with these requirements or for any reason other than our breach of this Agreement and our failure to cure the breach within thirty (30) days after receipt of written notice from you shall be deemed a termination by you without cause and not in accordance with the provisions of this Agreement.

18.2.1 Immediate Termination By DPF - Upon Written Notice.

We shall have the right to terminate this Agreement effective upon delivery of notice of termination to you, if:

- (a) you or any of your owners have made any material misrepresentation on any record or report required by us under this Agreement or on your application for the franchise, or in any other application submitted to us;
- (b) you do not open the Store within six (6) months from the date of this Agreement;
- (c) you or any of your owners is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay his or her debts as they become due, or a petition under any bankruptcy law is filed against you or any of your owners or a receiver or other custodian is appointed for a substantial part of the assets of the Store;
- (d) you abandon or fail to continuously and actively operate the Store, or, without our prior written consent, permit any person other than a qualified employee designated by you, whose identity has been disclosed to us, to operate the Store in your absence;

- (e) the lease for the Store or other instrument or agreement governing the occupancy of the premises of the Store is terminated or cancelled or you are unable to renew or extend the lease or you fail to maintain possession of the Store premises;
- (f) you or any of your owners is convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks or you or any of your owners engages in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct misrepresentation or moral turpitude;
- (g) you intentionally or negligently under-report the royalty sales of the Store for any period or periods;
- (h) you or any of your owners violates any of the restrictions contained in Section 20 or 21 of this Agreement;
- (i) you intentionally or on more than one occasion during the term of this Agreement, violate any Child Labor Laws in connection with your operation of the Store;
- (j) an audit by us discloses an understatement of royalty sales and you fail to pay to us the applicable royalty fee and advertising contribution and interest due within ten (10) days after receipt of the final audit report;
- (k) the interest of a deceased or permanently disabled person is not disposed of in accordance with the terms of this Agreement;
- (l) you or any of your owners fail on three (3) or more occasions during any twelve (12) month period to comply with any one or more provisions of any franchise agreement for the Store (which includes not only this Agreement but also the franchise agreement in force immediately prior to this Agreement if this Agreement has been in effect for less than twelve (12) months) including without limitation, your obligation to submit when due, sales reports or financial statements, to pay when due the royalty fees, advertising contributions or other payments to us or our affiliates or subsidiaries or any other creditors or suppliers of the Store, whether or not such failure to comply is corrected after notice is delivered to you;
- (m) any of your assets or items used in the operation of the Store are seized or you are otherwise denied the use of the property or access to the Store because of your failure to pay any taxing authority or any amount due a creditor of the Store, or because of any other act or omission of you or any of your owners; or, you fail to notify us of a tax levy or delinquency; or

(n) you fail to cease operating the Store, or fail to correct the conditions in the Store causing a present threat of imminent danger to public health or safety, after notice to you as provided in Section 18.2.3 of this Agreement.

(o) we have granted you permission to either repair, restore, reconstruct or relocate the Store, as provided in Section 7.2 of this Agreement, and you fail to complete the action we have permitted, within six (6) months after its closure; or

(p) you or your owners violates any of the anti-terrorism provisions contained in Section 15.2 of this Agreement.

18.2.2 Termination By DPF - After Opportunity to Cure.

We shall have the further right to terminate this Agreement effective upon delivery of notice to you, if:

(a) you fail to obtain or maintain insurance required by us and you do not correct this failure within forty-eight (48) hours after written notice is delivered to you; provided, however, that we shall not exercise our right to terminate this Agreement if you immediately cease operating the Store and obtain all such insurance within ten (10) days after written notice is delivered to you;

(b) you fail to comply with any provision of this Agreement or any specification, standard or operating procedure or rule prescribed by us which relates to the use of any Mark, safety and security, or the quality of pizza or other authorized food products or any beverage sold by you or the cleanliness and sanitation of the Store and you do not correct this failure within seven (7) calendar days after written notice is delivered to you;

(c) you or your affiliates fail to pay when due any amount owed to us, our affiliates or subsidiaries, or any creditor or supplier or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through formal proceedings) and you or your affiliates do not correct such failure within ten (10) calendar days after written notice is delivered to you; or

(d) you or any of your owners fails to comply with any other provision of this Agreement or any specification, standard or operating procedure and fail to correct this failure within thirty (30) calendar days after written notice is delivered to you.

18.2.3 Immediate Cessation of Operations .

In the event that the conditions of the Store or operations at the Store, in our judgment, present a threat of imminent danger to public health or safety, we may require the immediate cessation of operations at the Store upon delivery of a notice to you or the Store. The notice shall contain the reason we believe immediate cessation of operations is required. The parties shall address the conditions and develop a plan to correct all deficiencies within seven (7) days of the delivery of the notice.

18.3 Obligations Upon Termination or Expiration.

Upon termination or expiration of this Agreement, you agree to:

- (a) immediately return to us all copies of the Operating Manual and cease use of and deliver to us all Customer Lists (as hereinafter defined in Section 20.5);
- (b) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any Mark;
- (c) notify the telephone company, postal service, and all listing agencies in writing of the termination or expiration of your right to use all telephone numbers, post office boxes, and all classified and other directory listings relating to the Store and to authorize in writing the transfer of these to us or our franchisee or designee. You acknowledge that we have the sole rights to and interest in all telephone numbers, post office boxes and directory listings relating to any Mark, and you authorize us to direct the telephone company, the postal service, and all listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us, our franchisee or designee and if you fail or refuse to do so, the telephone company, postal service, and all listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct the transfer. Upon execution of this Agreement or at any time thereafter, you agree to execute any written authorizations or pre approved authorizations in the form prescribed by us directing the telephone company, postal service, and any listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us, our franchisees or designees upon the occurrence of any such termination or expiration;
- (d) immediately pay all royalty fees, advertising contributions and other charges which are due and owing under this Agreement;
- (e) immediately cease using the Marks and identifying yourself as a Domino's Pizza Store or as being associated with the Domino's System, including, without limitation, disabling and ceasing to permit the continued operation of any website relating to the Store or the Domino's System or which utilizes the Marks;
- (f) if you retain possession of the Store premises, at your expense, make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to eliminate its identification and appearance as a Domino's Pizza Non-Traditional Store, as applicable. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us or our designee including, without limitation, the proportionate compensation of our or our

designee's employees who devote time and render services in the de-identification of the Store; and

(g) make the Store accessible and available for us to operate pursuant to Section 19.8 of this Agreement if we elect to do so.

19. OPTION TO PURCHASE STORE.

19.1 Option.

Upon the termination or expiration of this Agreement, except termination by you for cause, we or our designee shall have the exclusive option, but not the obligation, to purchase the assets of the Store. For purposes of this section, the term "assets" shall mean the equipment, inventory, leasehold interests and improvements and favorable rights and covenants of the Store. Our option shall commence upon expiration of this Agreement or on the effective date of termination as applicable and shall continue for thirty (30) days thereafter, subject to extension as provided in this Section. You agree that if the termination is stayed, either by us or by judicial proceedings, or if we are not permitted to manage the Store pursuant to section 19.8, we will not be able to exercise our option within the 30 day period and you also agree that under those circumstances our option to purchase shall be extended, without further notice to you, for an additional time which shall include the entire time we are unable to exercise our option.

19.2 Formula Price.

The purchase price for these assets shall be equal to fifteen percent (15%) of the first Three Hundred Thousand Dollars (\$300,000.00) of royalty sales ("Base Amount") of the Store during the fifty two (52) full weeks immediately preceding the date of termination or expiration plus twenty five percent (25%) of royalty sales in excess of the Base Amount up to Five Hundred Thousand Dollars (\$500,000.00) ("Second Level Base Amount") during this period plus fifty percent (50%) of royalty sales in excess of the Second Level Base Amount during this period. The purchase price shall be allocated among the assets and covenants in the manner prescribed by us.

If the Store has been in operation less than fifty two (52) full weeks, the option price shall be the documented cost of the Store. The term "cost" shall be defined as your documented expenditures for the equipment, inventory and leasehold improvements of the Store, but shall not include any charges for labor performed by you or your family members in connection with the development of the Store or any undocumented costs.

19.3 Purchase of Commissary.

In the event you operate a commissary in connection with the Store, we or our designee shall also have the option to purchase the assets of the commissary. The purchase price for the assets of the commissary will be the net book value (based upon a seven year depreciation schedule).

19.4 Deductions From Purchase Price.

In the event we elect to purchase the assets of the Store, the purchase price will be reduced by:

- (a) the total current and long term liabilities of the Store assumed by us as described below; and,
- (b) the amount necessary to upgrade and renovate the Store to meet our then current standards for a Domino's Pizza Non-Traditional Store; and
- (c) our reasonable attorney's fees incurred in connection with enforcing this Agreement or in securing possession of the Store.

We will assume all current and long term liabilities (except liabilities to you or your owners) up to the amount of the purchase price subject, however, to all defenses available to you. Further, the amount we charge for upgrading and renovating the Store will not exceed one and one half percent (1 1/2%) of the royalty sales of the Store from the date of opening to the date of termination or expiration reduced by an amount equal to the total expenditures made by you for renovation and upgrading of the Store at our request up to the date of termination or expiration.

19.5 Payment of Purchase Price.

The balance of the purchase price, after deductions described above will be payable as follows: ten percent (10%) of the balance at the time of closing and the remainder in sixty (60) equal monthly installments of principal plus interest at a rate of interest per annum equal to the prime lending rate charged by Morgan Guaranty Trust Company of New York (or other bank or financial institution we may designate) determined as of the closing date with annual adjustments based on the prime rate charged on each anniversary date. The first payment will be due on the first day of the second succeeding calendar month following closing and the remaining payments on the first day of each month thereafter. On the first payment date, interest from the date of closing shall also be paid. If we elect to pay the entire purchase price at closing, we shall have the right to escrow such portion of the purchase price as we deem appropriate for a period of six (6) months to cover liabilities of the Store. We shall notify you of claims asserted by creditors of the Store against the escrow monies. You shall have forty eight (48) hours to settle any claim with such creditor prior to our disbursement of funds from the escrow. If there is a good faith dispute between you and a creditor of the Store, you shall have thirty (30) days to reach a settlement with any such creditor as to the amount owed before we will disburse any escrow monies to such creditor. If you are unable to resolve the discrepancy with the creditor within the thirty (30) day period, we shall have the right to use the escrow monies to satisfy the claim of any such creditor. At the end of such six (6) month period, any remaining purchase price shall be remitted to you along with a statement prepared by DPF indicating the manner in which these funds were expended.

19.6 Real Property.

(a) In the event you or your owners own the real property on which the Store or commissary is located, and such property is not a multi-tenant unit, we will also have the exclusive option to purchase this property. We shall exercise this option within the same period of time as provided in section 19.1, as that time may be extended. The purchase price will be the fair market value as determined by an independent appraiser selected by both of us. If we cannot agree on an independent appraiser, we each shall select an independent appraiser who shall select a third independent appraiser. The independent appraiser selected by our appraisers shall determine the fair market value of the real property and his determination shall be final and binding on the parties, provided, in the event the independent appraiser does not render its appraisal within ninety (90) days of selection, the appraisal shall be made by the appraiser we have selected. The purchase price will be payable in full at the closing minus customary prorations including the pay-off of existing mortgage liens.

(b) If we do not elect to purchase the real property, or if the property is in a multi-tenant unit, we or our designee will have the option to enter into a lease for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used by us or our affiliates in connection with Domino's Pizza Stores owned and operated by us or our affiliates. The rental under the lease for the initial five (5) year term shall be the fair rental value of the property as determined by an independent appraiser selected in the manner described above. The rental shall be modified during the second five (5) year option term by the percentage that the National Consumer Price Index for Urban Wage Earnings and Clerical Workers as determined by the United States Department of Labor for the region in which the Store is located (or a comparable index if such Index is not then being issued) has increased or decreased from the commencement date of the initial term until the last day of the initial term of the lease.

19.7 Closing.

The closing shall occur within thirty (30) days after we exercise our option to purchase the assets and/or real property or such later date as may be necessary to comply with applicable bulk sales or similar laws. At the closing, we both agree to execute and deliver all documents necessary to vest title in the purchased assets and/or real property in us free and clear of all liens and encumbrances, except those assumed by us and/or to effectuate the lease of the Store premises. You also agree to provide us with all information necessary to close the transaction. We reserve the right to assign our option to purchase the Store or commissary, if any, operated in connection with the Store (and the real property to the extent applicable) or designate a substitute purchaser for the Store. We agree, however, to be responsible for and shall guarantee payment of any deferred portion of the purchase price as provided in Section 19.5 of this Agreement in the event we designate a substitute purchaser of the assets of the Store. If you do not execute and deliver any documents required, by execution of this Agreement you irrevocably appoint us as your lawful attorney in fact with full power and authority to execute and deliver in your name all these documents. You also agree to ratify and confirm all of our acts as your lawful attorney in fact and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered by us in so doing.

19.8 Operation During Option Period.

We will have the right, upon written notice to you, to manage, or designate one of our affiliates to manage, the Store during the period in which we have the option to purchase the Store as provided in section 19.1 and for the period following the exercise of our option and prior to the closing, on the same terms and conditions as described in Section 21.7.

19.9 Formula Price.

The parties agree that the formula price described in this Section 19 is the agreed upon method of arriving at a price for the assets of the Store in the event we exercise the option contained in this Section 19 and is not to be deemed a conclusive indication of the value of the Store under other circumstances or where an agreement to purchase the Store has been negotiated by you or your owners.

20. RESTRICTIVE COVENANTS.

20.1 In Term Covenant.

In addition to all other obligations in the Agreement, you agree that, during the term of this Agreement, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any other carry out or delivery pizza store business or business similar to that being conducted pursuant to this Agreement (except for other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores operated under franchise agreements entered into with us or other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores in which you or your owners have an ownership interest).

20.2 Post Term Covenant.

You agree that, for a period of one (1) year after termination or expiration of this Agreement, or the date on which you cease to operate the Store, whichever is later, you or your owners will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any carry out or delivery pizza store business or business similar to that being conducted pursuant to this Agreement located at the premises of the Store or within ten (10) miles of the premises of the Store (except for other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores operated under franchise agreements with us or other Domino's Pizza Stores or Domino's Pizza Non-Traditional Stores in which you or your owners shall have an ownership interest). The covenant contained in this section shall not be deemed to impair, modify or change any covenant not to compete contained in any agreement for the purchase and sale of the Store and shall be in addition to all other obligations you have under this Agreement to us or our affiliates upon termination or expiration of this Agreement.

20.3 Ownership of Public Companies.

The covenants contained in this Section 20 shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation whose stock is publicly traded.

20.4 Customer Lists and Trade Secrets.

You agree to maintain the absolute confidentiality of the Operating Manual and all other information concerning the Domino's System, whether provided by us or a third party, during and after the term of the franchise, disclosing this information to the other employees of the Store only to the extent necessary for the operation of the Store in accordance with this Agreement, and that you will not use the Operating Manual or such other information in any other businesses or in any manner not specifically authorized or approved by us in writing. The customer lists and all historical data relating to the sale of all pizza and beverage products at the Store (the "Customer Lists") also shall be deemed confidential and (a) you shall not use the Customer Lists in any other business or capacity; and (b) you shall maintain the absolute secrecy and confidentiality of the Customer Lists.

20.5 Owners of Approved Entity.

If you are an Approved Entity, the owners, by executing this Agreement, shall be bound by the provisions contained in this Agreement, including the restrictions set forth in this Section 20. Further, a violation of any of the provisions of this Agreement, including the covenants contained in this Section 20, by any owner shall also constitute a violation by you of your obligations under this Agreement.

20.6 Distribution of Products Related to the Domino's System.

During and after the term of this Agreement, you and your owners agree not to sell or otherwise distribute any products, or items bearing any of the Marks or which are used at any time in connection with any advertising, promotional or operational program other than to customers of your Store in the ordinary course of business or to another Domino's Pizza franchisee in good standing at the time of any proposed transfer approved by us.

20.7 Ownership Structure.

You, your owners and affiliates agree to fully comply with all rules, policies and procedures from time to time prescribed by us relating to the ownership structure of an Approved Entity. If you are an Approved Entity, you agree that the Controlling Person who has been approved by us will at all times during the term of this Agreement own and control fifty-one percent (51%) or more of the absolute voting and ownership interests of the Approved Entity, unless the Controlling Person obtains our prior written approval for a different ownership structure. You also agree to submit to us for our review and prior written approval any proposed change before attempting any change in the ownership or control of the Approved Entity or its affiliates, or any documents governing the ownership or control of the Approved Entity or its affiliates.

20.8 Non-Disclosure.

Except as may be required or permitted by applicable law, you agree that neither you nor your affiliates, owners, representatives, agents or employees will make any statements or communications, directly or indirectly, about us or our affiliates, officers, employees, franchisees (including you or your affiliates), businesses, properties, financial condition, sales trends, management, ownership, past or current business practices or strategies to any person, including, without limitation, the media or any financial analysts, whether verbally or in writing, including, without limitation, any communications or statements that would reasonably be expected to adversely affect our business or reputation or the Domino's System or shareholders of Domino's Pizza, Inc. or its affiliated companies.

20.9 Irreparable Injury and Injunctive Relief.

You acknowledge and agree that the provisions of this Section 20, including, without limitation, the provisions of Sections 20.1, 20.2, 20.5 and 20.9, are necessary to protect our legitimate business interests and the Domino's System, to prevent the unauthorized dissemination of marketing, promotional and other confidential information to our competitors and others outside of the Domino's System, to protect our trade secrets and the integrity of the Domino's System, and to prevent the duplication of the Domino's System. You also acknowledge and agree that damages alone cannot adequately compensate us if there is a violation of these provisions by you or your owners, that we will suffer irreparable harm arising out of any such violation, and that injunctive relief against you and your owners is essential for the protection of us and our franchisees. Accordingly, we will have the right to petition a court of competent jurisdiction for injunctive relief against you and your owners without posting any bond or security whatsoever, in addition to all other remedies that may be available to us under this Agreement or applicable law.

21. ASSIGNMENT.

21.1 By DPF.

This Agreement is fully assignable by us and the assignee or other legal successor to our interests will be entitled to all of the benefits of this Agreement.

21.2 By Franchisee.

This Agreement is personal to you and your owners (if you are an Approved Entity). Accordingly, neither you nor any of your owners may assign or transfer this Agreement, any interest in this Agreement or, if you are an Approved Entity, any interest in an Approved Entity except as specifically authorized under this Agreement. A transfer of ownership of the Store (or its assets) may only be made in conjunction with a transfer of this Agreement. Any attempted assignment or transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement.

21.3 Assignment to an Approved Entity.

We will allow you to assign this Agreement and the Store (and its assets) to an Approved Entity for the convenience of ownership of the Store, provided:

- (a) the Approved Entity conducts no business other than the operation of the Store or other Domino's Pizza Stores (or other related activities authorized under this Agreement);
- (b) the Approved Entity is actively managed by you;
- (c) the person designated as the Controlling Person owns and controls not less than fifty-one percent (51%) of the general partnership interest of such partnership, the equity and voting power of all classes of issued and outstanding capital stock of such corporation, the membership interest in the limited liability company or the voting and ownership interests of such entity; and
- (d) all owners meet our requirements as established from time to time by us and agree to guarantee the obligations of the Approved Entity under this Agreement and to be bound by the terms of this Agreement in the manner prescribed by us.

If you are an Approved Entity or if this Agreement is assigned to an Approved Entity, you must comply with the requirements set forth in this Section 21.3 throughout the term of this Agreement. The organization documents of any Approved Entity owning the franchise, including all stock certificates, shall recite that they are subject to all restrictions contained in this Agreement. We shall also have the right to require, as a condition of any assignment of this Agreement to an Approved Entity or the operation of the franchise by an Approved Entity, that the owners enter into a buy/sell agreement among themselves in a form and containing such terms as we prescribe for transfers of ownership interests in such Approved Entity. You shall provide us with all documents to be executed in connection with any such assignment and we shall use our reasonable efforts to approve or disapprove these within thirty (30) days after receipt.

21.4 Assignment or Transfer to Others.

We will permit sales, transfers or assignments of this Agreement or, if you are an Approved Entity, of an ownership interest in the Approved Entity to others provided:

- (a) you (and your owners) are not in default under this Agreement or any other agreement with us or our subsidiaries or affiliates or any other creditor or supplier of the Store;
- (b) the proposed transferee or assignee (and its Controlling Person and all other owners if it is an Approved Entity) meets our then-applicable standards for franchisees or owners;

- (c) the proposed transferee or assignee (and its owners) is not engaged in any other business activity without our prior written consent, except other Domino's Pizza Stores;
- (d) the proposed transferee or assignee (and its owners if it is an Approved Entity) must sign our then-current form of standard franchise agreement for a term equal to the remaining term of this Agreement or, at our election, the then-current term if longer;
- (e) the proposed transferee or assignee (or the person designated by us) must complete all required training to the extent required by us;
- (f) at our request, the proposed transferee or assignee refurbishes the Store in the manner and subject to the provisions prescribed in Sections 9 and 15;
- (g) the proposed transferee or assignee pays us a transfer fee of \$1,500.00; and
- (h) this Agreement is terminated according to the terms of our customary form of mutual termination agreement and customary form of release.

The provisions of (d), (e), (f), (g), and (h) above shall not apply to an approved sale, transfer or assignment by an owner owning a forty-nine percent (49%) or less interest in the Approved Entity except that the proposed transferee or assignee must guarantee the performance by Franchisee of its obligations under this Agreement and agree to be bound by all of the provisions of this Agreement in the form prescribed by us. You must provide us with all documents to be executed by you and/or your owners and the proposed purchasers in connection with any transfer or assignment at least thirty (30) days prior to signing.

21.5 Death or Permanent Disability.

Upon your death or permanent disability or the death or permanent disability of the Controlling Person, this Agreement or the ownership interest of such deceased or permanently disabled Controlling Person must be transferred to a party approved by us. Any transfer, including, without limitation, transfers by devise or inheritance or trust provisions, shall be subject to the same conditions for transfers which are contained in this Agreement. Except as otherwise prescribed by us in writing, your personal representative or the personal representative of such Controlling Person shall submit to us a proposal meeting the requirements for transfer of this Agreement or such ownership interest within one hundred and twenty days (120) days of your death or permanent disability or the death or permanent disability of such Controlling Person. We agree to communicate our approval or disapproval of any such proposal within fifteen (15) days of receipt. We will not unreasonably withhold our consent to the transfer of this Agreement or such ownership interest to your spouse, heirs or relatives or the spouse, heirs or relatives of such deceased or permanently disabled Controlling Person, provided the requirements of Section 21.4 are satisfied. Your personal representative or the personal representative of such deceased or permanently disabled Controlling Person shall complete the transfer of this Agreement or such ownership interest within sixty (60) days from the date of our approval of any such proposal. Upon the death of any other owner, the interest of such owner shall be transferred within a reasonable

time to a person meeting our requirements. All such transfers must also comply with Section 21.4 of this Agreement. Your or any of your owners' failure to transfer the interest in accordance with the provisions of this Section shall be considered a breach of this Agreement.

21.6 Definition of Permanent Disability.

You or your Controlling Person, will be deemed to have a "permanent disability" if you or your Controlling Person's usual, active participation in the Store as contemplated by this Agreement is for any reason curtailed for a continuous period of six (6) months.

21.7 Operation by DPF After Death or Permanent Disability.

We shall have the right to appoint a manager for the Store if in our judgment the Store is not being managed properly after your death or permanent disability or the death or permanent disability of the Controlling Person. Our right to appoint a manager for the Store includes the right to temporarily or permanently cease operations at the Store, if in our reasonable judgment continued operation of the Store will adversely affect the Marks, the long term reputation of the Store or the Domino's System, or present a risk to public health, welfare and safety, including the well-being of the employees of the Store. All funds from the operation of the Store during the management by our appointed manager will be kept in a separate fund, and all expenses of the Store including compensation, other costs, and travel and living expenses of our manager will be charged to this fund. We will charge a management fee of five and one-half percent (5 1/2%) (in addition to the royalty fee and advertising contributions payable under this Agreement) during the period in which the Store is managed on your behalf. In managing the Store, our obligation will be to use our reasonable efforts to ensure the Store is properly managed, and neither we nor our affiliates will be liable for any debts, losses or obligations of the Store, to any of your creditors for any products, materials, supplies or services purchased by the Store prior to or during the time of management by our appointed manager. If the separate fund that is established is insufficient to pay the expenses of the Store, we will notify you or your executor, administrator, conservator or other personal representative and this person must deposit in the fund within five (5) business days, any amount required by us to attain a reasonable balance in the fund.

21.8 Right of First Refusal of DPF.

If you or your owners propose to sell or transfer all or any part of the Store (or its assets) or, if you are an Approved Entity, any ownership interest in an Approved Entity and you or your owners obtain a bona fide, executed written offer to purchase or otherwise transfer or acquire this interest, you or your owners are obligated to deliver a copy of the bona fide offer to us along with all documents to be executed by you or your owners and the proposed assignee or transferee. Our right of first refusal shall commence upon the date of our receipt of the following: (i) the bona fide, executed written offer to purchase, transfer or acquire; (ii) all documents to be executed by you or your owners and the proposed assignee or transferee; (iii) all documents related to the operation of the Store which you are required to provide us, including, but not limited to a current copy of the lease for the Store and such financial statements as are required of you under Section 14.2 of this Agreement; and (iv) your notice that you are specifically submitting the documents to give us the right to exercise our right of first refusal, and shall continue for a period of thirty (30) days thereafter. Failure to submit any one or more of the items, including the notice of the purpose of

the submission, shall result in our right of first refusal being extended until 30 days after we receive all of the required documents and the notice. We shall exercise the right to purchase or otherwise acquire the Store (or its assets) or such ownership interest for the price and on the terms and conditions contained in the offer by giving written notice to you or your owners. We may substitute equivalent cash for any form of payment proposed in such offer or designate a substitute purchaser or transferee for the Store (or the assets) or the ownership interest being offered, provided that we will assume responsibility for the performance of any other purchaser we may designate. If the offer is to purchase the interest of a Controlling Person and is for less than all of the outstanding interests of the Approved Entity, we shall also have the right, during the same period of time described above and upon written notice to the other owners, to purchase or otherwise acquire the remaining shares of capital stock, partnership interest or membership interest at a per share or per unit or interest price (or other terms) equivalent to the price (or other terms) being offered under the bona fide offer to the Controlling Person. If we do not exercise this right of first refusal, the offer may be accepted by you or your owners, subject to our prior written approval as provided in this Agreement. If the offer is not accepted by you or your owners, within sixty (60) days, we will again have the right of first refusal to purchase or otherwise acquire the Store as described above. This section will not apply to transfers made in accordance with Section 21.3 of this Agreement.

22. CONTRACT INTERPRETATION AND ENFORCEMENT.

22.1 Effect of Waivers.

No waiver by us of any breach or a series of breaches of this Agreement shall constitute a waiver of any subsequent breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any right under this Agreement or to insist upon full compliance with our or your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

22.2 Cost of Enforcement.

If any legal or equitable action is commenced, either to challenge, interpret, or to secure or protect our rights under or to enforce the terms of this Agreement, in addition to any judgment entered in our favor, we shall be entitled to recover such reasonable attorney's fees as we or anyone acting on our behalf may have incurred together with court costs and expenses of litigation.

22.3 Indemnification of DPF.

If we or any of our subsidiary or affiliated companies or any of our or their agents or employees are required to produce records or testify at trial or in deposition or are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding brought by any person or persons (including your employee or prior employee) or any other person or entity by reason of any claimed act or omission by you, your employees or agents, or by reason of any act or omission occurring on the Store premises, or in your delivery service area, or while on the way to or from the delivery service area, by reason of an act or omission with respect to the business or operation of the Store, including but not limited to acts or omissions

arising out of the maintenance or use of a motor vehicle or while making a delivery or returning from making a delivery, or any limitations on delivery service, you shall defend and indemnify and hold us, our subsidiary and affiliated companies, or any of our or their agents or employees, harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on us, our subsidiary and affiliated companies, or any of our or their agents or employees, in connection with the testimony, production, investigation or defense relating to such claim or litigation or administrative proceeding. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

22.4 Construction and Severability.

Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice-versa. If any part of this Agreement for any reason shall be declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. If any applicable law or rule requires a greater prior notice of the termination of or election not to renew this Agreement, or the taking of some other action than is required under this Agreement, the prior notice or other requirements required by this law or rule shall be substituted for the requirements of this Agreement. If any covenant in this Agreement which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity, prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, the parties agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. For purposes of this Agreement, the term "affiliate or affiliates" shall mean any entity or entities controlled by, controlling, or under common control or common ownership with Franchisee (or any of its Owners) or DPF, as the case may be.

The rights and remedies of each party under this Agreement are cumulative, and no exercise or enforcement by a party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder.

22.5 Scope and Modification of Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties regarding the subject matter of this Agreement, provided that nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in any franchise disclosure document we delivered to you in connection with this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim or right under this Agreement, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation.

22.6 Governing Law.

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located.

22.7 Notices.

All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered when delivered to you or the Store by: (i) hand delivery; (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail; (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery; or (iv) one (1) day after transmission by facsimile or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section including, without limitation, e-mail, shall be addressed to us at our most current principal business address or to you at the most current principal business address, e-mail address or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

22.8 Independent Contractors.

The parties to this Agreement are independent contractors and no training, assistance or supervision which we may give or offer to you shall be deemed to negate such independence or create a legal duty on our part. Neither we nor any of our affiliates shall be liable for any damages to any person or property arising directly or indirectly out of the operation of the Store, including but not limited to those damages which may occur while your employees are making or returning from making deliveries, or arising out of your delivery service policies. Nor shall we or any of our affiliates have any liability for any taxes levied upon you, your business, or the Store. The parties further acknowledge and agree the relationship created by this Agreement and the relationship between us is not a fiduciary relationship nor one of principal and agent. Furthermore, neither we nor our affiliates have any relationship with your employees and have no rights, duties, or responsibilities with regard to their employment by you. You acknowledge and agree that you do not have the authority to act for or on our behalf or to contractually bind us or our affiliates to any agreement. No party to this Agreement shall have any authority to assume any liability for the acts of the other, or to alter the legal relationships of the other. Only the named parties to this Agreement shall have rights hereunder and you shall not have any rights under any other franchise agreement to which you are not a party.

22.9 Standard of Reasonableness.

Unless otherwise stated in this Agreement, we agree to exercise reasonable judgment with respect to all determinations to be made by us under the terms of this Agreement.

22.10 Acknowledgment.

You acknowledge that you have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves business risks making the success of the venture largely dependent upon your business abilities. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have conducted an independent investigation of the Store's delivery and service area and are familiar with the boundaries and the nature and extent of any areas that might present a danger to you or your employees. In addition, you acknowledge and agree that this Agreement may not be modified, amended or changed except by a writing signed by all parties. You also acknowledge that this Agreement has been executed by us in the State of Michigan and that this Agreement is to be performed in part through services rendered in the State of Michigan.

22.11 Binding Effect.

This Agreement is binding upon the parties and their heirs, approved assigns and successors in interest.

[THIS AREA INTENTIONALLY LEFT BLANK]

22.12 Effective Date of this Agreement.

This Agreement shall become effective upon the date of its acceptance and execution by us.

DOMINO'S PIZZA FRANCHISING LLC**FRANCHISEE:**By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

DATE OF STORE OPENING

COVENANTS OF OWNERS

The undersigned individuals (the "Owners") represent and warrant to DPF that they are all of the owners of Franchisee or otherwise have a direct or indirect interest in the success of Franchisee and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce DPF to enter into this Agreement and grant the franchise to Franchisee, each of the Owners, on behalf of themselves and each of their affiliates, hereby jointly and severally guarantees the performance by Franchisee of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, including, without limitation, the restrictions contained in Sections 20 and 21 of this Agreement, provided that the liability of the Owners and their affiliates to DPF under their guarantee, other than the Controlling Person and his or her affiliates, shall be based upon the percentage of such Owner's ownership interest in Franchisee.

Each Owner acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of DPF;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than fifty one percent (51%) of the equity and voting power and/or interests in the Approved Entity unless otherwise approved in writing by DPF and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a "supermajority" or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of "veto" rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agree that the purchase price for their interest shall be the fair market value for all of the Domino's Pizza Stores, Domino's Pizza Non-Traditional and Domino's Pizza Transitional Stores which the Approved Entity operates as determined by an independent appraiser selected by the Controlling Person and the Owners holding a majority of the remaining interests. If the Controlling Person and the Owners holding a majority of the remaining interests cannot agree on an independent appraiser, the Controlling Person shall select an independent appraiser and the

Owners holding a majority of the remaining interests shall select an independent appraiser and those two (2) appraisers shall select a third independent appraiser. The third independent appraiser selected by the two (2) appraisers shall determine the fair market value of the equity and voting interest owned by the Owners and the determination of the third independent appraiser shall be final and binding on all parties. If an independent appraiser is not selected through this process within sixty (60) days, DPF shall have the right to select an independent appraiser whose determination of the fair market value shall be binding and final on all parties and DPF shall incur no liability for doing so. The result of such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Franchisee can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has given, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be given, received or taken during the continuation of this Agreement;

Each Owner also acknowledges and agrees, on behalf of such Owner and each of their affiliates, that DPF may apply any monies DPF may owe to any Owner or any of his/her affiliates, including, without limitation, from any profit sharing arrangements, to satisfy or offset amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement. Each Owner also acknowledges and agrees, on behalf of himself/herself and each of their affiliates, that DPF shall have recourse against and be entitled to pursue the assets of any other Domino's Pizza store owned by such owner and his or her affiliates to recover or satisfy any amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement.

These Covenants of Owners are intended to modify and supersede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by DPF of assignment or entry of this Agreement with DPF, and DPF shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agree that in the event that any of the governing or establishing documents for the Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and each Owner agrees to cast any necessary vote in favor of the amendment of such document or to execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree

that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated or otherwise changed in any manner without the prior written consent of DPF.

CONTROLLING PERSON

% of Ownership

N/A

OWNER:

N/A

% of Ownership

N/A

OWNER:

N/A

% of Ownership

N/A

OWNER:

N/A

% of Ownership

**RIDER (FOR RESIDENTS OF ILLINOIS)
TO THE DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 22, Paragraph 22.6 of the Non-Traditional Store Franchise Agreement is hereby amended to read as follows:

22.6 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Store is located or by the laws of the State in which you reside. However, if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Paragraph; then this Agreement (and its validity, interpretation and construction), any claims arising from this Agreement, and the relationship between us and you will be governed by the laws of the State of Illinois.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

**RIDER (FOR RESIDENTS OF MINNESOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 22, Paragraph 22.4 of the Non-Traditional Store Franchise Agreement:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Agreement."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

**RIDER (FOR RESIDENTS OF NORTH DAKOTA)
TO THE DOMINO'S PIZZA FRANCHISING LLC
NON-TRADITIONAL STORE FRANCHISE AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. The following language is hereby added to Section 20, Paragraph 20.2 of the Non-Traditional Store Franchise Agreement:

"Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota."

2. Section 22, Paragraph 22.2 of the Non-Traditional Store Franchise Agreement, entitled Cost of Enforcement, is hereby amended to read as follows:

"22.2 **Cost of Enforcement**. The prevailing party in any enforcement action shall be entitled to recover all costs and expenses, including attorneys' fees."

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

EXHIBIT G
DEVELOPMENT AGREEMENT

DOMINO'S PIZZA FRANCHISING LLC
DEVELOPMENT AGREEMENT

Developer

TABLE OF CONTENTS

	<u>Page</u>
1. Grant of Development Rights	1
2. Term of Agreement.....	1
3. Territorial Protection.....	1
4. Development Requirements.....	1
5. Grant of Franchises	2
6. Agreements to be Executed	2
7. Management and/or Supervision of Stores	2
8. Payments	2
9. Termination.....	2
9.1 Mutual Termination	2
9.2 By DPF.....	2
10. Trade Secrets of DPF	3
11. Conflicting business Interests	3
12. Assignment by DPF	3
13. Assignment by Developer.....	3
14. Miscellaneous	3
15. Notices	4
16. Governing Law	4
17. Effective Date of this Agreement	4

DOMINO'S PIZZA FRANCHISING LLC

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is being entered into between Domino's Pizza Franchising LLC, a Delaware limited liability company ("we", "DPF" or "us" in this Agreement), and ("you" or "Developer" in this Agreement). If you are a corporation, partnership, limited liability company or other entity approved by us (the "Approved Entity"), the term "owners" in this Agreement refers to the shareholders, affiliates, partners, members or other interest holders. Unless otherwise approved by DPF, the term "Controlling Person" refers to the person who owns fifty-one percent (51%) or more of the general partnership interest of such partnership, equity and voting power of all classes of issued and outstanding capital stock of such corporation, the membership interest of such limited liability company or the voting and ownership interests of such other entity.

This Agreement sets forth the understanding of DPF and Developer with respect to your development of Domino's Pizza stores ("Store" or "Stores") in the area described in Section 1 of this Agreement, which is as follows:

1. **Grant of Development Rights.** Subject to the terms of this Agreement, DPF grants to you the exclusive right to develop Stores within the area described in Exhibit A to this Agreement (the "Development Area"). Enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled are excluded from the Development Area.

2. **Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and expire on _____ (the "Term").

3. **Territorial Protection.** During the Term, we agree that neither we nor our affiliates will operate (directly or indirectly) or grant a franchise for the operation of a Store to anyone else in the Development Area, provided that you: (a) timely meet the development obligations set forth in Section 4 of this Agreement; and (b) otherwise comply with the provisions of this Agreement.

4. **Development Requirements.** You agree to open the following number of Stores during the Term by the dates set forth below:

<u>By The Following Dates</u>	<u>Total Number of Stores To Be Open and Operating</u>
-------------------------------	--

5. **Grant of Franchises.** We will grant you a franchise for the operation of a Store at a proposed site within the Development Area upon our approval of a completed application submitted by you in the form prescribed by us, provided that we determine in our sole judgment that:

- (a) you and your owners have the financial capacity and necessary skills and experience to develop and operate the Store based upon criteria established by us from time to time;
- (b) the site which you have proposed for the Store within the Development Area is a suitable site for a Store based upon criteria established by us from time to time;
- (c) you and your owners are in compliance with this Agreement and all Domino's Pizza Franchise Agreements ; and
- (d) you and your owners have furnished all information we may reasonably require in evaluating your application.

6. **Agreements to be Executed.** You and your owners agree to execute our then-current form of franchise agreement (the "**Franchise Agreement**") for each Store developed pursuant to this Agreement, providing for an initial franchise fee (or similar fee) equivalent to that provided in the then current Franchise Agreement as reflected in the policies adopted from time to time by us.

7. **Management and/or Supervision of Stores.** You must devote your full time and efforts (excepting reasonable vacation periods) to the management and/or supervision of Stores within the Development Area. If you are an Approved Entity, the Controlling Person must devote his/her full time and efforts (excepting reasonable vacation periods) to the management and/or supervision of Stores within the Development Area.

8. **Payments.** You agree to pay a Development Fee in the amount of _____ thousand dollars and zero cents (\$____,000.00).

9. **Termination.**

9.1 **Mutual Termination.** This Agreement and all rights and obligations of the parties may be terminated at any time by the mutual agreement of the parties.

9.2 **By DPF.** We may terminate this Agreement effective upon delivery of written notice to you if:

- (i) you fail to meet the Development Requirements set forth in Section 4 hereof;
- (ii) you or your owners fail to comply with any other provision of this Agreement;

(iii) any Domino's Pizza Area Agreement, Development Agreement or Franchise Agreement with any entity that you or your Controlling Person directly or indirectly, owns in whole or in part, is terminated by us in accordance with its terms;

(iv) you and your owners fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the Stores required to be opened and operated under this Agreement based upon criteria established by us from time to time; or

(v) the Controlling Person of the Developer under this Agreement is not at any time the Controlling Person of all approved entities operating Stores in the Development Area.

10. **Trade Secrets of DPF.** You agree that you will maintain the absolute confidentiality of all information and methods provided by us with respect to the operation of a Store and will not use any such information in any other business or in any manner not specifically authorized or approved in writing by DPF.

11. **Conflicting Business Interests.** Neither you nor any of your owners may, during the term of this Agreement, without our prior consent, which may be withheld in our sole judgment, (i) engage, or own any interest, in any other business activity, (ii) be employed by any other business, (iii) engage in any activity which may impair your ability to fulfill your obligations under this Agreement, or (iv) engage in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude.

12. **Assignment by DPF.** This Agreement is fully assignable by us and the assignee or other legal successor to DPF's interests will be entitled to receive all of the benefits of this Agreement.

13. **Assignment by Developer.** This Agreement and the development rights contained in this Agreement are personal to you and your owners and may not be voluntarily, involuntarily, directly or indirectly, assigned or otherwise transferred or encumbered by you or your owners. For purposes of this paragraph, a sale, assignment or transfer of the interests of any owner shall be deemed an assignment or transfer of this Agreement.

14. **Miscellaneous.** Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. This Agreement is binding on the parties to this Agreement and their heirs, assigns and successors in interest. By accepting this Agreement, you and your owners will be jointly and severally liable for the performance of the obligations set forth herein. Further, there are no other oral or written understandings or agreements between the parties. To the extent that this Agreement is inconsistent with any provision of any Franchise Agreement executed by you in connection with the operation of a Store, the terms of this Agreement shall govern.

15. **Notices.** All written notices permitted or required to be delivered shall be deemed so delivered when delivered to you by: (i) hand delivery, (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail, (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery, or (iv) one (1) day after transmission by telecopy or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section, including, without limitation, e-mail, shall be addressed to us at our most current principal business address or to you at the most current principal business address or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

16. **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Development Area is predominantly located.

17. **Effective Date of this Agreement.** This Agreement shall take effect upon the date of its acceptance and execution by all parties hereto.

DOMINO'S PIZZA FRANCHISING LLC

DEVELOPER

By: _____
Joseph P. Devereaux

By: _____

Its: Assistant Secretary, CFE

Its:

DATED: _____

DATED: _____

COVENANTS OF OWNERS

The undersigned individuals (the "**Owners**") represent and warrant to DPF that they are all of the owners of Developer or otherwise have a direct or indirect interest in the success of Developer and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce DPF to enter into this Agreement and grant the franchise to Developer, each of the Owners, on behalf of themselves and each of their affiliates, hereby jointly and severally guarantees the performance by Developer of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, provided that the liability of the Owners and their affiliates to DPF under their guarantee, other than the Controlling Person and his or her affiliates, shall be based upon the percentage of such Owner's ownership interest in Developer.

Each Owner acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of DPF;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than fifty one percent (51%) of the equity and voting power and/or interests in the Approved Entity, unless otherwise approved in writing by DPF and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a "supermajority" or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of "veto" rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agree that the purchase price for their interest shall be the fair market value for all of the Domino's Pizza Stores (including Domino's Pizza Pizzazz Stores and Domino's C Stores) which the Approved Entity operates as determined by an independent appraiser selected by the Controlling Person and the Owners holding a majority of the remaining interests. If the Controlling Person and the Owners holding a majority of the remaining interests cannot agree on an independent appraiser, the Controlling Person shall select an independent appraiser and the Owners holding a majority of the remaining interests shall select an independent appraiser and those two (2) appraisers shall select a third independent appraiser. The third independent appraiser selected by the two (2) appraisers shall determine the fair market value of the equity

and voting interest owned by the Owners and the determination of the third independent appraiser shall be final and binding on all parties. If an independent appraiser is not selected through this process within sixty (60) days, DPF shall have the right to select an independent appraiser whose determination of the fair market value shall be binding and final on all parties and DPF shall incur no liability for doing so. The result of such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Franchisee can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has given, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be given, received or taken during the continuation of this Agreement;

Each Owner also acknowledges and agrees, on behalf of such Owner and each of their affiliates, that DPF may apply any monies DPF may owe to any Owner or any of his/her affiliates, including, without limitation, from any profit sharing arrangements, to satisfy or offset amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement. Each Owner also acknowledges and agrees, on behalf of himself/herself and each of their affiliates, that DPF shall have recourse against and be entitled to pursue the assets of any other Domino's Pizza store owned by such owner and his or her affiliates to recover or satisfy any amounts owed by Franchisee or any Owner or their affiliates to us or our affiliates under the Franchise Agreement or any other agreement.

These Covenants of Owners are intended to modify and supercede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by DPF of assignment or entry of this Agreement with DPF, and DPF shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agree that in the event that any of the governing or establishing documents for the

Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and each Owner agrees to cast any necessary vote in favor of the amendment of such document or to execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated or otherwise changed in any manner without the prior written consent of DPF.

CONTROLLING PERSON

% of Ownership

OWNER

% of Ownership

OWNER

% of Ownership

OWNER

% of Ownership

EXHIBIT A

Your Development Area is as follows:

The following territories in the :

In accordance with the provisions of Section 1 of the Development Agreement ("Grant of Development Rights"), enclosed malls, institutions (such as hospitals), airports, parks (including theme parks), sports arenas, convention centers and other facilities or venues where events are scheduled shall be excluded from the Area described above. We retain the right on behalf of owners and our affiliates to open a Domino's Pizza store at any of these facilities or venues or grant franchises or licenses for others to do so; provided, however, that if we determine that it is feasible or permissible for a "traditional" store to be constructed in any of these facilities or venues and we are then prepared to grant a franchise for someone to operate the store, you shall have the first option to apply for the franchise to operate the store if you meet the legal and/or venue requirements, subject to your completion of our approval process and satisfaction of our conditions for approval. You shall be granted a reasonable period of time to consider the option. "Reasonable" shall be defined on a case-by-case basis by reference to the time allowed by the venue and competitive circumstances. In the event we decide to open a Domino's Pizza store at any of these facilities or venues, or grant a franchise or license for others to do so, the Area shall be automatically adjusted to exclude such facility or venue.

If there is any conflict or overlap between the Area described above and the boundaries of any existing franchise agreement, development or area agreement, the boundaries of the areas described in the other agreements that pre-date this agreement shall control and upon discovery of any such conflict the parties will sign an amendment to this Development Agreement amending the description of the Area set out above so as to remove any conflict or overlap between the Area described above and the area described in any existing agreement. In addition, if there are maps attached to our copy of this Development Agreement outlining the Area described above, the boundaries described on the maps attached to our copy shall take precedence over the written description of the Area set out above and shall control the description of the Area of this Development Agreement. Developer and its owners agree that none of them shall have any claim for damages against us or any other franchisee as a result of any overlap in the description of Area set out above and the description of any area in an agreement that pre-dates this Development Agreement and hereby irrevocably waive all such claims.

Developer understands and acknowledges that the Territory Identifications and areas identified on the maps attached are not to be construed as the area of primary responsibility or delivery service area of any Store to be opened within the Development Area. Areas of primary responsibility or delivery service areas for each Store shall be determined in accordance with the procedures established from time to time by DPF and identified pursuant to the terms of the Franchise Agreement executed for each such Store.

**RIDER (FOR RESIDENTS OF ILLINOIS)
TO THE DOMINO'S PIZZA FRANCHISING LLC
DEVELOPMENT AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 16 of the Development Agreement is hereby amended to read as follows:

16. **GOVERNING LAW.** The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Development Area is predominantly located or by the laws of the State in which you reside. However, if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Paragraph; then this Agreement (and its validity, interpretation and construction), any claims arising from this Agreement, and the relationship between us and you will be governed by the laws of the State of Illinois.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

Its: Assistant Secretary, CFE

By: _____

**RIDER (FOR RESIDENTS OF HAWAII)
TO THE DOMINO'S PIZZA FRANCHISING LLC
DEVELOPMENT AGREEMENT
BETWEEN DOMINO'S PIZZA FRANCHISING LLC AND**

DATED _____, _____

1. Section 14 of the Development Agreement is hereby amended to read as follows:

14. **Miscellaneous.** Section headings are for convenience only and shall not limit the enforceability or obligations contained therein. This Agreement is binding on the parties to this Agreement and their heirs, assigns and successors in interest. By accepting this Agreement, you and your owners will be jointly and severally liable for the performance of the obligations set forth herein. Further, there are no other oral or written understandings or agreements between the parties. To the extent that this Agreement is inconsistent with any provision of any Franchise Agreement executed by you in connection with the operation of a Store, the terms of this Agreement shall govern. Nothing in this Agreement or in any related agreement is intended to disclaim the representations in the franchise disclosure document.

DOMINO'S PIZZA FRANCHISING LLC

FRANCHISEE

By: _____
Joseph P. Devereaux

Its: Assistant Secretary, CFE

By: _____

ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to Development Agreement (the “Addendum”) is being entered into between Domino’s Pizza Franchising LLC (“DPF”, “we” or “us”) and _____ (“Developer” or “you”), is dated _____, 20____ and modifies and supplements the Development Agreement (the “Agreement”) by and between DPF and Developer dated _____, 20____. Any and all capitalized terms not defined herein shall have the meanings set forth in Agreement.

1. **New Store Builds and Incentives.** In exchange for you agreeing to and fulfilling the following requirements (the “Incentive Eligibility Requirements”), for traditional stores DPF will offer you a New Store Build Incentive as detailed below:
 - You agree to open:
 - (i) a minimum total of one (1) new store by _____ (the “First Store Required Open By Date”);
 - (ii) a minimum total of two (2) new stores by _____ (the “Second Store Required Open By Date”);
 - (iii) a minimum total of three (3) new stores by _____ (the “Third Store Required Open By Date”);
 - (iv) a minimum total of four (4) new stores by _____ (the “Fourth Store Required Open By Date”);
 - (v) a minimum total of five (5) new stores by _____ (the “Fifth Store Required Open By Date”);
 - (vi) a minimum total of six (6) new stores by _____ (the “Sixth Store Required Open By Date”);
 - (vii) a minimum total of seven (7) new stores by _____ (the “Seventh Store Required Open By Date”);
 - (viii) a minimum total of eight (8) new stores by _____ (the “Eighth Store Required Open By Date”);
 - (ix) a minimum total of nine (9) new stores by _____ (the “Ninth Store Required Open By Date”); and
 - (x) a minimum total of ten (10) new stores by _____ (the “Tenth Store Required Open By Date”).
 - The _____ (_____) new stores shall be referred herein collectively as the “New Stores” under the Agreement. All New Stores must be approved by DPF and meet all requirements and specification in order to be considered open by DPF.
 - The New Stores must be opened in _____ (Optional)

New Store Build Incentive

(to be completed as applicable)

2. **Failure to Comply With Development Requirements.** In the event you do not open any New Store by its respective Required Open By Date and do not open that New Store within the same fiscal year as the Required Open By Date in two (2) consecutive years, Developer will forfeit its rights of Development Area protection under Section 3 (“Territorial Protection”) of the Agreement.

3. **Clarification of Payments.** For purposes of clarification, pursuant to Section 8 of the Agreement, the Development Fee of _____ thousand dollars and zero cents (\$____,000.00) is equal to the sum total of twenty five thousand dollars (\$25,000.00) (the “Reservation Fee”) multiplied by the total number of New Stores to be built under the Agreement pursuant to the Development Requirements (\$25,000.00 (franchise fee) multiplied by ____ (____) (number of Stores to be opened) = \$____,000.00). Such Development Fee shall initially be deferred and will be reduced by \$25,000.00 for each New Store opened under the terms of the Agreement and Addendum.

4. **Reservation Fee Payment.** Developer acknowledges that in the event Developer does not provide a copy of an approved and executed lease for a New Store to Domino's Pizza Franchise Services within ninety (90) days after its respective Required Open By Date, Developer will be required to pay DPF the Reservation Fee. In the event Developer provides a copy of an approved and executed lease for a New Store within ninety (90) days after its respective Required Open By Date; and Developer has not begun approved construction on a New Store within one hundred eighty (180) days of its the Required Open By Date, Developer will be required to pay DPF the Reservation Fee. Further, in the event that Developer does not open all of its required New Stores under the Term of the Agreement and Addendum, Developer will be required to pay DPF the Reservation Fee for each of the New Stores not opened. All such repayments of the Reservation Fee shall be due within thirty (30) days' of written notice from DPF.

5. **Confidentiality of Terms.** Except as prohibited by law, the Agreement, the Addendum and other details of the negotiations between the parties are confidential in nature and shall not be disclosed by you to any third party, including, but not limited to, other Domino's Pizza franchisees.

6. **Inconsistency between Agreement and Addendum.** In the event of any inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

DOMINO'S PIZZA FRANCHISING LLC

By: _____
 Joseph P. Devereaux
 Its: Assistant Secretary, CFE

DEVELOPER:

By: _____
 Its:

DATED: _____

DATED: _____

DATED: _____

EXHIBIT H

LICENSE AGREEMENT

Store #

DOMINO'S PIZZA FRANCHISING LLC

LICENSE AGREEMENT

Licensee

TABLE OF CONTENTS

	<u>Page</u>
1. Grant	1
2. Term.....	1
3. Support.....	2
4. Training.....	2
5. Products.....	2
6. Payments and Records	2
7. Standards and Specifications	4
8. Compliance with Laws and Other Business Practices	6
9. Confidentiality and Non-Disclosure	7
10. Assignment	8
11. Marks	8
12. Termination.....	9
13. Obligation Upon Termination or Expiration.....	11
14. Post Term Covenant.....	12
15. Relationship of Parties	12
16. General Provisions	13
17. Effective Date of Agreement	15

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is being entered into between Domino's Pizza Franchising LLC, a Delaware limited liability company, ("we", "DPF", or "us" in this Agreement), and ("you" or "Licensee" in this Agreement).

RECITALS

WHEREAS, DPF franchises and licenses retail outlets specializing in the sale of pizza and related food products and featuring carry-out services under the name "Domino's Pizza" and other related valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores (the "Marks").

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of granting limited permission for Licensee to sell certain Domino's Pizza products in accordance with the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant.

A. Subject to the terms of this Agreement, DPF grants you a license to operate Domino's Pizza Store # located at (the "Store") to sell, only at the Store, certain Domino's Pizza products authorized by DPF listed on Exhibit A which may, from time to time, be modified only by written notice from DPF (the "Products"). Sales are authorized for dine-in and carry-out service of the Products within the Store. Licensee shall not have the right to offer or sell the Products through delivery or outside of the Store. Licensee acknowledges and agrees that DPF shall have the sole right to determine which Products may be offered for sale at the Store and sale of Products from any other location shall be a material breach of this Agreement and shall entitle DPF to immediately terminate this Agreement without further obligation on DPF part.

B. During the term of this Agreement and in addition to all other obligations in the Agreement, Licensee will not enter into similar arrangement or agreements with any other individual or company for the sale of pizza, or offer any other Product or comparable products, for sale within the Store.

2. Term.

The term of this Agreement shall be for a period of five (5) years, commencing on the date of opening of the Store ("Term"), unless terminated sooner as provided under the terms of this Agreement. Notwithstanding the foregoing, with respect to the Store, this Agreement shall automatically terminate if Licensee fails to maintain the right to provide food service at the Store.

3. Support.

DPF shall provide such assistance and support to assist Licensee's supervision of its operations relating to the sale of the Products pursuant to this Agreement as DPF determines from time to time to be necessary in order to assure product consistency and quality and to protect the Marks. Such assistance may include advice with respect to: (1) methods of preparation, package and sale of Products; (2) training of employees; and (3) operational problems.

4. Training.

A. DPF will loan Product preparation training materials to Licensee. All materials loaned to Licensee are confidential and proprietary to DPF, including but not limited to operating manuals, food preparation job aides, posters, signage, and memorandum addressing Product quality issues, ("Training Materials"). All persons receiving training, Training Materials and knowledge will be required to maintain the confidentiality of the Training Materials and upon request will sign a confidentiality agreement in form satisfactory to DPF.

B. Licensee agrees to strictly follow DPF's standards and Product preparation procedures and will keep all related information and Training Materials confidential, using all information and materials only for the purpose of performing its obligations under this Agreement.

C. Licensee shall implement a training program for its employees who are involved in the preparation and sale of Products pursuant to this Agreement and to be solely responsible for training Licensee's employees.

5. Products.

To insure the quality of the Products and to maintain the goodwill and standards associated with the Marks, Licensee agrees that all products used in connection with the preparation and sale of the Products during the term of this Agreement shall be purchased by Licensee from Domino's Pizza Distribution LLC, an affiliate of DPF ("DPD"), unless we otherwise approve. The current material terms and conditions of purchases and sales from DPD are set out on the attached Exhibit B.

6. Payments and Records.

A. During the term of this Agreement, Licensee agrees to pay to DPF a license fee equal to ten percent (10%) of the weekly gross sales of the Products sold at the Store. For purposes of this Agreement, gross sales shall include total receipts from the sale of all Products authorized for sale at the Store but exclusive of sales tax or equivalent taxes. Licensee shall report gross sales on a weekly basis in form and manner prescribed by DPF and shall submit the weekly reports of sales along with the payment of license fee. The license fee shall be paid to DPF in the following manner: fee must be paid weekly and must be paid by Thursday of each week on weekly gross sales for the week ending on the preceding Sunday. Payment must be made by electronic funds

transfer as provided in Section 6.E below or as we may otherwise designate from time to time.

B. Licensee agrees to pay to DPF a one-time licensing fee of \$2,500.00, due prior to execution of this Agreement.

C. Licensee agrees to pay interest at the rate of one and one half percent (1½%) per month, or at the highest legal rate, whichever is less, on any amount owed to DPF under this Agreement not paid when due.

D. Licensee agrees to maintain the financial and other information relating to the sale of Products in form, manner and format that is consistent with DPF systems.

E. You must participate in an electronic funds transfer program under which license fee payments are deducted or paid electronically from your bank account. We may permit you to initiate payments via a system established or approved by us, or at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your Store bank operating account (the "Account") for payment of license fees on forms we prescribe. In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the due date for payment. The amount actually transferred from the Account to pay license fees will be based on the Store's weekly gross sales reported to us. If you have not reported weekly gross sales of the Store to us for any reporting period, we will be authorized to debit the Account in an amount equal to the license fee transferred from the Account for the last reporting period for which a report of the weekly gross sales of the Store was provided to us. If at any time we determine that you have under-reported the weekly gross sales of the Store or underpaid license fees due us under this Agreement, we will be authorized to initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. Our use of electronic funds transfers as a method of collecting license fees due us does not constitute a waiver of any of your obligations to provide us with weekly gross sales reports as provided in Section 6 nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. If, for any reason other than your fault or neglect, the electronic funds transfer program in which we require you to participate is not functioning so as to allow you to pay the amounts due under this Agreement to us, you may seek permission from us to make payment by mail for the period of time that the electronic funds transfer system is not functioning. If we grant permission for you to make payment by mail, we will specify the day by which payment must be postmarked and paid for any week on royalty sales for the week ending on the preceding Sunday.

F. When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for license fees, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied. In addition, we may offset

any amount otherwise due under any discount or rebate program against any amount owed to us.

7. Standards and Specifications.

A. Licensee acknowledges the importance to DPF, its reputation and goodwill, and to the public of maintaining high, uniform standards of quality in the Products. Licensee therefore agrees to maintain all standards of quality prescribed by DPF from time to time. Licensee agrees to strictly comply with all specifications, standards and operating procedures and rules prescribed by DPF from time to time, whether prescribed in the form of training materials, operating manuals, operational bulletins or similar materials containing mandatory and suggested specifications, standards and operating procedures and rules prescribed from time to time by DPF and information relative to Licensee's obligations under this Agreement (the "**Confidential Materials**"). Such specifications, standards and operation procedures and rules include, but shall not be limited to, specifications, standards, operating procedures and rules relating to:

- (i) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, (including computer hardware, software, peripheral devices, high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources), image, fixtures, furniture, decor and signs;
- (ii) qualifications, dress, grooming, general appearance and demeanor of you and your employees, including, but not limited to, engaging in any conduct which, in our judgment, adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct, misrepresentation or moral turpitude;
- (iii) quality, taste, portion control and uniformity, and manner of preparation and sale, of all pizza and other authorized food and beverage products sold by the Store and of all ingredients, supplies and materials used in the storing, holding, preparation, packaging and sale of these items;
- (iv) methods and procedures relating to receiving, preparing, holding, serving and storing customer orders, including without limitation, online ordering;
- (v) the hours during which the Store will be open for business;
- (vi) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;
- (vii) the handling of customer complaints;
- (viii) advertising and promotions;

- (ix) advertising on the Internet or other electronic media, including websites, home pages and the use of domain names;
- (x) e-mail capabilities of the Store and other electronic communication methods (including high speed broadband connectivity, high speed broadband monitoring, and methods and means of encryption and access to our network resources) and devices to facilitate communication with us or our offices, including the exchange of information between the Store and us; and,
- (xi) the method and manner of payment which will be accepted from customers.

By entering into this Agreement, you agree to abide by these specifications, standards, operating procedures and rules and to fully adopt and implement them.

Any failure by Licensee to comply with such operational standards shall be a material breach of this Agreement entitling DPF to terminate it according to the provisions of Section 13.

B. Licensee's advertising, packaging and business materials shall be consistent with the prestige of the Marks. In connection therewith, Licensee agrees that all advertising or business materials bearing the Marks must be submitted to DPF for its prior written approval.

C. Licensee shall permit DPF or its designated representative to inspect the premises and operations of the Store, at any time, to determine Licensee's compliance with this Agreement. Such inspections shall be during normal business hours and Licensee agrees to provide access to the Store for the inspections. Licensee agrees that we may conduct all or part of an inspection, either on-site or from a remote location. Inspections of the Store will be made at our expense, unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation the travel expenses, room and board and compensation of our or our designee's employees. You and your owners agree to fully comply and cooperate with any and all inspections, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

D. Licensee grants DPF the right to audit or cause to be audited the sales, financial reports, supporting records and other financial information relating to the sale of Products at the Store and Licensee's compliance with this Agreement. In the event any audit discloses an understatement of the gross sales at the Store (regardless of whether the understatement is intentional or not), we shall have the right to require that Licensee immediately pay on the amount of such understatement the license fee of ten percent (10%), plus interest due under this Agreement. Further, in the event such understatement shall be two percent (2%) or more of the gross sales or such audit is made necessary by Licensee's intentional or negligent underreporting (including without limitation,

underreporting that arises out of your insufficient supervision of your employees) or by Licensee's failure to furnish reports, supporting records, financial statements or other information required by this Agreement or to furnish these reports, records, information or financial statements on a timely basis, Licensee agrees to reimburse DPF for the cost of the audit, including the charges of any independent certified public accountant used and the travel expenses, room and board and compensation of DPF employees or anyone used to conduct the audit. In the event Licensee disputes the results of the audit, Licensee has the right, upon written notice to DPF within ten (10) days of Licensee's receipt of the results of the audit, to have the results verified by an independent certified public accounting firm selected by DPF outside accounting firm. The expense of this audit shall be borne by Licensee unless this further audit discloses that no deficiency is due in which case DPF will pay for the audit. Licensee agrees to cooperate with all personnel conducting the audit. The results of the independent audit shall be binding upon the parties. Licensee agrees to pay any deficiencies within ten (10) days after receipt of DPF audit or, if applicable, the independent audit requested by Licensee. You acknowledge and agree that conducting an audit as authorized by this section is one but not the only way we may determine or establish that you have underreported the royalty sales of the Store for any period or periods. You and your owners agree to fully comply and cooperate with any and all audits, including, but not limited to, you, your owners and your employees treating our personnel in a professional manner.

E. Licensee shall conduct its operations under this Agreement in compliance with all Federal, state and local laws, ordinances, regulations and directives from governmental authorities, including without limitation, the Fair Labor Standards Act and all other laws and regulations pertaining to the employment of minors; as well as health and safety regulations, standards and guidelines under the Occupational Safety and Health Act (OSHA) and the Americans with Disabilities Act.

8. **Compliance with Laws and Other Business Practices.**

You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or our affiliates or subsidiaries or pursuant to any agreement with any other creditor or supplier of the Store. You shall file all tax returns and pay all taxes before they become delinquent. You agree not to permit any levy or warrant to be issued by any taxing authority or other creditor, (excluding mechanics liens and other immaterial liens), against any of your assets, nor allow any of your assets to be seized or frozen by any taxing authority or other creditor. Furthermore, if you are subject to any withholding taxes on license fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis.

You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all

notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. Without limiting the generality of other provisions of this Agreement, you agree to defend, indemnify and hold us and our affiliates harmless from and against any and all claims, demands, duties, obligations, damages, fines and/or penalties imposed upon you as a result of non-compliance with the Payment Card Industry requirements.

You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti-Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

9. Confidentiality and Non-Disclosure.

A. Licensee agrees to maintain the absolute confidentiality of the Confidential Materials and all other information concerning the Products, recipes, ingredients, cooking and preparation processes, and distribution processes during and after the term of this Agreement, disclosing this information to other employees of the Store only to the extent necessary for the implementation of the sale of Products in accordance with this Agreement. Licensee will not use the Confidential Materials or other information in any other business or in any other manner not specifically authorized or approved in writing by DPF.

B. These confidentiality obligations shall survive notwithstanding any termination or expiration of this Agreement.

C. Except as may be required or permitted by applicable law, you agree that neither you nor your affiliates, owners, representatives, agents or employees will make any statements or communications, directly or indirectly, about us or our affiliates, officers, employees, franchisees (including you or your affiliates), businesses, properties, financial condition, sales trends, management, ownership, past or current business practices or strategies to any person, including, without limitation, the media or any financial analysts, whether verbally or in writing, including, without limitation, any

communications or statements that would reasonably be expected to adversely affect our business or reputation or the Domino's System or shareholders of Domino's Pizza, Inc. or its affiliated companies.

10. **Assignment.**

A. This Agreement is fully assignable by us and the assignee or other legal successor to our interests will be entitled to all of the benefits of this Agreement.

B. Licensee may not assign, sell or transfer this Agreement or any rights, obligations or interest arising under this Agreement without the prior written consent of DPF. DPF agrees to consider an assignment, sale or transfer of this Agreement to a proposed assignee or transferee provided Licensee is not in default of any of its obligations under this Agreement, the proposed assignee or transferee (and its owners) meets DPF's then applicable standards for assignee or transferee and, in DPF's reasonable judgment, has the qualifications to operate the Store, the proposed assignee or transferee (and its owners) complete any training DPF may require, the transferee or assignee agrees to refurbish the Store at DPF's request and the proposed transferee or assignee pays a transfer fee to DPF in amount specified by us in our then current Franchise Disclosure Document to offset the costs evaluating and completing the assignment or transfer to others. The transfer, assignment or sale of a controlling interest in Licensee shall be deemed a transfer of this Agreement.

11. **Marks.**

A. Licensee acknowledges that DPF has the license to use and to license the use of all Marks and that all usage of the Marks and any goodwill established shall inure to the exclusive benefit of DPF, its successors, assigns and affiliates. You shall use the Marks in full compliance with rules prescribed from time to time by us. You agree not to engage in any conduct which, in our sole judgment, could disparage or impair the reputation of the Store or Domino's System or the goodwill associated with the Marks. Licensee will not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols, nor may Licensee use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by DPF.

B. Licensee agrees to immediately notify DPF of any infringement of or challenge to Licensee's or DPF use of any Mark or claim by any person of any rights in any Mark of which Licensee is aware. Licensee agrees that it will not communicate with any person other than its counsel, DPF and its counsel in connection with any such infringement, challenge or claim. DPF shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation of the Patent and Trademark Office or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. Licensee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of DPF counsel, be necessary or advisable to protect and maintain DPF interest in any

such litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain DPF interest in the Marks.

C. DPF will indemnify Licensee against and reimburse Licensee for all damages for which Licensee is held liable in any proceeding arising out of the use of any Mark in compliance with this Agreement. If it becomes advisable at any time in DPF sole discretion for Licensee to modify or discontinue use of any Mark and/or use one or more additional or substitute Marks, Licensee agrees to do so and DPF sole obligation will be to reimburse Licensee for its tangible costs of complying with this obligation.

12. **Termination.**

A. If Licensee is in compliance with this Agreement and DPF breaches this Agreement and fails to cure any breach within thirty (30) days after written notice is delivered to DPF, Licensee may terminate this Agreement effective ten (10) days after delivery of notice to DPF.

B. DPF shall have the right to terminate this Agreement effective upon delivery of notice of termination to Licensee, if Licensee:

(i) fails to comply with any provision of this Agreement or any specification, standard or operating procedure or rule prescribed by DPF which relates to the use of any Product, Mark or the quality of the Products or the cleanliness or sanitation of the Store and does not correct this failure within seven (7) days after written notice is delivered to Licensee;

(ii) fails to pay when due any amount owed to DPF and does not correct such failure within ten (10) days after written notice is delivered to Licensee;

(iii) fails to conduct its operations under this Agreement in compliance with all Federal, state and local laws, ordinances, regulations and directives from governmental authorities, including without limitation, the Fair Labor Standards Act and all other laws and regulations pertaining to the employment of minors; as well as health and safety regulations, standards and guidelines under the Occupational Safety and Health Act (OSHA), and the Americans with Disabilities Act, and Licensee does not correct such failure within 24 hours if the violation concerns a health issue and within seven (7) days if the violation concerns any other law, ordinance, regulation, standards, directive of a governmental official, or guideline referred to in this section. Notwithstanding the foregoing, if any law, ordinance, regulation, standard, directive of a governmental official, or guideline requires corrective action within a shorter period of time than allowed in this Agreement, the shorter period of time shall be substituted for the time set out above and Licensee agrees to take such corrective action within the shorter period of time.

(iv) has made any material misrepresentation on any record or report required by us under this Agreement or on your application for the license, or in any other application submitted to us;

(v) does not commence operations within ninety (90) days from the date of this Agreement

(vi) is judged a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they become due, or a petition under any bankruptcy law is filed against Licensee or any of its owners or a receiver or other custodian is appointed for a substantial part of the assets of Licensee;

(vii) abandons or fails to continuously and actively sell all authorized Products under this Agreement as the schedule of events at the Store permits;

(viii) or any of its material owners or key management personnel is convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks or engages in any conduct which, in DPF judgment, adversely affects the reputation of the Store or the Domino's System, or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct misrepresentation or moral turpitude;

(ix) intentionally or negligently under-reports the gross sales of the Store;

(x) fails to pay to DPF the applicable license fee and interest due within ten (10) days after receipt of a final audit report which indicates an understatement of gross sales by Licensee;

(xi) fails to obtain or maintain insurance required by this Agreement and does not correct this failure within forty-eight (48) hours after written notice;

(xii) fails on three (3) or more occasions during any twelve (12) month period to comply with any one or more provisions of any license agreement for the Store (which includes not only this Agreement but also the license agreement in force immediately prior to this Agreement if this Agreement has been in effect for less than twelve (12) months), whether or not such failure to comply is corrected after notice is delivered to Licensee;

(xiii) fails to comply with any other provision of this Agreement or any specification, standard or operating procedure and fail to correct this failure within thirty (30) calendar days after written notice;

(xiv) fails to maintain possession of the Store;

(xv) any of your assets or items used in the operation of the Store are seized or you are otherwise denied the use of the property or access to the Store

because of your failure to pay any taxing authority or any amount due a creditor of the Store, or because of any other act or omission of you or any of your owners; or, you fail to notify us of a tax levy or delinquency;

(xvi) you fail to cease operating the Store, or fail to correct the conditions in the Store causing a present threat of imminent danger to public health or safety, after notice to you as provided in Section 13.C of this Agreement; and

(xvii) you fail to comply with Section 9 "Solicitation of Employees" of this Agreement;

(xviii) you or your material owners violates any of the anti-terrorism provisions contained in this Agreement.

C. In the event that the conditions of the Store or operations at the Store, in our judgment, present a threat of imminent danger to public health or safety, we may require the immediate cessation of operations at the Store upon delivery of a notice to you. The notice shall contain the reason we believe immediate cessation of operations is required. The parties shall address the conditions and develop a plan to correct all deficiencies within seven (7) days of the delivery of the notice.

13. Obligation Upon Termination or Expiration.

A. Upon termination or expiration of this Agreement, Licensee agrees to:

(i) immediately return to DPF all copies of any Confidential and Training Materials;

(ii) immediately pay all license fees and other amounts which are due and owing;

(iii) immediately cease identifying the Store or any portion thereof as being associated with DPF;

(iv) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any Mark;

(v) notify the telephone company, postal service, and all listing agencies in writing of the termination or expiration of your right to use all telephone numbers, post office boxes, and all classified and other directory listings relating to the Store and to authorize in writing the transfer of these to us or our designee. You acknowledge that we have the sole rights to and interest in all telephone numbers, post office boxes, and directory listings relating to any Mark, and you authorize us to direct the telephone company, the postal service, and all listing agencies to transfer all telephone numbers, post office boxes, and directory listings to us or our designee and if you fail or refuse to do so, the telephone company, postal service, and all listing agencies may accept our

direction as evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct the transfer. Upon execution of this Agreement or at any time thereafter, you agree to execute any written authorizations or pre-approved authorizations in the form prescribed by us directing the telephone company, postal service, and any listing agencies to transfer all telephone numbers, post office boxes, and directory listing to us, or our designee upon the occurrence of any such termination or expiration;

(vi) immediately cease using the Marks and identifying yourself as a Domino's Pizza Store, including, without limitation, disabling and ceasing to permit the continued operation of any website relating to the Store or which utilizes the Marks; and

(vii) if you retain possession of the Store premises, at your expense, make such reasonable modifications to the exterior and interior of the Store (including signage, menu boards, job aids, product photos and the like) as we require to fully eliminate its identification and appearance as a Domino's Pizza Store. If you fail or refuse to fully de-identify the Store to the extent and in the manner required by this Agreement, we may, at our option and in addition to other rights and remedies we may have, make the modifications that are contemplated by this Agreement on your behalf and you agree to promptly pay and reimburse us on demand for any costs incurred by us or our designee including, without limitation, the proportionate compensation of our or our designee's employees who devote time and render services in the de-identification of the Store.

14. Post-Term Covenant.

You agree that, for a period of one (1) year after termination or expiration of this Agreement, or the date on which you cease to operate the Store, whichever is later, you will not, directly or indirectly for the benefit of you or your owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, license, franchise, make loans to, or have any other interest, whether financial or otherwise, in any carry-out or delivery pizza store business located at the premises of the Store. The covenant contained in this section shall not be deemed to impair, modify or change any covenant not to compete contained in any agreement for the purchase and sale of the Store and shall be in addition to all other obligations you have under this Agreement to us or our affiliates upon termination or expiration of the Agreement.

15. Relationship of Parties.

A. Licensee is, and at all times shall be construed to be, an independent contractor. Nothing contained in this Agreement shall be construed or considered to create between Licensee and DPF a relationship of partnership, employer and employee, franchisor and franchisee or principal and agent.

B. The persons who work at the Store are employees of Licensee and not the agents, servants or employees of DPF. DPF has no right to hire, discipline, schedule for work, supervise, terminate the employment, or direct the activities of the employees of Licensee.

C. Licensee shall:

- (i) have complete charge of the management and operation of the Store;
- (ii) hire and pay the wages and compensation of all of its employees and agents;
- (iii) be responsible for all employment, withholding, income and other taxes incurred in connection with the operation of the Store;
- (iv) pay all bills, expenses and other charges required, incurred or payable with respect to the sale of the Products at the Store; and
- (v) not have the right or ability to execute any agreements or contracts for or on behalf of DPF or its successor or any subsidiary or affiliate.

D. If DPF, its successor or any subsidiary, affiliate or employee is subjected to any claim, demand or penalty or becomes a party to any suit or judicial or administrative proceeding by virtue of any claimed act or omission by Licensee, its employees or agents, or by reason of any act occurring on the premises of the Store, Licensee shall defend, indemnify and hold DPF, its successors and any subsidiaries, affiliates, employees, licensees and franchisees harmless against all judgments, settlements, penalties and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on DPF, its successors, subsidiaries, affiliates, employees, licensees or franchisees in connection with the investigation or defense relating to such claim or litigation or administrative proceeding. Licensee agrees to maintain worker's compensation insurance for its employees and comprehensive general liability and automobile liability insurance coverage, each with limits of at least \$1,500,000 per occurrence, naming DPF as an additional insured on the liability policies.

16. General Provisions.

A. This Agreement and its performance shall be construed and interpreted in accordance with the laws of the state where the Store is located.

B. Section headings are for convenience only and shall not limit the enforceability or obligations contained therein.

C. The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any

right under this Agreement or to insist upon full compliance with our or your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

D. All written notices permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered when delivered to you or the Store by (i) hand; (ii) three (3) days after having been placed in the United States Mail by Registered or Certified Mail; (iii) one (1) day after being placed in the hands of a commercial courier service for next day delivery; or (iv) one (1) day after transmission by facsimile or other electronic system (including via e-mail and including e-mails which you are the only addressee or one of multiple addressees). Notices delivered pursuant to this section including, without limitation, e-mail, shall be addressed to us at our most current principal business address or to you at the most current principal business address, e-mail or home address of which we have been notified in writing. You are obligated to provide us with a correct current address for your home and business and to notify us of any change in address within ten (10) business days. If you maintain an e-mail address for your business you agree to provide us with your business e-mail address and notify us of any change in your e-mail address within ten (10) business days. You understand and agree that providing us with notice of changes in addresses (including e-mail address) shall be made in the manner provided in this section for giving notices. If you fail to timely notify us of a change of address (including e-mail, business or home), all notices sent to the prior address will be deemed properly delivered.

E. If Licensee develops any new process, concept, improvement, or technique through the exercise of the rights granted hereunder, Licensee agrees to promptly notify DPF of such occurrence and provide DPF with the details. Licensee agrees that any such development or improvement shall be the property of DPF for use as DPF deems appropriate.

F. If any legal or equitable action is commenced, either to challenge, interpret, or to secure or protect its rights under or to enforce the terms of this Agreement, in addition to any judgment entered in its favor, DPF shall be entitled to recover such reasonable attorney's fees as DPF or anyone acting on DPF's behalf may have incurred together with court costs and expenses of litigation.

G. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understandings of the parties regarding the subject matter of this Agreement, provided that nothing in this Agreement or in any related agreement is intended to disclaim the representations made in any franchise disclosure document DPF delivered to Licensee in connection with this Agreement.

H. Licensee acknowledges that it has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks making the success of the venture largely dependent upon its business abilities. DPF expressly disclaims the making of, and Licensee acknowledges that it has not

received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. In addition, Licensee acknowledges and agrees that this Agreement may not be modified, amended or changed except by a writing signed by all parties. Licensee also acknowledges that this Agreement has been executed by us in the State of Michigan and that this Agreement is to be performed in part through services rendered in the State of Michigan.

18 **Effective Date of this Agreement.** This Agreement shall become effective upon the date of its acceptance and execution by us.

DOMINO'S PIZZA FRANCHISING LLC

LICENSEE:

By: _____
Joseph P. Devereaux

Its: Assistant Secretary, CFE

By: _____

Its:

DATED: _____

DATED: _____

DATE OF STORE OPENING

EXHIBIT A

Authorized Products

8-inch Parbake Pizza
14-inch Pre-Zesty Parbake Deep Dish Pizza
Cheese Bread
Cinnamon Bread
Buffalo BBQ Wings
Buffalo Hot Wings

8-inch Parbake Pizza
14-inch Pre-Zesty Parbake Deep Dish Pizza
Cheese Bread
Cinnamon Bread
Buffalo BBQ Wings
Buffalo Hot Wings
All Domino's ® line of Breakfast Biscuit Sandwiches
Domino's ® Potato Bites

8-inch Parbake Pizza
14-inch Pre-Zesty Parbake Deep Dish Pizza
Cheese Bread
Cinnamon Bread
Buffalo BBQ Wings
Buffalo Hot Wings
All Domino's ® line of Breakfast Biscuit Sandwiches
Domino's ® Potato Bites
Oven Baked Sandwiches

- Chicken Bacon Ranch
- Philly Cheese Steak
- Italian Sausage and Peppers

Chocolate Lava Crunch Cakes

EXHIBIT B

This document outlines the credit terms and collection policies utilized by DPD for all purchases from the DPD's Supply Chain Centers made by franchisees and licensees.

CREDIT TERMS

These credit terms apply to customers who meet the following minimum criteria:

- In good standing with all Domino's Pizza entities with regard to payments
- No past due history with the Supply Chain Centers during the previous 6 periods
- New customer with no payment history

PAY ELECTRONICALLY BY INTRANET OR WIRE TRANSFER CREDIT TERMS:

- If payment is made electronically, all items delivered Monday through Sunday are due by the third Monday which is 15 days following Sunday. For example:

Mon	Tue	Wed	Thu	Fri	Sat	Sun	
1	2	3	4	5	6	7	Purchases made Mon - Sun (1st-7th)
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	Payment is due Monday the 22nd

- Payments made electronically must be initiated/transferred on or before the Monday due date. Domino's Online intranet transactions must be completed by 4:30 pm Eastern Time on the Monday due date. Check with your local bank for daily cutoff times for wire transfers. Payments initiated/transferred after the Monday due date cutoff time are considered past due.

Wire Information

JP Morgan Chase

Detroit, MI

Domino's Pizza

Distribution

ABA # 0210-0002-1

Acct # 46611

If Licensee fails to make payments when required herein, Licensee agrees, upon request by DPD, to post a security deposit with DPD for deliveries to the Store in an amount equal to an four (4) weeks of DPD Product sales based upon DPD's best estimate of the expected sales to Licensee during the twelve (12) months following the request. Other terms of DPD's credit policy apply.

EXHIBIT I

DOMINO'S PIZZA HELP DESK SERVICES AGREEMENT

Domino's Pizza Help Desk Services Agreement

This Help Desk Services Agreement (this "Agreement"), dated _____, 20_____, is by and between Domino's Pizza LLC ("Domino's") and _____ ("Franchisee").

WHEREAS, Domino's has agreed to offer help desk services via a toll-free telephone number and online chat (the "Services") for Domino's Pizza franchisees who own Domino's Pizza stores (each a "Store" and collectively, the "Stores") operating the Domino's PULSE computer system. The Services shall include assistance with Domino's PULSE problem resolution, answering of questions and general assistance in Domino's PULSE use.

WHEREAS, Franchisee desires to have the Stores listed on Exhibit A, as may be updated from time to time, receive the Services according to the terms of this Agreement and the rules, standards and policies set from time to time related to the Services.

NOW THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term; Termination

1.1 The term of the Agreement shall commence upon acceptance of this Agreement by Domino's at its offices in Ann Arbor, Michigan, and shall remain in force for a period of one (1) year (the "Original Term"), except as otherwise stated. At the end of the Original Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term" and collectively with the Original Term, the "Term"), unless cancelled by either party by giving not less than sixty (60) days' written notice prior to the expiration of the Initial Term or a Renewal Term, as the case may be.

1.2 Either party may terminate this Agreement in the event of any breach by the other party which breach is not cured within thirty (30) days after receipt of written notice of such breach. If Franchisee terminates the Agreement due to the breach of Domino's to comply with the Service Level Agreements set forth in Section 2.8 below, Franchisee is entitled to reimbursement equal to the Fees paid by Franchisee for any remaining unused incidents.

1.3 Domino's may terminate the Agreement: (i) at any time on forty-five (45) day written notice to Franchisee; or (ii) in the event of nonpayment by Franchisee if such breach is not cured within ten (10) days after receipt of written notice.

1.4 Franchisee may terminate this Agreement at any time upon forty-five (45) day written notice to Domino's.

1.5 This Agreement shall terminate immediately upon (a) Franchisee's bankruptcy or insolvency; (b) the cessation of Franchisee's business operations as a Domino's Pizza franchisee or the termination or non-renewal of the Standard Franchise Agreement for the Store; or (c) the cessation of Franchisee's use of the Domino's PULSE system.

1.6 Franchisee may assign this Agreement to a purchaser of the Stores who has entered into a Standard Franchise Agreement with Domino's and agrees to be bound by the terms hereof. Franchisee shall provide Domino's with written notification that this Agreement has been assigned.

2. Fees and Charges; Invoices and Payment The fees for the Services (the "Fees") are stated in United States dollars and are assessed per incident at the rates as follows and are subject to change at any time with sixty (60) days' prior written notice to Franchisee:

Incident Type	Per Incident Fee
Call	44.00
Chat	28.00

2.1 During the Term of the Agreement, Franchisee shall be invoiced on a monthly basis for the Fees utilized by Franchisee during the prior month. Such monthly Fees shall be calculated by multiplying (i) the Per Incident Fee by (ii) the number of incidents closed by GlobalCare under that FCode during the prior month. Tickets are closed after they have been in a "Resolved" state for 30 days. For example, if GlobalCare closed two phone incidents and one chat incident in the prior month, that Franchisee would be billed $(\$44.00 \times 2) + (\$28.00 \times 1) = \$116.00$.

2.2 An incident shall be defined as an occurrence in which Franchisee, or its agent, contacts Domino's for the remedy of such occurrence. Incidents shall remain open until mutual agreement is reached between the initiator of the incident and Domino's that the issue instigating the incident has been rectified.

2.3 Franchisee agrees to accept an invoice from Domino's for all fees and remit payment via the Domino's Online Payment System or as otherwise from time to time instructed by Domino's. Domino's will send the invoice to the Franchisee's corporate address. Payment is due upon receipt of invoice, without set-off or claim. If payment is not received within thirty

(30) days from receipt of invoice Domino's may: (i) assess a charge not to exceed one and a half percent (1.5%) per month on all amounts due; and/or (ii) pursue other remedies available at law, or pursuant to other agreements between Franchisee and Domino's, or pursuant to this Agreement. All prices and payments are in U.S. dollars.

2.4 Services shall include remote support of the Domino's Pulse application, approved credit card processing applications, and the approved, standard hardware required to operate Domino's Pulse. The Services shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year unless notice has been sent out through Domino's communications notifying of temporary closure. Domino's communications may include but are not limited to DPZ Communication sent via email, IVR put up on the incoming call line, email sent to Franchisee email on file or the Rush published by Domino's.

2.5 Domino's represents that the following Service Levels, as measured by Services provided to all franchisees receiving Services, will be maintained through the term of this Agreement:

-Calls will be answered within seven (7) minutes at least ninety-five and one-half percent (95.5%) of the time

-Incidents will be resolved on the first call at least sixty six percent (66%) of the time

-Incidents not resolved on the first call will be responded to according to the following:

- Severity One within one (1) hour; Severity One is an incident that involves the inability of the store to process orders
- Severity Two within twenty-four (24) hours; Severity Two is an incident that involves operational disruption to the store.
- Severity Three within forty-eight (48) hours; Severity Three is an incident that involves all other issues not categorized as a Severity One or Two.

3. No Warranties ALL PRODUCTS AND SERVICES DELIVERED BY DOMINOS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS AND CONDITIONS OF THIS AGREEMENT CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY.

4. Limitation of Liability DOMINO'S SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, LOSS OF PROFITS OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DOMINO'S SHALL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

5. General

5.1 This Agreement and all addenda supersede in full all prior discussions and agreements, oral and written, between the parties relating to the Services and constitutes the entire agreement between the parties relating to the Services. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.

5.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, pandemics, strikes or inability to maintain labor or materials on time.

5.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed, and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

5.4 All required notices under this Agreement shall be sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing by the respective party. All notices shall be given by certified or registered mail, or overnight carrier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

5.5 This Agreement shall be governed by the laws of the State of Michigan.

6.6 Neither party to this Agreement is, or shall represent itself to be, an agent, partner, or employee of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, agency, or partnership, or any relationship other than independent parties to a contract. Each party retains control of the day to day activities of its respective business.

6.7 Failure by either party to enforce any provision of this Agreement shall not constitute a waiver or affect its right to require future performance thereof, nor shall its waiver of any breach of any provision of this Agreement constitute a waiver of any subsequent breach or nullify the effectiveness of any provision. No waiver shall be binding.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Domino's Pizza LLC

By: _____

Name: _____

Title: _____

Address for notices: _____

Franchisee _____

By: _____

Name: _____

Title: _____

Address for notices: _____

E mail address: _____

Exhibit A

Participation Stores

Dated: _____, _____

Store#

Store#

Store#

EXHIBIT J

SALE OF ASSETS AGREEMENT

SALE OF ASSETS AGREEMENT

(Sale of Store(s) #)

This Sale of Assets Agreement (the "Agreement") is dated as of the day of , and is entered into by and between **Domino's Pizza LLC**, a Michigan limited liability company, having its principal place of business at 30 Frank Lloyd Wright Drive, P.O. Box 997, Ann Arbor, Michigan 48106-0997 ("Seller"), and , a having its principal place of business at ("Buyer").

WHEREAS, Seller is the owner of assets used in the operation of retail pizza Store(s), (the "Store(s)'), which are known as Store(s) # , located at the following addresses:

<u>Store Number(s)</u>	<u>Store Address</u>

and,

WHEREAS, Seller wishes to sell, and Buyer wishes to buy, the assets used in the operation of the Stores and certain associated rights and obligations, all of which are more particularly described below, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Recitals

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

II. Identification and Delivery of Assets

- A. At the Closing (as defined below), Seller shall sell and Buyer shall buy the following described property used in or in conjunction with the operation of the Stores as of the close of business on (hereinafter called the "Assets"):

1. All equipment used in the operation of the Stores, including but not limited to, all ovens, refrigeration units, coolers, HVAC units, tools, and utensils;
2. All office furniture and other furnishings in the Stores, including but not limited to, file cabinets, shelving, storage units, and equipment racks;
3. All interior and exterior leasehold improvements in the Stores, including but not limited to, all counters, storage, makelines, wall coverings, floorings, maps, security devices, safes, and signs;
4. Domino's PULSE store computer systems (hardware, including printers, peripherals, and license for software). Buyer has entered into the standard form of license agreement with Domino's Pizza Distribution LLC and related agreements, including the standard agreement for maintenance and help desk services, for the Domino's PULSE system in the Stores, and Buyer shall maintain the system as the Stores' computer system;
5. All other supplies and paper goods;
6. An assignment of the right to use the telephone numbers for the Stores and the related electronic equipment (including credit card processors) and all existing and pre-paid telephone listings and advertising, subject to the terms of the Standard Franchise Agreements;
7. All logo apparel in the Stores, including shirts and hats;
8. All Hot Bags and other HeatWave/Hot Bag equipment and supplies;

9. All goodwill associated with the Stores;
10. A functional credit card processing system, along with all processing equipment, including modem and the use of phone lines and numbers necessary or useful to use the equipment; and
11. Assignment of the real estate leases for the premises where the Stores are located, but only for the remainder of the current term, substantially in the form of Exhibit D.

A general summary of these items is set out on Exhibit A and the parties agree that Exhibit A may be attached to the Bill of Sale and other documents as a general description of the property and rights being sold and transferred hereunder, but failure to do so shall not affect the validity of the sale.

- B. The following assets of the Stores shall be excluded from the sale:
 1. Accounts receivable of the Stores; and
 2. Any assets or rights of Seller not directly used in the Stores.
- C. As of the close of business on _____, Seller and Buyer shall prepare a written schedule setting forth a full and complete identification and count of all items comprising the assets to be sold as described in the foregoing paragraph A of this Article II. Upon its completion, the schedule shall be attached as Exhibit B and incorporated herein by reference as the description of the Assets to be sold. Exhibit B, along with Exhibit A, may also be attached to the Bill of Sale but failure to do so shall not affect the validity of the sale.
- D. At the Closing, in consideration of the sale of the Assets by Seller to the Buyer, Buyer shall deliver to Seller, unless the same has already occurred, the following:
 1. Standard Franchise Agreements with Domino's Pizza Franchising LLC ("Franchise Agreements") and related covenants for the Stores, signed by Buyer and the Buyer's owners;
 2. Buyer's written assumption of the obligations under the contracts listed on Exhibit I, and the signed Bill of Sale;
 3. Proof of insurance coverage as required by this Agreement or the Franchise Agreements for the Stores;
 4. A certificate of incumbency and board of director and shareholder resolutions from the Buyer < or members and managers or shareholders and directors>, executed by the <President or Managing Member> of Buyer, certifying the due authorization to enter this transaction and the names of the persons having authority to do so; and
 5. A signed copy of the assignments of the lease for the premises where the Stores are located, in the form of Exhibit D;
- E. At the closing hereof Seller shall deliver possession of the Assets to Buyer unless the same has already occurred and in addition, shall deliver to Buyer the following:
 1. An assignment of any contract which Buyer has agreed to assume, in the form of Exhibit E and an authorization to use the telephone numbers for the Stores, in the form of Exhibit J, subject to Seller's rights under the Franchise Agreement;
 2. A bill of sale, in the form of Exhibit F, conveying the Assets to Buyer;
 3. Signed copies of the assignments of leases for the Stores' premises, substantially in the form of Exhibit D; and
 4. Copies of the Franchise Agreements signed by Domino's Pizza Franchising LLC.

III. Purchase Price and Terms

The purchase price for the Assets and the rights and intangibles to be transferred to Buyer, subject to the adjustments provided for in this Agreement, shall be _____ Dollars (\$_____) ("Purchase Price") which shall be paid by Buyer to Seller on or before Closing in the following manner:

- A. The Purchase Price of _____ (\$_____), which shall be paid by Buyer to Seller in cash at any time prior to Closing in readily available funds by wire transfer to an account designated by Seller;
- B. Any other amount due under the Sale of Assets Agreement (including amounts for advertising - prepaid print) shall be paid in cash, or equivalent, at Closing; and
- C. The parties further specifically agree upon the Purchase Price Allocation set forth at Exhibit G and will promptly execute and deliver such other forms or documents as may be appropriate or required by any taxing authority to verify this allocation. This provision shall survive Closing.

IV. Additional Charges and Expenses; Reimbursement Items

In addition to the Purchase Price, as mentioned in paragraph III, Buyer agrees to reimburse Seller for various reimbursement items as more fully described on Exhibit H, and which result from Seller's acquisition of the Stores on the same date as Closing. The amounts for reimbursement items will be in addition to the Purchase Price due and shall be estimated prior to Closing and paid by Buyer to Seller with the Purchase Price prior to Closing. Buyer will pay to Seller any additional amounts due and Seller will reimburse any overpayment amounts to Buyer under this agreement within fifteen (15) calendar days of Closing. If the parties do not know all of these amounts as of Closing, Seller will obtain the information after Closing and Buyer agrees to reimburse Seller for these amounts. In addition to the Purchase Price, Buyer shall pay to Seller at Closing the cost of all food and beverage items on hand at the Stores or on order for the Stores as detailed on Exhibit B.

V. Closing, Risk of Loss and Prorations

- A. The closing hereof shall take place on _____ at 10:00 a.m. at _____, or at such other time of day and location as the parties may agree. All payments to be made and documents to be delivered at the Closing shall be consummated at that time and place unless further agreement thereto is made by the parties.
- B. It is hereby acknowledged and agreed that Buyer shall have possession of the Assets and the premises as of the close of business on _____ and all risk or loss to the Assets and all obligations of whatever sort or nature arising from the ownership or operation of the Stores from and after the close of business on _____, shall be that of Buyer and Buyer will hold Seller harmless from obligations of Buyer arising out of the ownership or operation of the Stores on or after Closing. Seller shall hold Buyer harmless from claims and obligations arising out of the operation of the Stores prior to prior to Closing.
- C. All taxes, rentals, utility bills, pre-paid advertising, real estate and personal property taxes, insurance, amounts due under service contracts or marketing related agreements assigned to and agreed to be assumed by Buyer, and other expenses and obligations of the Stores shall be prorated as of the date of Closing, as more fully described on Exhibit H.

VI. Buyer's Covenants

- A. The Assets are being purchased for use in the Buyer's business as a Domino's Pizza franchisee pursuant to the Franchise Agreements with Domino's Pizza Franchising LLC and for no other purpose and the closing of this transaction is conditioned on Buyer being approved as a franchisee and Buyer and Buyer's owners signing the Franchise Agreements and covenants of owners and any other related agreements.
- B. Buyer agrees to promptly pay all taxes and penalty and interest thereon, if any, as well as any other taxes, including sales, transfer, unemployment, real estate, and personal property and similar taxes (all taxes other than Seller's income taxes) which accrue on or subsequent to the date of closing arising out of this transaction or the operation of the Stores or use of the Assets. Buyer shall also pay before delinquent all taxes and assessments which are or may be levied against, or which may constitute a lien upon the Assets on or subsequent to the date of Closing and Buyer further agrees to specifically defend and indemnify Seller from all claims or demands arising from such taxes, including penalties and interest, or liens. In the event that Buyer receives any notice of taxes or liens relating to the Assets which are attributable to Seller's ownership of the Assets prior to the date of Closing, Buyer agrees to promptly provide any such notice and materials to Seller. Seller shall promptly pay all taxes, penalty and interest, if any attributable to Seller's ownership of the Assets and/or period of ownership of the Assets and Seller further agrees to specifically defend and indemnify Buyer from all claims or demands arising from such taxes or liens accruing prior to the date of Closing.
- C. Buyer agrees to participate in all local Co-ops, assume, and maintain local advertising and promotional programs for the Stores at the same level as required by the Co-ops, the terms of the Franchise Agreements, and any other contractual obligations concerning marketing and advertising for the Stores. In this instance Buyer agrees to the terms of the "Domino's Pizza DMA CO-OP Supplemental Contribution Agreement" for the _____ DMA, which at present require a ____% total DMA Co-op contribution for the Stores through _____, subject to such changes as are approved by the Co-op. Buyer agrees to execute and deliver to Seller at closing a Supplemental Contribution Agreement in the form of Exhibit C, evidencing the agreed Co-op contributions. In addition to the foregoing, Buyer agrees to assume and be responsible for payments due under any existing agreement and any direct mail contractor for direct mailings for the Stores. Buyer also agrees to participate in the Co-op in future years. This agreement shall survive Closing.
- D. Should Buyer fail to pay any part of the amounts herein to be paid to Seller by Buyer within fifteen (15) days after demand, Buyer shall pay to Seller interest on such delinquent payment from the due date thereof until paid at <twelve> fourteen percent (14<12>%) per annum, or at the highest legal rate if that rate is lower.
- E. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of _____; has all requisite power to own, lease and operate its assets, properties and business and to carry on its business as a Domino's Pizza franchisee as now conducted.
- F. _____ is the President and Director of the Buyer and has the full right, power and authority to enter into, sign and deliver this Agreement and all documents related to this transaction.

G. Buyer and _____ have taken all actions necessary to authorize Buyer to enter into and perform its obligations under this Agreement and all other documents related to this transaction. This Agreement is, and as of the Closing Date this Agreement and the other documents related to this transaction will be, the legal, valid and binding obligations of Buyer, enforceable in accordance with their respective terms.

VII. Time of the Essence

Time is of the essence of this Agreement. The acceptance by either party of partial or delinquent payment or performance, or failure of either party to exercise any right or remedy shall not be a waiver of the party's obligations or rights, or constitute a waiver of any other or similar act or omission occurring at a later date. Failure at times to insist upon strict performance hereunder shall not be deemed as a waiver or bar to later insist upon strict performance of all of the terms of this Agreement.

VIII. Buyer's Inspection

Buyer acknowledges by execution hereof that Buyer has made a complete inspection of the Assets and the Stores premises which are the subject of this Agreement, is satisfied with the condition and suitability of same, and accepts the Stores premises and all the Assets "AS IS." From and after Closing, Buyer shall assume all responsibility that the Stores premises comply with all laws, ordinances, directives of the government and its agencies, and regulations, regardless of the condition at Closing. Seller makes no other warranties or any warranties as to the fitness, use or merchantability of the Stores premises or the Assets, ANY SUCH WARRANTIES BEING HEREBY EXPRESSLY NEGATED AND DISCLAIMED. Buyer may enforce in the name of Seller any warranties, if any, which may have been made by the manufacturer of the Assets. No defect, unfitness, unmerchantability or malfunction of the Assets or the Stores premises shall relieve Buyer of the obligation to make the payments or perform the obligations required hereunder. This provision shall survive the Closing.

IX. Buyer's Use of Assets; Indemnifications

Buyer shall defend and indemnify Seller against, and hold Seller harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the Assets or the Stores premises after the close of business on _____.

X. Seller's Use of Assets; Indemnifications

Seller shall defend and indemnify Buyer against, and hold Buyer harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the Assets or the Stores premises prior to the close of business on. Seller's liability under this section shall not exceed the Purchase Price, less Seller's cost of this transaction.

XI. Choice of Law and Litigation

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any suit or action arising out of, related to, or in connection with this Agreement, or any instrument or document executed pursuant thereto, shall be filed and maintained in Washtenaw County, Michigan, or such other jurisdiction as to which Seller may expressly agree in writing. Buyer waives any claim that such jurisdiction is inconvenient, and hereby irrevocably authorizes and directs the judge in any court other than ones named above to promptly dismiss any such suit or action, with prejudice and at plaintiff's costs, unless Seller shall have consented in writing to the venue and jurisdiction of the suit or action.

XII. Benefit of Agreement

This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, the assigns of Seller, and the Buyer. Buyer may not assign this Agreement or delegate its duties hereunder without the prior written consent of Seller. Seller may assign its rights in this Agreement and all other documents executed in connection with this transaction.

XIII. Entire Agreement

This instrument, including the Exhibits, constitutes the entire Agreement between Buyer and Seller concerning the subject matter of this Agreement. The parties have not received, and have not relied on, any promise, statement or representation other than those expressly set forth herein in entering into this Agreement. This Agreement shall be binding when signed by an authorized agent of each party and may be executed in one or more counterparts, all of which shall constitute one original. The terms of this Agreement may be altered only by a writing signed by Buyer and Seller.

XIV. Authorization

Seller is fully authorized and empowered to release to its affiliated companies or other creditors any information concerning this Agreement, including but not limited to the type, location, condition and amount of fixtures and equipment involved; the total purchase price; the inclusive dates of the Agreement, and any other matter or fact related to the transaction or Buyer and Seller's relationship hereunder. Buyer further releases and holds Seller harmless from any liability for releasing any such information pursuant to the paragraph.

XV. Notices

Except as otherwise provided in this Agreement, all notices, demands or other communications given under this Agreement shall be in writing, and shall be either hand delivered or mailed to the address of each party as first above set forth, said mailing to be by certified United States government mail, or by recognized overnight commercial courier service, with notice to be effective upon delivery or on the second business day after mailing by certified mail. Either party may, by written direction to the other, change the address to which notice shall be sent.

XVI. Bulk Sales

Buyer and Seller both agree to waive compliance with any applicable bulk sales provision or similar law.

XVII. Compliance With Lease(s)

Buyer agrees to assume the real estate leases for the Stores, by executing an Assignment of Lease for each store premises in the form of Exhibit D attached hereto. In connection with Buyer's assumption of the leases, Buyer shall promptly pay when due all rent, additional rent, taxes, assessments and utility charges and fully comply with all of the terms of the leases for the Stores' premises. Buyer shall defend, indemnify and hold Seller harmless from any liability under the leases from and after the close of business on

, including Seller's attorneys' fees. Unless its liability ends sooner, Seller shall have no liability under the leases for the Stores upon the first to occur of any of the following: (i) the termination or expiration of the present term of the lease; (ii) a material modification of the lease; or, (iii) Seller's release from liability under the lease. Buyer will not exercise any option to renew or extend any lease unless Seller is released from any further liability under the lease as of the expiration of the current term.

XVIII. Assumption Of Seller's Other Contractual Obligations

Buyer shall assume those contracts listed and disclosed on Exhibit I, by executing an Assignment of Contracts in the form of Exhibit E. Conditioned on the Closing, Buyer agrees to defend, indemnify and hold Seller harmless from and against any obligation, breach or other liability arising out of an assigned contract, which accrues subsequent to Closing. Seller agrees to defend, indemnify and hold Buyer harmless from and against any obligation, breach or other liability arising out of an assigned contract, which accrues prior to Closing. Seller's liability under these contracts shall end upon termination or expiration of the current term of those contracts and Buyer agrees that the terms of any renewal or continuation of these contracts by Buyer shall be without further liability to Seller.

XIX. Tenancy

Buyer acknowledges and agrees that Seller does not own the building or real estate where the Assets are located and Seller does not warrant that it has a continuing right to possession of the Stores' premises.

XX. Bill of Sale

Upon payment in full of all sums due and owing Seller hereunder and upon full and faithful performance of all the terms of this Agreement by the Buyer on its part to be performed, Seller shall execute and deliver to Buyer a Bill of Sale in the form of Exhibit F, evidencing conveyance of the Assets to Buyer.

XXI. Severability

Seller and Buyer agree that if any provision of this Agreement is capable of two constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, such provision shall have the meaning that renders it valid and enforceable. The language of all provisions of this Agreement shall be construed simply according to its fair meaning and not strictly against Buyer or Seller. It is the desire and intent of Buyer and Seller that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in force. If any provision is nonetheless held to be void or unenforceable, all of the others shall remain in full force and effect.

XXII. Confirmation of Prior Acts or Performance

In the event that any act or performance required by the parties hereto has occurred prior to the date of execution of this Agreement, all of the same are hereby agreed to and ratified as being in performance hereof.

XXIII. Headings

The headings of each article are for the convenience of the parties only, are not part of this Agreement, and shall not be considered when interpreting or enforcing the terms of this Agreement.

XXIV. Proof of Proper Insurance Coverage

Notwithstanding any other provision of this Agreement, it is expressly agreed between the parties that this sale is contingent upon Buyer obtaining and maintaining proper insurance coverage for all aspects of the operation of the Stores in compliance with the Franchise Agreements and the real estate leases for the premises where the Stores are located, effective on or before Closing. Buyer agrees to furnish Seller with proof of such insurance coverage at or prior to Closing. The provisions of this article shall survive the closing. Nothing set forth in this Article shall limit any other right or remedy granted Seller.

XXV. Confidentiality

Buyer and _____ each agree to keep the terms of this Agreement confidential and to maintain this confidentiality after Closing. Information regarding this transaction may be released if required by law. Buyer and _____ may discuss this transaction with Buyer's accountant, attorney, lender and insurance agent on a need-to-know basis provided those persons are informed of this confidentiality provision and agree to keep the terms confidential.

XXVI. Continued Operation

Buyer shall be responsible for transferring or obtaining new any business licenses and permits and taking any other action necessary for the continued operation of the Stores. Any additional expense or improvements required to continue operation of the Stores shall be the responsibility of Buyer.

XXVII. Employment Matters

Seller will terminate the employment of all persons working at the Stores as of the close of business on the day before Closing and Buyer may hire those persons to continue to work on and after that date and time. With respect to each Store, Buyer has advised Seller that it intends to offer substantially similar jobs with substantially similar wages and benefits to all persons employed in the Stores just prior to the Closing, other than those individuals set forth in Exhibit K.

Seller agrees to pay all salary, vacation pay and benefits due Seller's store employees for amounts due prior to the close of business on the day before Closing, in the normal course of Seller's payroll cycle and shall indemnify Buyer from any liability therefore. It is understood that depending on the date of closing, these payments may be made after Closing. Notwithstanding the foregoing Seller shall comply with state law concerning payment of wages to terminated employees.

Buyer further agrees to cooperate with Seller regarding COBRA continuation coverage, if such cooperation is necessary.

XXVIII. Delivery Areas

Buyer is familiar with the approved delivery areas for the Stores as those areas are described on maps attached to the Franchise Agreements. Buyer agrees to independently evaluate delivery service for the Stores within thirty (30) days after Closing, and to independently determine Buyer's own delivery service policies, in accordance with standards and the Franchise Agreements. Buyer shall not assert, as a defense or as a claim, that Buyer is not familiar with any delivery area or that Seller is responsible for delivery service policies or limitations in any delivery area of the Stores from on and after Closing. Buyer agrees to make deliveries only to the addresses within the Delivery and Service Area for the Stores. Buyer also agrees not to make deliveries to any address outside of the approved Delivery and Service Area for the Stores.

XXIX. Domino's PULSE System

Buyer has entered into the standard form of License Agreement with Domino's Pizza Distribution LLC, including the standard agreement for maintenance and support services. Buyer shall, at Buyer's expense, ensure that Buyer and _____ and Buyer's employees are properly trained in the use of the Domino's PULSE system. Buyer or _____ shall be responsible for any costs associated with the training. Buyer shall subscribe for the standard maintenance and support of the system and shall pay the fees associated with maintenance and support as set out in an Addendum to the License Agreement, as the same may be modified as permitted by the License Agreement and shall pay the costs and fees when due.

XXX. Other Provisions

- A. Any other special provisions or agreements between Buyer and Seller shall be set forth on a page attached hereto and shall be signed and dated by both parties. When any provision hereof contemplates action by a party on or after Closing, that provision shall survive the Closing.
- B. The parties represent and warrant to each other that said party has the authority and legal capacity to enter this Agreement and to carry out the terms thereof and the parties intend for the other to rely on the representations and warranties contained herein.
- C. Each party shall be solely responsible for its own costs and expense (including attorneys' fees and accountants' fees) incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.
- D. To the extent that either party receives funds on or after the closing date which are attributable to the other party's period of ownership (including but not limited to receipts from credit card sales, Coca-Cola rebates, and the like), then the party receiving such funds agrees to immediately notify the other party and to forward such funds to the other party.
- E. Buyer authorizes Seller to insert the date and to complete any blank spaces in this Agreement and any exhibit and execution copy of any document related to this transaction in a manner that is consistent with the circumstances and the agreement of the parties.

XXXI. JURY WAIVER.

BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

The parties acknowledge reading, understanding and fully agreeing to all of the terms hereof.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

Witness

Seller: Domino's Pizza LLC

By: _____
_____, _____

Witness:

Buyer: _____, a _____

By: _____
_____, its _____

Buyer's FEIN: _____

SALE of ASSETS AGREEMENT
EXHIBIT A
SUMMARY OF ITEMS OF PROPERTY IN THE STORES

1. All equipment used in the operation of the Stores, including but not limited to, all ovens, refrigeration units, coolers, HVAC units, tools, and utensils;
2. All office furniture and other furnishings in the Stores, including but not limited to, file cabinets, shelving, storage units, and equipment racks;
3. All interior and exterior leasehold improvements in the Stores, including but not limited to, all counters, storage, makelines, wall coverings, floorings, maps, security devices, safes, and signs;
4. Domino's PULSE Store computer systems (hardware, including printers and peripherals and license for software) and credit card processing machines and system;
5. All supplies and paper goods;
6. An assignment of the right to use the telephone numbers and all existing and pre-paid telephone listings and advertising, subject to the terms of the Franchise Agreements;
7. All logo apparel in the Stores, including shirts and hats; and
8. All Hot Bags and other Heat Wave and Hot Bag equipment and supplies.

**IN ADDITION TO AN IDENTIFICATION AND COUNT OF ITEMS COMPRISING THE "ASSETS"
TO BE COMPLETED BY THE PARTIES ON THE DAY BEFORE CLOSING, INITIALED, AND
ATTACHED TO THE AGREEMENT AS PART OF THIS EXHIBIT "A"**

Store Numbers

Store Addresses

Buyer

Seller

SALE of ASSETS AGREEMENT
EXHIBIT B

[INVENTORY AND COUNT SHEET TO BE COMPLETED _____ AND ATTACHED]

SALE of ASSETS AGREEMENT
EXHIBIT C
FORM OF DMA SUPPLEMENTAL CO-OP CONTRIBUTION AGREEMENT

Domino's Pizza
DMA CO-OP Supplemental Contribution Agreement

DMA Co-op Name:

Date of Meeting:

Name of Franchisee: _____

The Franchise agrees to make supplemental Co-op contributions for the franchisee's Stores listed below, subject to such changes as may be approved by the CO-OP:

Stores #	Total DMA Co-op Contribution
	____% through _____

Franchisee authorizes collection of contributions at the percentage rate shown for each Stores listed above for the time period set out above, subject to changes approved by the CO-OP. (*The percentage rate shown above includes both the contractual obligation under the Franchise Agreements and the supplemental contribution.*)

This agreement to contribute the supplemental contribution is in addition to any other obligation that the Stores or the Franchisee may have to contribute under the Franchise Agreements.

By _____

_____ Date

Proxy: Yes / No
 (Circle one)

Representative of Franchisee

Acknowledged By

SALE of ASSETS AGREEMENT
EXHIBIT D

FORM OF ASSIGNMENT OF REAL ESTATE LEASE

(Store # _____)

On _____, Domino's Pizza _____ entered into a lease (the "Lease") with _____, ("Landlord") for premises located at _____. The Lease, as modified, assigned and extended through _____, ("Present Term"), is hereinafter referred to as the "Lease". FOR VALUE RECEIVED, Lessee hereby sells, assigns, transfers and sets over unto _____, a _____ ("Assignee"), and a Domino's Pizza franchisee, the rights and interest of Lessee in and to the Lease, except for the right to extend the Lease beyond the Present Term where Assignee is not released from further liability.

This Assignment shall not release Lessee from liability under the Lease until the end of the Present Term of the Lease, or such sooner time as may be permitted under the Lease, whether by payment of a termination fee or otherwise, and at that time Lessee shall be released from any further liability under the Lease. This Assignment may be signed in counterparts.

Assignee assumes all the obligations of Lessee under the Lease and agrees to perform all the terms, covenants and conditions, and pay the rent as therein stipulated, pursuant to this assignment. In addition, Assignee has the right to any and all options to renew the Lease contained therein.

Lessee agrees to defend and indemnify Assignee for any liability arising under the Lease prior to the date hereof and Assignee agrees to defend and indemnify Lessee from any liability arising under the Lease on or after the date hereof.

This agreement may be executed in one or more counterparts, each of which constitutes an original and is admissible in evidence, and all of which constitute one and the same agreement.

<This Assignment is effective as of _____, ____.>

Dated _____.

Domino's Pizza LLC

By: _____
_____, _____

Accepted by _____

Landlord consents to the assignment and assumption of this Lease as of _____ according to the terms set out above and agrees that as of that date, Domino's Pizza LLC is not in default under the Lease.
<Confirm any lease deposits held by Landlord>

Landlord:

By: _____

Name: _____

Title: _____

Date: _____

SALE of ASSETS AGREEMENT
EXHIBIT E

FORM OF ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, as of _____, the undersigned Domino's Pizza LLC, a Michigan limited liability company, ("DPLLC"), hereby sells, assigns, transfers, and sets over unto _____, a _____ ("Assignee"), all its right, title and interest to the present term of the contracts listed on Exhibit I to a Sale of Assets Agreement dated _____, between DPLLC and Assignee. Copies of the contracts being assigned may be attached hereto and incorporated herein. Failure to attach the contracts shall not affect the validity of this assignment.

As of the date and time hereof, Assignee assumes all the obligations of DPLLC under the terms of all of the contracts listed on Exhibit I and agrees to perform all the terms, covenants and conditions, and pay all amounts due thereunder.

Dated as of _____.

Domino's Pizza LLC

By: _____

Its: _____

Accepted by _____, a _____ as of _____.

By : _____
_____, _____

SALE of ASSETS AGREEMENT
EXHIBIT F

FORM OF BILL OF SALE

For and in consideration of the sum of _____ (\$_____._____) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged **Domino's Pizza LLC** (hereinafter called the "Seller"), does hereby sell, grant, transfer and deliver all its right, title and interest in and to the equipment described below (the "Equipment"):

All rights and interest in the equipment, goods, furniture, fixtures, property, and assets presently located at:

Stores No: _____ **Address** _____

as more fully described on Exhibit A and Exhibit B attached hereto (the "Assets") unto _____ (herein referred to as "Buyer"), to have and to hold the Assets forever. The Assets are sold "AS IS, WHERE IS," and the foregoing description of the Assets is for the sole purpose of identifying them and is not part of the basis of the bargain. All costs incidental to the transfer and/or delivery of the Assets, including but not limited to any applicable sales or use tax, and/or any applicable registration fees, shall be borne solely by the Buyer.

THE CONVEYANCE OF THE ASSETS MADE HEREBY IS WITHOUT RE COURSE TO THE SELLER, AND WITHOUT ANY WARRANTIES OF SELLER WHETHER WRITTEN, ORAL OR IMPLIED, EXCEPT ONLY THAT SELLER REPRESENTS THAT THE ASSETS ARE FREE OF LIENS, ENCUMBRANCES AND SECURITY INTEREST CREATED BY SELLER. SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE ASSETS, BE DEEMED TO HAVE MADE ANY REPRESENTATION OF WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE ASSETS.

Dated as of _____

Domino's Pizza LLC

By: _____
_____, _____

STATE OF MICHIGAN)

)

County of Washtenaw)

I, _____, being first duly sworn, depose and say: That I am the authorized agent of the seller of the Assets described in the foregoing bill of sale; that Seller is the sole owner of said Assets; that the same has been paid for in full and that as of this date said personal property and each and every part thereof is free and clear of all liens, encumbrances and security interests of any kind or nature.

Subscribed and sworn to before me _____.

Notary Public for Washtenaw County, Michigan

My commission expires _____

Accepted By _____, according to the terms hereof, as of _____.

By: _____

SALE of ASSETS AGREEMENT
EXHIBIT G
PURCHASE PRICE ALLOCATION

Store #	Equipment	Leaseholds	Goodwill	Supplies	TOTAL
Total	\$	\$	\$	\$	\$

SALES TAX:

In addition to the Purchase Price Buyer will pay to Seller at Closing all sales and other taxes of a similar nature, which the parties estimate to be in the amount of \$_____.

FRANCHISE TRANSFER FEE:

In addition to the Purchase Price, Buyer will pay to Seller, prior to Closing, a franchise transfer fee in the amount of \$_____.

Buyer

Seller

SALE of ASSETS AGREEMENT
EXHIBIT H
DETAILED EXPLANATION OF PRORATIONS AND EXPENSES

Prorations for Stores: <Buyer Name>		Franchisee owes DPLLC
Trash & Pest Prorated		\$ 0.00
Coke Rebate-Semi Annual		
Landlord Prorations – Real Property Tax		
School & Property Tax		
Utilities		
Phone Equipment Maintenance		
RTG Pulse Hardware Maintenance		
Pulse Annual Software Enhancement Fee		
VPN Monitoring Fee		
Advertising-Prepaid Print		
Advertising		
Cash in till		
Security deposit paid to landlord		
TOTAL		\$

 Buyer

 Seller

SALE of ASSETS AGREEMENT
EXHIBIT I

LIST OF CONTRACTS/OBLIGATIONS/AGREEMENTS TO BE ASSUMED BY BUYER

SALE of ASSETS AGREEMENT
EXHIBIT J

(Form to Be Supplied by Local Telephone Company)

SALE of ASSETS AGREEMENT
EXHIBIT K

LIST OF INDIVIDUALS

EXHIBIT K

DOMINO'S PULSE SOFTWARE LICENSE AGREEMENT

Form of
Domino's Pulse SOFTWARE LICENSE AGREEMENT



between

Domino's Pizza Distribution LLC
24 Frank Lloyd Wright Drive
P.O. Box 485
Ann Arbor, MI 48106 ("DPD")

And

CONTROLLING OWNER: «FranFormalName»

Address: «FranOfficeLabel»

Telephone: (xxx) xxx-xxxx

This License Agreement (the "Agreement") by and between Domino's Pizza Distribution LLC, its parents, subsidiaries and affiliates and «**FranFormalName**» (the "Controlling Owner") and all corporations partnerships, limited liability companies or other business entities (each, an "Owned Entity", as a group, the "Owned Entities" and together with the Controlling Owner, the "License Holder") owned by Controlling Owner that own or operate Domino's Pizza stores, is made on «Today» and is effective upon full execution by both parties, and is subject to the terms and conditions below. Attachments A, B and C are incorporated into this Agreement.

ACCEPTED BY:

Domino's Pizza Distribution LLC

Signature: _____

Name: Kevin S. Morris
Title: EVP, General Counsel, Corp. Secretary

Date: _____

Controlling Owner: «FranFormalName»

Signature: _____

Name: «**FranFormalName**»
Individually and as authorized representative of
each Owned Entity
FCode: F _____

Date: _____

1. Grant of License

1.1 Domino's Pizza Distribution LLC ("DPD") grants to License Holder a limited, nonexclusive license to use executable copies of the software products listed on attachment A ("Software") at the Domino's Pizza store owned by License Holder(each, a "Store" and collectively, the "Stores"). License Holder agrees not to move the Software from that address where it is installed except with the prior written consent of DPD.

DPD shall deliver to License Holder one (1) set of the Software for each of the Stores, in object code form, including the applicable user documentation (in either electronic interface, hard copy or other format). Unless the context indicates otherwise, all references to the Software herein shall be deemed to refer to and include the applicable user documentation. DPD, or its designated representative, shall install the Software on certified hardware either in each Store or at a designated location from which the hardware with installed Software will be delivered to a Store. Unless License Holder notifies DPD in writing to the contrary, License Holder shall be deemed to have accepted the Software ten (10) days after the Installation Date.

1.2 The Software shall only be used by License Holder in connection with License Holder's own internal business activities as a Domino's Pizza franchisee or licensee and only at the Store where the Software is required or permitted to be used in accordance with this Agreement. For clarification purposes, the Software shall only be used in connection with the sale of Domino's Pizza products without the prior written consent of DPD.

1.3 License Holder may transfer the Software to another Store with DPD's prior written approval, which shall not be unreasonably withheld. If the License Holder was provided with a copy of the Software at a discounted amount, DPD reserves the right to charge the then current price of the Software prior to the transfer/sale of the store or Software. DPD may condition its consent upon License Holder's written certification that all copies of the Software at the original Store have either been destroyed or transferred to the new Store.

1.4 License Holder shall not copy the Software, in whole or in part, except for disaster recovery, program error verification, and for back-up purposes. License Holder shall maintain and furnish to DPD, upon reasonable request, competent records of the number and location of all copies of the Software, in whole or in part.

1.5 License Holder must maintain all proprietary notices imposed by DPD in the Software, including all copies thereof. License Holder shall not, and shall not allow any third party, including License Holder's employees, to: (i) reverse engineer, decompile, modify, adapt, translate, disassemble or attempt to ascertain or discover any source code or underlying ideas or algorithms of the Software, merge the Software with any other work or create derivative works based on the Software; (ii) use or provide the Software for the benefit of any third party; (iii) reset or disable the Software except with the prior written consent of DPD; or (iv) except with the prior written consent of DPD, which shall not be unreasonably withheld, use for call or order centers. Interfaces and other additional functions that are external to the Software and its database may be created only with the prior written consent and at the sole discretion of DPD.

1.6 License Holder may assign this license to a qualified purchaser (as defined by DPD) of any of the Stores as provided in License Holder's Franchise Agreement(s) or License Agreement(s) with the written approval of DPD. There will be no assignment fee due from License Holder as a result of such assignment. Except as provided in this Section 1.6, License Holder shall not transfer, assign or sublicense its rights or obligations under this Agreement to any other party, in whole or in part, without the prior written consent of DPD,

which consent shall not unreasonably be withheld or delayed. If the License Holder was provided with a copy of the Software at a discounted amount, DPD reserves the right to charge the then current price of the Software prior to the transfer/sale of the store or Software. Any such prohibited assignment shall be void. In the event of a Store sale or transfer, DPD reserves the right to issue a new Agreement to the new franchisee or licensee. If the License Holder is replaced with a new License Holder but the Controlling Owner remains the same, this Agreement shall continue and such new License Holder shall assume all the obligations and rights hereunder,

2. Term; Termination

2.1 The term of the Agreement shall commence upon acceptance of this Agreement by DPD at its offices in Ann Arbor, Michigan, and shall continue until (i) License Holder is no longer a Domino's Pizza franchisee or licensee and ceases using the Software; (ii) DPD gives written notice that Domino's Pulse is no longer the appropriate computer system for use in all domestic Domino's Pizza stores and License Holder ceases using the Software after that notice; or (iii) Domino's Pulse (or a potential successor or substitute system as designated by DPD, which may be based on similar or entirely different methodologies or technology) is no longer used in a majority of company-owned stores, and upon License Holder ceasing to use the Software.

2.2 Either party may terminate this agreement in the event of any material breach by the other party which material breach is not cured within thirty (30) days after receipt of written notice of such material breach, except as otherwise provided in Section 4.3

2.3 DPD may terminate this Agreement in the event of nonpayment by License Holder of the fees and charges described below in section 3, if such breach is not cured within ten (10) days after receipt of written notice.

2.4 This Agreement shall terminate immediately upon (a) License Holder's bankruptcy or insolvency; (b) the cessation of License Holder's business operations as a Domino's Pizza franchisee or licensee; (c) for any individual Store, the termination or expiration and nonrenewal of the Franchise Agreement or License Agreement for the operation of the Store where the Software is required to be used in accordance with this Agreement; or (d) for the reasons set out below in section 4.3.

2.5 Upon any termination of the Agreement, License Holder shall within thirty (30) days return the Software to DPD or, at DPD's direction, destroy the Software, including user documentation, and shall also warrant in writing that all copies and partial copies have been returned to DPD or have been destroyed. The provisions of this Agreement relating to title and nondisclosure as set forth in Section 4 shall survive any termination of this Agreement. This provision does not require License Holder to destroy License Holder's data and records but License Holder may not retain any customer data, including, but not limited to, customer information and order history. License Holder may copy and retain License Holder's records and data.

2.6 License Holder will not be in default under its Domino's Pizza Franchise Agreement or License Agreement for failing to use Domino's Pulse if: (i) License Holder validly terminates this Agreement according to section 2.2; or, (ii) DPD terminates this Agreement as a result of a claim of infringement by a third party after DPD determines that it is not commercially reasonable to procure the right for License Holder to continue to use the Software, or replace or modify the Software so as to make it noninfringing pursuant to section 5.2; or, (iii) License Holder is enjoined or prohibited by law or regulation from using the Software through no fault of License Holder.

3. Fees and Charges; Payment; Taxes

3.1 The License fees, annual Software enhancement fees, and other charges set forth in Attachment A shall be invoiced by DPD upon delivery of the Software to License Holder. All license fees, annual Software enhancement fees, and other charges are due thirty (30) days after date of invoice, without set-off or claim. A charge not to exceed one and a half percent (1 ½%) percent per period may be assessed on late payments. All prices and payments are in U.S. dollars.

3.2 License Holder shall also pay sums equal to all shipping and handling charges (such handling charges shall be without markup to DPD or rebate to DPD), and all custom duties and taxes, paid or payable, however designated, arising from the licensing or use of the Software by License Holder, but exclusive of DPD's franchise taxes and federal, state and local taxes based on DPD's net income.

4. Title; Nondisclosure

4.1 Title to and ownership of the Software, and all copies, partial copies and any and all revision and modifications thereto, shall remain with DPD and/or with the respective manufacturer or author. All rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications shall remain with DPD and/or with the respective manufacturer or author.

4.2 License Holder shall take all steps necessary to maintain the Software in confidence and shall not, nor shall it permit its employees or its agents or consultants to sell, transfer, disclose, display or otherwise make accessible the Software, or any copies thereof, in whole or in part to any third party. The internal dissemination of the Software or any information relating thereto by License Holder to its agents and consultants shall require a written agreement to maintain the confidentiality of the Software and information and restrict the use thereof.

4.3 Breach of any provision of this Section 4 shall be the basis for immediate termination by DPD of this Agreement and the license(s) granted herein.

5. Limited Warranty

5.1 Provided that License Holder has currently paid for annual Software Enhancement Services and uses the Software in the manner required by this Agreement and the applicable documentation, the Software as delivered by DPD will perform in all material respects in accordance with the then current applicable user documentation delivered by DPD (in either electronic interface, hard copy or other format). DPD's sole obligation and liability under this Section 5.1 shall be to replace or correct the Software so that it will perform in substantial conformance with the applicable user documentation. In the event DPD fails or is unable for any reason to replace or correct the Software so that it will so perform, DPD shall, as its sole obligation and liability, refund the applicable license fee paid by the License Holder, upon return of the Software, less an amount equal to ten percent (10%) of such fee for each twelve (12) month period, or part thereof, since the license term commencement date.

5.2 DPD warrants that it has the right to authorize the use of the Software by License Holder under this Agreement. DPD shall hold harmless and defend License Holder against suits based on any claim that the delivered Software under this Agreement infringes on any United States patent, copyright, trademark or other proprietary right, provided that License Holder gives DPD prompt written notice of such suits and permits DPD to control the defense and the settlement thereof. In the event, as a result of any such claim of infringement, License Holder is enjoined from using the Software, or if DPD believes that the Software is likely to become the subject of a claim of infringement, DPD at

Its option and expense may procure the right for License Holder to continue to use the Software, or replace or modify the Software so as to make it noninfringing, provided that the performance thereof is not adversely affected in a material manner. If DPD, in its sole discretion, determines that neither of these options is commercially reasonable, DPD may terminate the license granted herein with the respect to the affected Software and, as its sole liability, except for indemnities stated above in this Section 5.2, refund to License Holder the applicable license fee to the extent then paid by License Holder upon return of the affected Software, less an amount equal to ten percent (10%) of such fee for each twelve (12) month period, or part thereof, since the license term commencement date.

5.3 IN THE EVENT THAT LICENSE HOLDER, EMPLOYEE, OFFICER, OR AGENT OF LICENSE HOLDER MODIFIES ANY PORTION OF THE SOFTWARE WITHOUT DPD'S PRIOR WRITTEN APPROVAL, WARRANTIES WITH RESPECT TO THAT PORTION OF THE SOFTWARE ARE VOIDED AND WARRANTIES, IF ANY, WITH RESPECT TO THE UNMODIFIED PORTION OF THE SOFTWARE ARE VOIDED SHOULD THE FAILURE OF THE UNMODIFIED PORTION TO CONFORM TO THE FUNCTIONAL SPECIFICATIONS HAVE BEEN DIRECTLY AND PROXIMATELY CAUSED BY THE MODIFICATION.

DPD DOES NOT AND CANNOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE OR THAT THE FUNCTIONS WILL BE UNINTERRUPTED OR ERROR OR BUG FREE. DPD MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY THIRD PARTY SOFTWARE.

5.4 DPD HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. THE WARRANTIES SET FORTH IN THIS SECTION 5 SHALL CONSTITUTE DPD'S SOLE AND EXCLUSIVE LIABILITY AND THE REMEDIES SET FORTH IN THIS SECTION 5 SHALL CONSTITUTE LICENSE HOLDER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY ACTION, WHETHER BASED IN CONTRACT OR IN TORT.

5.5 Some states and jurisdictions do not allow limitations on duration of an implied warranty. Consequently, the above limitations may not apply to License Holder with respect to a Store located in those states.

6. Limitation of Liability

6.1 DPD SHALL HAVE NO LIABILITY WHATSOEVER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DPD'S LIABILITY, EXCEPT AS STATED IN SECTION 5.2, EXCEED THE INITIAL LICENSE FEE PAID BY LICENSE HOLDER TO DPD.

6.2 DPD SHALL HAVE NO LIABILITY FOR (a) LOSS OF DATA OR OTHER LOSS RELATED TO FAILURE TO BACK UP THE DATA; OR (b) ANY FAILURE OF ANY MEDIA RESULTING FROM ABUSE, ACCIDENT, OR MISAPPLICATION OF THE HARDWARE, SOFTWARE, DOCUMENTATION OR SYSTEM; OR (c) LICENSE HOLDER'S FAILURE TO INCORPORATE IN THE SOFTWARE ANY UPDATES OR CORRECTIONS WHICH DPD HAS PROVIDED TO LICENSE HOLDER.

7. Support Services

7.1 License Holder shall enter into an agreement with DPD, one of its affiliates or a third party supplier certified by DPD for Help Desk and Software support services, during the term of this Agreement, or for such other shorter period of time as DPD may agree. License Holder acknowledges that in order to obtain full benefit of the Help Desk and Support Services, License Holder shall not have modified the Software, failed to incorporate in the Software any updates which DPD has provided to License Holder, or failed to use the then currently support version(s) of the Software.

License Holder may negotiate directly with any Help Desk and Support Service certified by DPD. DPD will, however, attempt to obtain the best prices and cost structures for Help Desk Services by negotiating with providers based on, among other things, volume discounts, and License Holder agrees not to unreasonably impair DPD's ability to do so.

8. Dispute Resolution

8.1 The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking injunctive relief related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

8.2 At the written request of a party, each party will appoint a knowledgeable, responsible nonlawyer business representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

8.3 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, or such other period of time as agreed to by the parties but not to exceed 180 days, the dispute shall be submitted to binding arbitration by a single arbitrator selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. The provisions of this Agreement shall control in the event there is any conflict between this Agreement and the Commercial Arbitration Rules of the American Arbitration Association. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, and requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Ann Arbor, Michigan. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of

hearings. The arbitrator shall follow the law of the State of Michigan without regard to its conflict of law provisions. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. In no event shall an award in an arbitration initiated under this section exceed the Limitations on Liability set out above in section 6 and no award shall include any equitable relief.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction within one year from the date of the award, subject to either party's right to apply to the court to vacate the award within 21 days after delivery of a copy of the award to the applicant.

On application of a party, the court shall vacate an award if: (i) the award was procured by corruption, fraud, or other undue means; (ii) there was evident partiality or misconduct prejudicing a party's rights; (iii) the arbitrator exceeded his or her powers (including a material error in law or failure to give a fair and plain meaning to the License Agreement); or (iv) the arbitrator refused to postpone the hearing on a showing of sufficient cause, refused to hear evidence material to the controversy, or otherwise conducted the hearing to prejudice substantially a party's rights.

8.4 Each party shall bear its own costs of the procedures set out in section 8.2 and 8.3. A party seeking discovery pursuant to the procedures in section 8.3 shall reimburse the responding party for the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and of the arbitrator provided for in subsection 8.3. If any action is brought seeking injunctive relief related to the purposes of this Agreement, or to compel compliance with this dispute resolution process, as contemplated by section 8.1, the prevailing party in such an action shall be entitled to an award of its reasonable attorney's fees and costs of litigation.

9. Transfer of Data

License Holder agrees that DPD is merely accepting data from License Holder as it exists on License Holder's computer system, without independent review or verification, and that DPD has no duty to do so. By accepting data from License Holder's system DPD is not approving the customer addresses as being within License Holder's Delivery and Service Area. Nothing herein shall prevent Domino's Pizza Franchising LLC ("DPF") or its affiliates, successor or assigns from strictly enforcing all of the terms of the Franchise Agreement or License Agreement for the Store. License Holder waives any claim that DPD has breached any duty disclaimed by DPD in this paragraph.

10. License Holder's Indemnity

License Holder, at its own cost, shall indemnify and defend DPD and its affiliates and their respective agents, officers, directors, employees, successors and assigns against any and all suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, rulings, damages, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, expenses, and fees, including court costs and reasonable attorneys' fees and expenses (as same are incurred) which arise out of or in connection with:

(a) a claim or threatened claim which is or may be brought by any third party, which is based in whole, or in part, upon an assertion that this Agreement infringes upon, or interferes with, the contractual relationship or other rights between such third party and License Holder;

(b) all claims that result from any copyright or other infringements of third party rights that occur as a result of License Holder providing its own technical support and maintenance or from any errors or malfunctions that occur as a result of License Holder providing its own technical support and maintenance;

(c) all claims arising out of the performance or nonperformance by License Holder and its employees of the obligations arising under this Agreement; or,

(d) all claims arising out of data furnished or made available to DPD for uploading or converting to the Domino's Pulse system, or transferring from License Holder's old system to a new system, including the accuracy of delivery addresses and whether the addresses are located within or outside the boundaries of the License Holder's approved Delivery and Service Area.

11. License Holder Data

License Holder agrees that DPD, DPF (and their affiliates and successors and assigns) may, at any time, have full access, both on- site and from a remote location, to all of License Holder's computer data, equipment and systems containing any and all of the information, records and reports required to be maintained by License Holder pursuant to its Franchise Agreement or License Agreement and to use the data in the evaluation of product and service, store performance, tests, EBITDA performance, and as an analytical tool to improve the operation of the Domino's system. DPD will use the same degree of care to protect against the unauthorized use of the information by third parties as it does with respect to its own information of a similar type. In addition, DPD is responsible for the security of cardholder data that DPD possesses or stores, processes or transmits on behalf of the License Holder, or to the extent that they could impact the security of the License Holder's cardholder data environment.

12. Use of Telephone Numbers

License Holder may receive a marketing list from an outside vendor which contains telephone numbers of potential customers of License Holder for use in connection with the Software licensed pursuant to this agreement. Any such list is included within the definition of "Customer List" as that term is defined in the Franchise Agreement. License Holder acknowledges that the list and the telephone numbers have not been compared to the National Do Not Call Registry and that some of the names on the list may have placed their telephone numbers on the National Do Not Call Registry.

License Holder agrees that it will only use the information contained in the marketing list described above in manner consistent with and for purposes permitted by law. License Holder agrees not to call any telephone number on the marketing list for telemarketing purposes unless License Holder first obtains access to the National Do Not Call Registry on its own behalf and abides by the restrictions placed on calling telephone numbers that appear on the Do Not Call Registry.

License Holder agrees to defend, indemnify and hold DPD, the supplier of the marketing lists and the supplier of the telephone numbers, and their directors, officers, agents, employees, contractors, licensors, and affiliated companies, harmless from any liability for any loss or injury arising out of, or caused in whole or in part by License Holder's use of the information provided in the marketing list described above.

13. Technology Advisory Board

DPD will maintain a Technology Advisory Board ("TAB") consisting of Domino's Pizza Franchisees and/or Licensees selected by DPD. DPD will from time to time present DPD's plans for the direction and prioritization of future development of the Software and related

technologies to the TAB. The TAB will review these plans, provide the advice of the TAB, and collaborate with DPD on these future initiatives.

14. Procedures Review

DPD will use a "Procedures Review" whereby approximately once each year, DPD will have the key enhancement, maintenance, and support expenditures on Pulse and related technologies (including but not limited to Domino's Real Time) from collected enhancement fees reviewed by independent auditors. DPD will review the results of the independent auditor review with the TAB for purposes of demonstrating that annual Software enhancement fees are spent only on the enhancement, maintenance, and support of Domino's Pulse and related store and internet-based technologies.

15. General

15.1 This Agreement and all addenda supersedes in full all prior discussions and agreements, oral and written, between the parties relating to the Software and constitutes the entire agreement between the parties relating to the Software. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.

15.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to maintain labor or materials on time.

15.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed, and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

15.4 All required notices under this Agreement (except for the notice in section 2.1) shall be sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing by the respective party. Notices to DPD shall be sent to the attention of the Chief Information Officer and notices to the License Holder shall be sent to the attention of the person signing this Agreement on behalf of the License Holder. All notices shall be given by certified or registered mail, or overnight carrier or via facsimile or other electronic system. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

15.5 This Agreement shall be governed by the laws of the State of Michigan.

15.6 Neither party to this Agreement is, or shall represent itself to be, an agent, partner, or employee of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, agency, or partnership, or any relationship other than licensor - licensee. Each party retains control of the day to day activities of its respective business.

Attachment A
To
Domino's Pizza Distribution LLC Pulse System License Agreement
Fees and charges applicable to each store licensed by this Agreement

Domino's Pulse Software (from Domino's Pizza Distribution LLC)
Software Presently Required to run with Pulse Purchased
Through Domino's Pizza Distribution LLC. These third party products and vendors, and the costs associated with these products, may change during the term of this Agreement at the sole discretion of DPD, and License Holder agrees to accept such changes when implemented by DPD and when same or similar product(s) are in use in a majority of company-owned Stores.
<ul style="list-style-type: none"> <input type="radio"/> Microsoft License Fee Including MS Office <input type="radio"/> Mapping and Routing Software <input type="radio"/> File Sync <input type="radio"/> Anti-virus Software <input type="radio"/> Credit Card Processing Software <input type="radio"/> Security Software
The amounts listed on this Attachment do not include amounts charged by any of these third-party vendors for annual or periodic maintenance and enhancement of their products. The amounts for third party maintenance and enhancements will be billed to License Holder without markup to DPD or rebate to DPD.
Customer/Data Conversion or Accudata
The Pulse License Fee is \$4,200.00 per store
Annual Software Enhancement Fee (Payable as invoiced. The Annual Software Enhancement Fee is \$641.91 for 2021 and is subject to increase each year, and License Holder shall pay the fee as adjusted by these increases for current and prior years. See Attachment B for further description.
The annual anniversary for Billing the Annual Enhancement Fee is January 1st. The owner of record the day the invoices are generated by DPD will be responsible for the full amount of the full amount of the invoice regardless of the day the franchisee or licensee takes possession of the store.

Attachment B To Domino's Pulse Software License Agreement Software Enhancement Agreement

1. Software Enhancement Services

1.1 Provided that License Holder is using the then current version of Software in use in the majority of domestic Domino's stores (version "N") or the immediately preceding version of Software ("N-1"), is current in paying all applicable Software Enhancement Fees and is not otherwise in default under this Agreement, DPD will provide License Holder with the following Software Enhancement Services:

(a) Enhancement and maintenance of Domino's Pulse and related store and internet-based technologies provided as components of Domino's Pulse ("Core Pulse Functionality") with the Domino's Pulse License Fee and Annual Software Enhancement Fee.

(b) DPD will continue to use reasonable efforts to correct any Software error, and will provide to License Holder any error corrections, enhancements and updates to the Software which are developed and published by DPD and made generally available to other licensees of the Software at no additional cost. Error corrections will remedy any documented failure of the Software to perform in substantial conformance with the then-applicable user documentation. Minor mistakes in the user documentation are not considered errors in the Software, and DPD may revise the user Documentation to correctly describe the intended operation.

2. Annual Software Enhancement Fees

21 No charge for the initial twelve (12) month period following the installation of the Software at the Store ("Installation Date"). License Holder shall pay the Annual Software Enhancement Fee as per Attachment A. This fee will be due and payable annually upon receipt of invoice.

22 DPD may increase the Annual Software Enhancement Fee not more than once each year with sixty (60) days prior written notice to the License Holder. The increases to the Annual Software Enhancement Fee may be reviewed by TAB. The amount of any such annual increase shall not exceed five percent (5%) of the previous year's Annual Software Enhancement Fee, unless the TAB approves a greater increase, but in any event no annual increase shall exceed ten percent (10%) of the previous year's Annual Software Enhancement Fee.

23 DPD may at its own discretion make quarterly payment plans available to License Holders.

24 License Holder shall only be liable for Annual Software Enhancement Fees during the term of this Agreement.

3. Other

31 Third party software and operating system software may carry its own maintenance, warranty, or enhancement fees. These third-party maintenance, warranty, or enhancement fees will be billed to License Holder without markup to DPD or rebate to DPD. Any updates that DPD requires for the Software to operate properly will be provided to License Holder at a cost not to exceed pre-vailing market rates without markup to DPD or rebate to DPD.

32 DPD reserves the right to charge a reasonable connectivity fee to deliver Software Enhancement Services to License Holders who do not have DSL connections and use a dialup connection that results in costs to DPD. License Holder agrees to pay any such connectivity fees upon receipt of invoice from DPD.

Attachment C

To

Domino's Pulse Software License Agreement

Participation Agreement

This Participation Agreement is entered into by the party signing below ("you") for the benefit of MSLI, GP ("Microsoft") and shall be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and **Domino's Pizza Distribution LLC** and/or its affiliates (the "customer") are parties to Microsoft Select Enrollment, No. 6645248 (the "agreement"), under which you desire to sublicense certain Microsoft products. As used in this Participation Agreement, the term to "run" a product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run a copy of any version of any product sublicensed under the agreement is governed by the applicable product use rights for the product and version licensed as of the date you first run that copy. Such product use rights will be made available to you by the customer, or by publication at a designated site on the World Wide Web, or by some other means. Microsoft does not transfer any ownership rights in any licensed product and it reserves all rights not expressly granted.

I. Acknowledgment and Agreement. You hereby acknowledge that you have received a copy of the product use rights applicable to the products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as well as to the following provisions:

a. **Restrictions on use.** You may not:

- Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease, lend or host products without the express written consent of Microsoft;
- Reverse engineer, de-compile or disassemble products, except to the extent expressly permitted by applicable law despite this limitation;
- Transfer licenses to, or sublicense, products to the U.S. Government.

You acknowledge that products licensed under the agreement are of US-origin. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://microsoft.com/exporting/>.

b. **Limited product warranty.** Microsoft warrants that each version of a commercial product will perform substantially in accordance with its user documentation. This warranty is valid for a period of 90 days from the date you first run a copy of the version. Any warranties imposed by law concerning the products are limited to the same 90-day period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify Microsoft within the warranty period that a product does not meet this warranty, then Microsoft will, at its option, either (i) return the price paid for the product or (ii) repair or replace the product. This is your exclusive remedy for any failure of any commercial product to function as described in this paragraph.

c. **Free and beta products.** Free and beta products, if any, are provided "as-is," without any warranties.

d. **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS SECTION, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS.

e. **Limitation of liability.** There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft's liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of free product, or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's total liability to you will not exceed US\$5000, or its equivalent in local currency.

f. **No liability for certain damages.** To the maximum extent permitted by applicable law, neither you, your affiliates or suppliers, nor Microsoft, its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

g. **Application.** The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

FRANdata
VERI
FOR INTERNAL USE ONLY - NOT FOR RESALE

h. **Verifying compliance.** You must keep records relating to the products you run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the agreement and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 15 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.

i. **Dispute Resolution; Applicable Law.** This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction.

Your violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Dated as of the _____.

CUSTOMER AFFILIATE: «FranFormalName»

Signature: Name:

«FranFormalName»

Individually and as authorized representative
of each Owned Entity

FCode: F _____

Date: _____

EXHIBIT L

EXPIRATION OF FRANCHISE AGREEMENT AND RELEASE

**EXPIRATION OF FRANCHISE AGREEMENT
AND RELEASE**

THIS EXPIRATION OF FRANCHISE AGREEMENT AND RELEASE (the "Agreement") is made and entered into, effective on **(Date Franchise Agreement Expires)** between Domino's Pizza Franchising LLC, a Delaware limited liability company ("Franchisor") and «CorpName» and all of its shareholders, owners, partners, members, officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors, heirs and assigns collectively ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor and Franchisee previously entered into a franchise agreement dated «SFAExecutedDate» (the "Franchise Agreement") for Domino's Pizza Store #«StoreID», located at «StoreAddressLine» (the "Store"); and

WHEREAS, the Franchise Agreement expires on **(Date Franchise Agreement Expires)** and the Franchisee desires to exercise its option to renew the franchise under the Franchise Agreement by entering into a new franchise agreement which renewal is subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions contained herein, the Franchise Agreement and all rights and obligations of the parties thereunder are hereby terminated and cancelled effective as of the expiration date of the Franchise Agreement, and shall be of no further force or effect.
2. Notwithstanding anything contained herein to the contrary, Franchisee agrees to be bound by and comply with all of the post-expiration obligations set forth in Section 18.3, 20.2 and 20.5 of the Franchise Agreement. In addition, all obligations of Franchisee to indemnify Franchisor, its subsidiaries and its affiliated companies and any of their agents and employees under the terms of Section 22.3 of the Franchise Agreement for, among other things, any and all claims arising out of the operation of the Store, and all obligations owed to the Franchisor, its subsidiaries and affiliated companies and their agents and employees arising out of relationships other than the franchise relationship (such as vendor purchaser or which arise out of a sales and security agreement or promissory note), shall survive notwithstanding the execution of this Agreement.
3. Franchisee, for itself and all natural and legal persons claiming by, through or under it, hereby releases Franchisor and its subsidiaries and affiliated companies and their respective officers, directors, agents, employees, members, affiliated companies, legal representatives, heirs and assigns from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which Franchisee had, has or claims to have against any or all of the parties described above as of the date hereof, arising out of, pursuant to, or related to the Franchise Agreement and the franchise relationship created thereby, including but not limited to, the offer, sale, negotiation, default, and/or

performance of the Franchise Agreement; provided, however, such releases shall not apply to any claims under state franchise laws to the extent prohibited by the provisions of any such laws.

4. This Agreement shall be binding in all respects upon the parties hereto and their respective shareholders, owners, partners, members, officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors, heirs and assigns, and nothing contained herein shall release the parties from their obligations under this Agreement.
5. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and may be independently enforced to the fullest extent permitted by law.

The parties hereto have executed this Agreement.

FRANCHISEE: «CorpName»

«FranFormalName»
President

DOMINO'S PIZZA FRANCHISING LLC

By: _____

Joseph P. Devereaux
Assistant Secretary, CFE

Dated: _____

EXHIBIT M

RIDER TO LEASE



Domino's Pizza

RANCHISE STORE LEASE POLICY

As of March 2021

Pursuant to Section 7.4 ("Store Lease") of the Domino's Pizza Franchise Agreement, you are required to maintain a lease for the site of the Store. Additionally, all proposed leases for new builds, re-franchises, relocations, or renewals are required to include the attached "**RIDER TO LEASE**" and be submitted to the Franchise Services Department for review and approval prior to execution.

A proposed lease for new builds, re-franchises, and relocations cannot be approved until the Franchise Services Department has an approved franchise application and an approved site inspection.

The "RIDER TO LEASE" requires the following provisions:

1. Inconsistency between Lease and Rider
2. Definitions
3. Use and Occupancy
4. Assignment of Lease
5. Notice of Default
6. Adequate Parking
7. Standard Signage
8. Adjoining Uses
9. Damage to Premises
10. De-Identification
11. Payment of Rent

Exception: Percentage of Sales Rent included in Non-Traditional Store Leases will be reviewed on a case-by-case basis.

NOTE: You must insert the Tenant and Landlord entities in the first paragraph and on the signature page of the "RIDER TO LEASE" consistent with the entities in the proposed lease. Additionally, the Store address must be inserted in the second paragraph of the "RIDER TO LEASE" consistent with the proposed lease.

Domino's Pizza LLC, as Manager, Domino's Pizza Franchising LLC or any of their affiliates are not liable for the final terms and provisions of any franchise lease. It is strongly advised that you work with a knowledgeable attorney or business advisor when negotiating the lease terms.

DOMINO'S PIZZA RIDER TO LEASE

THIS RIDER TO LEASE (the "Rider") is made this _____ day of _____, 20____, by and between _____ ("Tenant") and _____ ("Landlord").
(Print "Tenant Name" & "Landlord Name" Above)

RECITALS

WHEREAS, concurrently with the execution of this Rider, Tenant, a franchisee of Domino's Pizza Franchising LLC ("DPF"), and Landlord have entered into a lease (the "Lease") for the premises of Tenant's Domino's Store located at:

_____ (the "Premises"); and
(Print "Complete Store Address" Above)

WHEREAS, as a condition to DPF's grant of a franchise to a franchisee, DPF requires that certain provisions be contained in the lease entered into by its franchisees to establish an alignment and approval of certain subjects and activities within the Franchise Agreement that the franchisee has signed, or will be signing, to operate the store covered by the Lease Agreement; and

WHEREAS, to evidence Landlord's and Tenant's agreement to these terms, the parties hereby enter this Rider to Lease;

NOW, THEREFORE, the parties agree as follows:

1. **Inconsistency between Lease and Rider.** In the event of any inconsistency between the terms of the Lease and this Rider, the terms of this Rider shall prevail.

2. **Definitions.** In this Rider, the following words or phrases will have the following meanings:

Domino's Pizza, Inc. "DPI"

Parent company, directly or indirectly, of all Domino's Pizza related entities.

Domino's Pizza Franchising LLC "DPF" **Franchisor.**

Domino's subsidiary issuing franchise agreements to domestic franchisees within United States.

Domino's Pizza LLC "DPL"

Indirect, wholly owned subsidiary of DPI which manages and oversees the primary operations of all Domino's subsidiaries and business.

Domino's Pizza LLC – Manager "DPL-M"

DPL as Manager for DPF providing required support and services to franchisees under their franchise agreements.

Franchise Agreement "FA"

The agreement between franchisor and franchisee allowing for the operation of the Domino's store at the leased premises.

Successor Tenant

The Domino's franchisee, or corporate entity, that purchases the Domino's store from the currently operating Tenant in accordance with terms set forth in this Rider.

3. **Use and Occupancy.** Tenant may only use the leased premises (the "Premises") as a quick service pizza restaurant for the preparation, consumption, dine-in, carry-out and delivery of pizza, sandwiches, salads, chicken items, pastas

and related foods and beverages and those items customarily sold, either now or in the future, in a Domino's Store or other similar enterprise or establishment so long as such future use does not conflict with any applicable governmental laws, rules and regulations or any exclusive use granted prior to the date of this Lease to other tenants within the shopping center.

4. Assignment of Lease. Anything contained in the Lease to the contrary notwithstanding, Landlord agrees that the Lease and the right, title and interest of the Tenant and any subsequent or successor Tenant thereunder, shall be sold and assigned by Tenant, but only upon and with the sole authorization and management of DPF in accordance to the terms of the Tenant's FA with DPF, to Domino's Pizza LLC or to a Successor Tenant provided Landlord receives notice of such assignment, and further provided, that the assignee shall execute such documents evidencing its agreement to thereafter keep and perform, all of the obligations of Tenant arising under the Lease from and after the time of such assignment. Further, Successor Tenant shall have no responsibility for prior defaults under the Lease and Landlord shall not terminate the Lease upon assignment.

In addition, anything contained in the Lease to the contrary notwithstanding, Landlord agrees to allow a change in the controlling interest of the Tenant and any subsequent or successor Tenant thereunder, in the event such controlling owner is Domino's Pizza LLC or an approved franchisee of DPF, without the consent of Landlord, provided, however, that Landlord shall be provided notice of such change in controlling interest.

5. Notice of Default. Landlord shall give written notice to Domino's Pizza LLC, as Manager, Attn: Franchise Services Department (via email at franchise.services@dominos.com), (concurrently with the giving of such notice to Tenant), of any default by Tenant under the Lease and Domino's Pizza LLC may cure such default at its sole option within thirty (30) days receipt of said notice. Notice shall be sent via USPS mailing services to PO Box 485, Ann Arbor, MI 48105-0485, or via any overnight courier services requiring a street address to 24 Frank Lloyd, Suite F1200, Wright Drive, Ann Arbor, MI 48105-9484.

6. Adequate Parking. Notwithstanding any parking provisions defined in the Lease, Landlord agrees that Tenant's active Retail Delivery Drivers will be exempt from any mandated "employee parking" designated by Landlord. Rather, the retail delivery drivers may be permitted to park as near or adjacent to the Premises as possible for the loading and unloading of their vehicles in service of Tenant's Delivery Customers. Drivers must not park in front of other tenant's spaces when the businesses are open. Tenant's in-store employees shall abide by any employee parking requirements defined in the Lease.

7. Standard Signage. It is requested that Tenant be permitted to install the customary and usual Domino's Pizza display signs (including pole-type or tenant-shared signs if they are permitted and/or available) on and adjacent to the Premises, subject to the conditions set forth in the Lease or any Lease Exhibits. Renderings of the signs, advertisements, notices, logos, lettering, standard images, and advertising practices of the Domino's Pizza LLC advertising program, are attached to this rider to provide general guidance of the Domino's signage program. Tenant shall be responsible for coordinating with a professional signage company for the actual signage design to be manufactured and installed upon the Premises once all approvals and permissions have been received.

8. Adjoining Uses. No operation currently exists, and Landlord shall not permit, directly or indirectly, another quick service pizza restaurant which sells pizza for delivery or carry out ("Competing Business") to be operated within the Shopping Center including out parcels and pad sites that is a direct competitor (including, but not limited to, Pizza Hut, Papa John's, Little Caesars and Papa's Pizza, (list other major regional competitors if applicable)). The aforementioned restriction shall not apply to: (i) any existing leases at the Shopping Center as the same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right), or (ii) any store measuring 5,000 sq. ft. or more; or (iii) a full service sit-down restaurant; or (iv) a buffet style pizza restaurant; or (v) any portion of the Shopping Center that is not owned by Landlord.

Should Landlord violate this provision, all rent shall abate in full until such time that the Competing Business no longer occupies space in the Shopping Center. Should the Competing Business remain open and in business for a period in

excess of three hundred sixty-five (365) days Tenant may terminate the Lease forthwith with thirty (30) days written notice thereof delivered to Landlord.

9. Damage to Premises. In the event the Premises or any material portion thereof or any adjoining property shall be damaged by fire or other casualty during the term hereof so as to render the Premises, including any common area, untenantable, Landlord shall promptly restore the same to their previous condition, and a just proportion of the rent, according to the extent to which the Premises and any common areas have been rendered untenantable, shall abate until the Premises shall have been restored and put in proper condition for use and occupancy by Tenant. However, per terms of tenant's FA with Franchisor that require that a closed store be re-opened within one hundred eighty (180) days of the casualty, if the damaged Premises cannot be made tenantable within one hundred twenty (120) days after the occurrence of such damage, for reasons including, but not limited to, insurance issues, building and permitting issues and construction delays, Tenant may terminate this Lease forthwith upon thirty (30) days' written notice thereof delivered to Landlord and any rent paid in advance of such termination by Tenant shall forthwith be refunded to it. If any authority having jurisdiction thereof shall determine that the Premises or any building of which the Premises are a part should be demolished and removed because of damage, this Lease shall terminate within 30 days of receiving notice of same and any rent paid in advance of such determination by Tenant shall be refunded to it.

10. De-identification. Landlord acknowledges that Tenant is entering the Lease to operate a Domino's Pizza franchise, as an independent business entity. Tenant is required upon termination or expiration of the Lease, or upon termination or expiration of the Franchise Agreement, that Tenant shall, at Tenant's sole expense, and within ten (10) business days, make such reasonable modifications to the exterior and interior of the Leased Premises (including interior and exterior signage, menu boards, job aids, product photos, and the like) as is necessary or useful to fully eliminate all identification and appearance as a Domino's Store.

If Tenant fails or refuses to timely and fully de-identify the Leased Premises to the extent and in the time and manner required by the foregoing paragraph of this Rider to Lease, Domino's Pizza LLC may, at its sole option and in addition to other rights and remedies it may have, make said modifications on Tenant's behalf, so long as Domino's contacts Landlord prior to commencing any activity to do so, and both parties enter into a reasonable written agreement to be executed of the scope of work to be done, the timing and conditions related to said work, access to the Premises and indemnifications as needed. Whether it is Domino's or Landlord that ultimately does the de-identification of the space due to Tenant's failure to do so, all expenses incurred in the activity shall be the responsibility of the Tenant. The foregoing shall not give Landlord or any other entity additional rights to require the restoration or repair of the Leased Premises beyond that which is agreed to between Landlord and Tenant. Landlord acknowledges that Domino's Pizza LLC will not be required to make any repairs, restorations, or de-identifications of the Lease Premises unless it exercises its option to make said modifications.

11. Payment of Rent. Notwithstanding anything in the Lease to the contrary Tenant and Landlord acknowledge that Tenant's rent or lease obligations shall not be determined based upon Tenant's sales.

IN WITNESS, WHEREOF, the parties have executed this Rider on or as of the date first above written.

LANDLORD:

Print "Company Name" Above

By: Signature

(Print "Name" Above)

Its: (Print "Title" Above)

TENANT:

Print "Company Name" Above

By: Signature

(Print "Name" Above)

Its: (Print "Title" Above)

RIDER - Exhibit
Sign Examples for Pizza Theatre Restaurant Design

Domino's Pizza Theatre Signage / New Logo

DOMINO'S PIZZA THEATER CONSTRUCTION MANUAL - Q3 '20

ENTRYWAY GRAPHICS



- A. "Welcome" Customer Entry Door Vinyl PC 273243
- B. "Welcome" Glass Partition Wall Vinyl..... PC 273260
- D. "Now Serving - Open" LED Peel Sign..... PC 284050
French "Now Serving - Open" Sign PC 284051
- E. "Pick Up Window Open" LED Peel Sign PC 284052
- F. LED Disk "Open" Sign PC 284053



Typeface - Color Scheme - Domino's Wordmark

PRIMARY TYPEFACE

ONE DOT CONDENSED

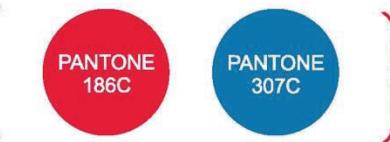
One Dot Condensed is Domino's most used font. You will see it used everywhere from legal copy to bold headlines on billboards. The narrow nature of the font makes it the top choice when messaging requires large attention-grabbing headlines or low-key legal.

**ABCDEFGHIJKLMNOPQR
STUVWXYZ0123456789**

CONDENSED BOLD

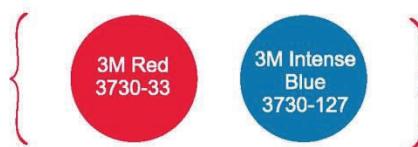
PRIMARY COLORS

PANTONE



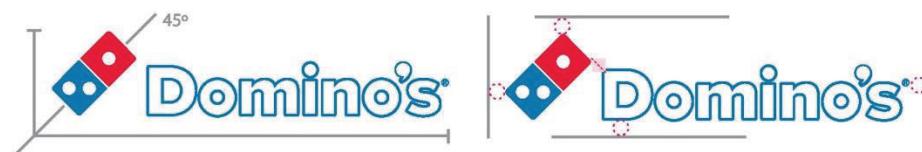
PANTONE colors should be used for any printed media where pantone swatches are specified

TRANSLUCENT VINYL



TRANSLUCENT VINYL colors should be used for illuminated signs, monument signs, and any other illumination is necessary.

PRIMARY ORIENTATION SPATIAL RELATIONSHIP



ORIENTATION:
The tile logo must always appear at a 45° angle to the right.



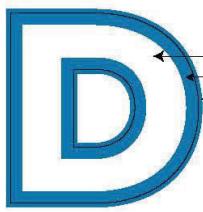
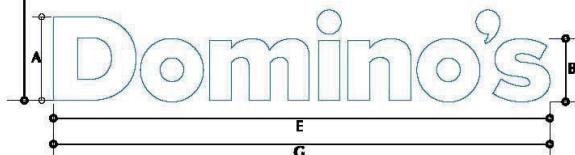
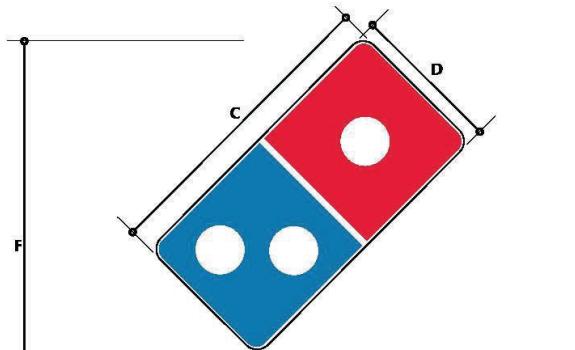
SPATIAL RELATIONSHIP:
The tile logo should always have a safe area around it at least 100% the diameter of the white dot, or "pip", in the logo. This gives our logo room to breathe and helps them stand out. Height of inset of "o" = distance between type and tile. No Elements may be positioned within the protected zone.

SIGNAGE

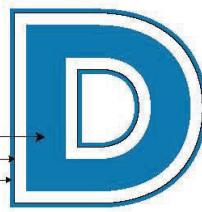


DOMINO'S PIZZA THEATER CONSTRUCTION MANUAL - Q4 '16

Channel Letter / Vertically Mounted Logo



Letter Colors: Option 1
 - White face
 - Blue border
 - Blue trim



Letter Colors: Option 2
 - Blue face
 - White border
 - Blue trim

SPECIFICATIONS:

(1) Internally illuminated channel letter and logo set.

Channel Letters:

5" deep aluminum sidewalls - Blue

White acrylic faces with translucent vinyl applied to faces.

1" trim cap - Blue

Border: All signs under 24" and under must maintain a 1/2" border and all signs larger than 24" must receive a 1" border.

- Blue-faced signs must have a white border
- White-faced signs must have a blue border

Channel Logo Cabinet:

5" deep aluminum sidewalls - White

White acrylic faces with translucent vinyl applied to faces.

1" trim cap - White

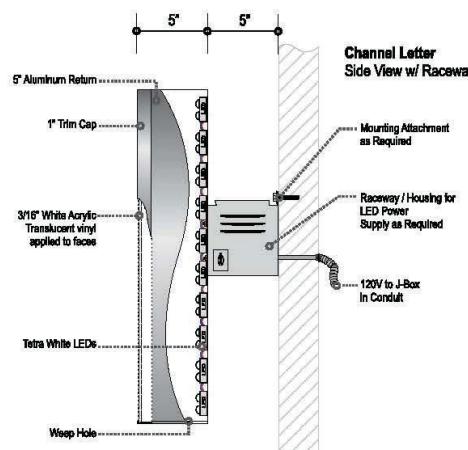
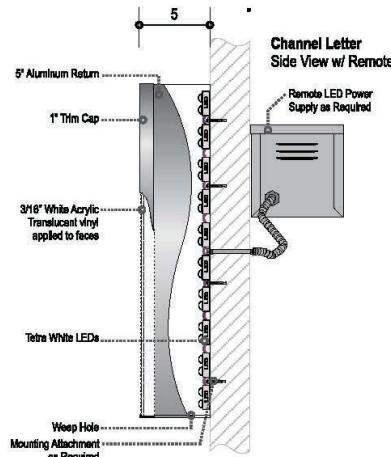
Illumination: Tetra White LED

Mounting: Direct mount to facade with as required mounting hardware.

Vinyl Color Key:

■ 3M Intense Blue 3730-127

■ 3M Red 3730-33



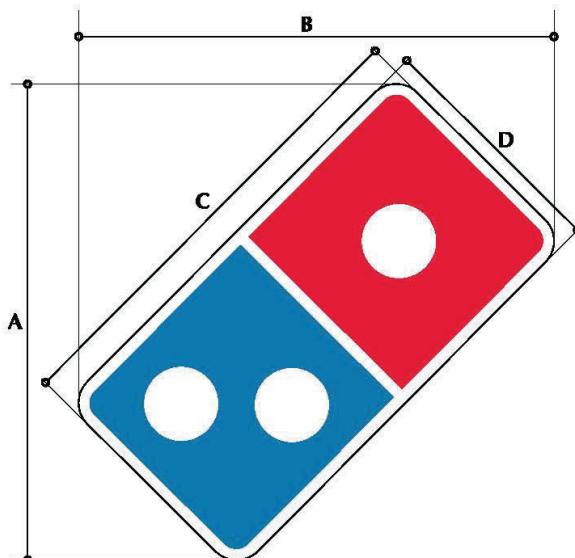
Standard Sizing Chart Vertical										
	Letter Height "D"	Height of Lower Case Letter	Logo Height	Logo Width	Letter Length	Overall Height	Overall Length	Boxed SQFT	Groups Boxed SQFT	Actual SQFT
Part #	A	B	C	D	E	F	G		Logo / Letters	Logo / Letters
DP-18FV	18"	1'-1"	5'-5"	2'-8 1/2"	8'-11"	7'-9 1/4"	8'-11"	69.28	5.94 / 30.47	2.94 / 14.67
DP-20FV	20"	1'-2 1/2"	6'-0"	3'-0"	9'-0 3/4"	8'-7 1/2"	9'-10 3/4"	85.35	7.33 / 38.79	3.6 / 18
DP-24FV	24"	1'-5 1/4"	7'-2 3/4"	3'-7 1/2"	11'-10 1/2"	10'-4"	11'-10 1/4"	122.70	10.56 / 51.96	5.2 / 26.47

INDESIGN

35



Logo Wall Cabinet Sign Flush / Raceway Mounted



Logo Wall Cabinet Sign
Front Elevation View

SPECIFICATIONS:

(1) Internally illuminated wall cabinet sign.

Blade Sign:

5" deep aluminum sidewalls - White
White acrylic faces with translucent vinyl applied to faces.
1" trim cap - White

Illumination: Tetra White LED

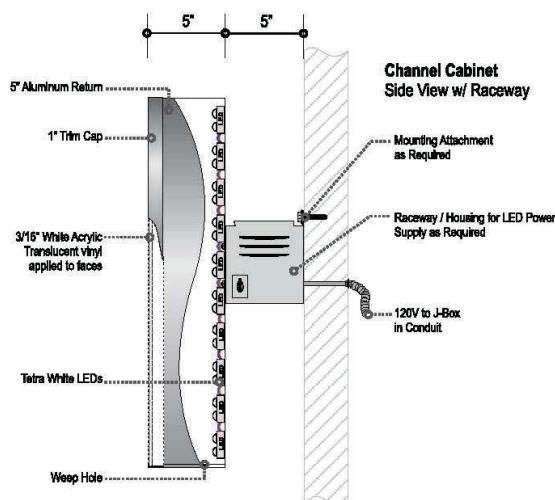
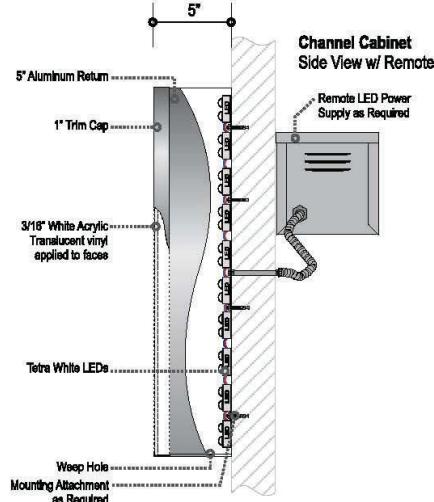
Mounting:

Direct mount to facade with as required
mounting hardware.

Raceway mounted to facade with as required
mounting hardware.

Vinyl Color Key:

- 3M Intense Blue 3730-127
- 3M Red 3730-33



Standard Sizing Chart - Logo Wall Cabinet Sign

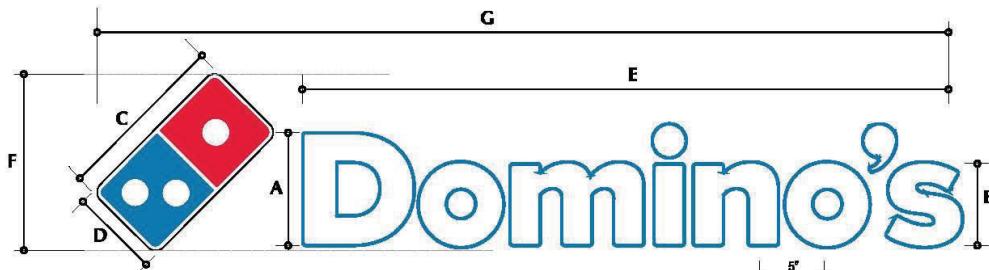
	Logo Height	Logo Width	Logo Length	Logo Width	Boxed SQFT	Actual SQFT
Part #	A	B	C	D	Logo	Logo
DP-18LS	18"	18"	1'-5 3/4"	9"	2.25	1.10
DP-24LS	24"	24"	1'-11 1/2"	1'-00"	4	2.48
DP-30LS	30"	30"	2'-5 1/2"	1'-3 1/4"	6.25	3.12
DP-48LS	48"	48"	3'-11 1/4"	2'-0 1/4"	16	7.95

SIGNAGE

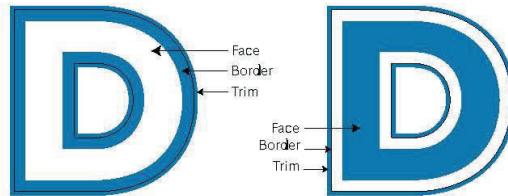


DOMINO'S PIZZA THEATER CONSTRUCTION MANUAL - Q4 '16

Linear Channel Letter and Logo Set



Elevation View:
Example of DP-18F Shown above with white outline



Letter Colors: Option 1

- White face
- Blue border
- Blue trim

Letter Colors: Option 2

- Blue face
- White border
- Blue trim

SPECIFICATIONS:

(1) Internally illuminated channel letter and logo set.

Channel Letters:

5" deep aluminum sidewalls - Blue

White acrylic faces with translucent vinyl applied to faces.

1" trim cap - Blue

Border: All signs under 24" and under must maintain a 1/2" border and all signs larger than 24" must receive a 1" border.

- Blue-faced signs must have a white border

- White-faced signs must have a blue border

Channel Logo Cabinet:

5" deep aluminum sidewalls - White

White acrylic faces with translucent vinyl applied to faces.

1" trim cap - White

Illumination: Tetra White LED

Mounting: Direct mount to facade with as required mounting hardware.

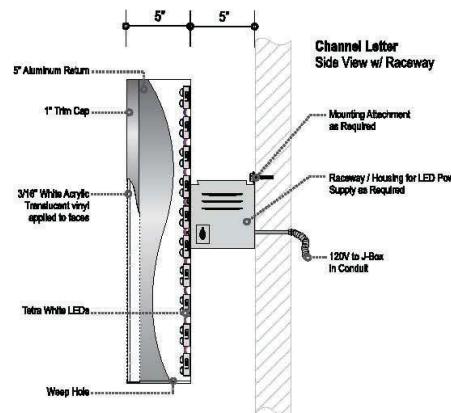
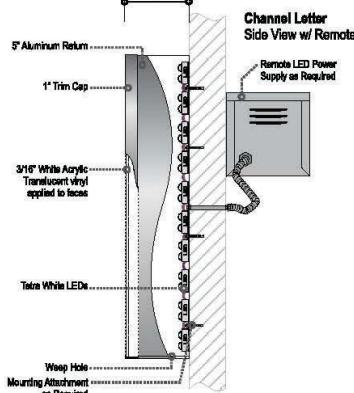
Vinyl Color Key:

- 3M Intense Blue 3730-127
- 3M Red 3730-33

Alternative Color Choices:



3M White Face
Channel Letters



Standard Sizing Chart

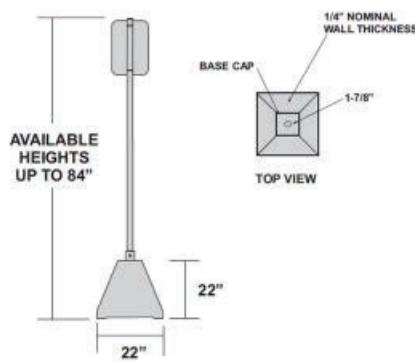
Part #	Letter Height "D"	Height of Lower Case Letter	Logo Height	Logo Width	Letter Length	Overall Height	Overall Length	Boxed SQFT	Groups Boxed SQFT	Actual SQFT
	A	B	C	D	E	F	G		Logo / Letters	Logo / Letters
DP-16F	16"	0'-11 1/4"	2'-1 1/4"	1'-1 1/4"	7'-11"	2'-2"	10'-5"	22.58	4.69 / 11.875	2.34 / 8.5
DP-18F	18"	1'-1 "	2'-4 3/4"	1'-2 3/4"	8'-11"	2'-5 1/4"	11'-8 3/4"	28.08	5.94 / 15	2.94 / 9.8
DP-20F	20"	1'-2 1/2"	2'-8"	1'-4 1/2"	9'-10 3/4"	2'-8 1/2"	13'-00"	35.26	7.33 / 18.18	3.6 / 13.85
DP-24F	24"	1'-5 1/4"	3'-2 1/4"	1'-7 3/4"	11'-10 1/2"	3'-3"	15'-7 1/2"	50.78	10.56 / 26.47	5.2 / 19.5
DP-30F	30"	1'-9 1/2"	4'-0"	2'-0 3/4"	14'-10 1/4"	4'-0 3/4"	19'-6 3/4"	79.55	16.5 / 41.15	8.25 / 30.5

Carside Delivery / Pickup Parking Sign



Standardize Base, Pole, Plaque & Height Through E&S

SIGN BASE W/ WHEELS



SPECIFICATIONS

- SIGN BASE MATERIAL:**
1/4" NOMINAL WALL THICKNESS
LOW-DENSITY POLYETHYLENE THERMOPLASTIC WITH
ULTRA-VIOLET & ANTI-STATIC ADDITIVES
- SIGN POST MATERIAL:**
- SIGN HOLES CAN BE FIELD DRILLED OR ADD SIGN BRACKETS
 - FOR AN EASY ADJUSTABLE INSTALLATION
 - 1.65 OD 14 GAUGE STEEL SLEEVE IN HOPE PLASTIC
 - 1.9" OD WITH PLASTIC CAP
- SIGN BASE DIMENSIONS:**
• 22" H X 22" W X 22" D
- WEIGHT:**
• 30 LBS. WITH POLE WHEN EMPTY
- COLORS:**
- STANDARD COLORS: BLACK BASE / GREY POLE
 - CUSTOM COLORS AVAILABLE: YELLOW, BLUE OR RED
- HEIGHT:**
- STANDARD HEIGHT IS 84" WITH OR WITHOUT WHEELS
- INSTALLATION:**
- FILL WITH SAND
 - CAN HOLD UP TO 250 LBS. OF SAND OR GRAVEL



Sign Layout Detail

Pick-Up Window Sign_v27

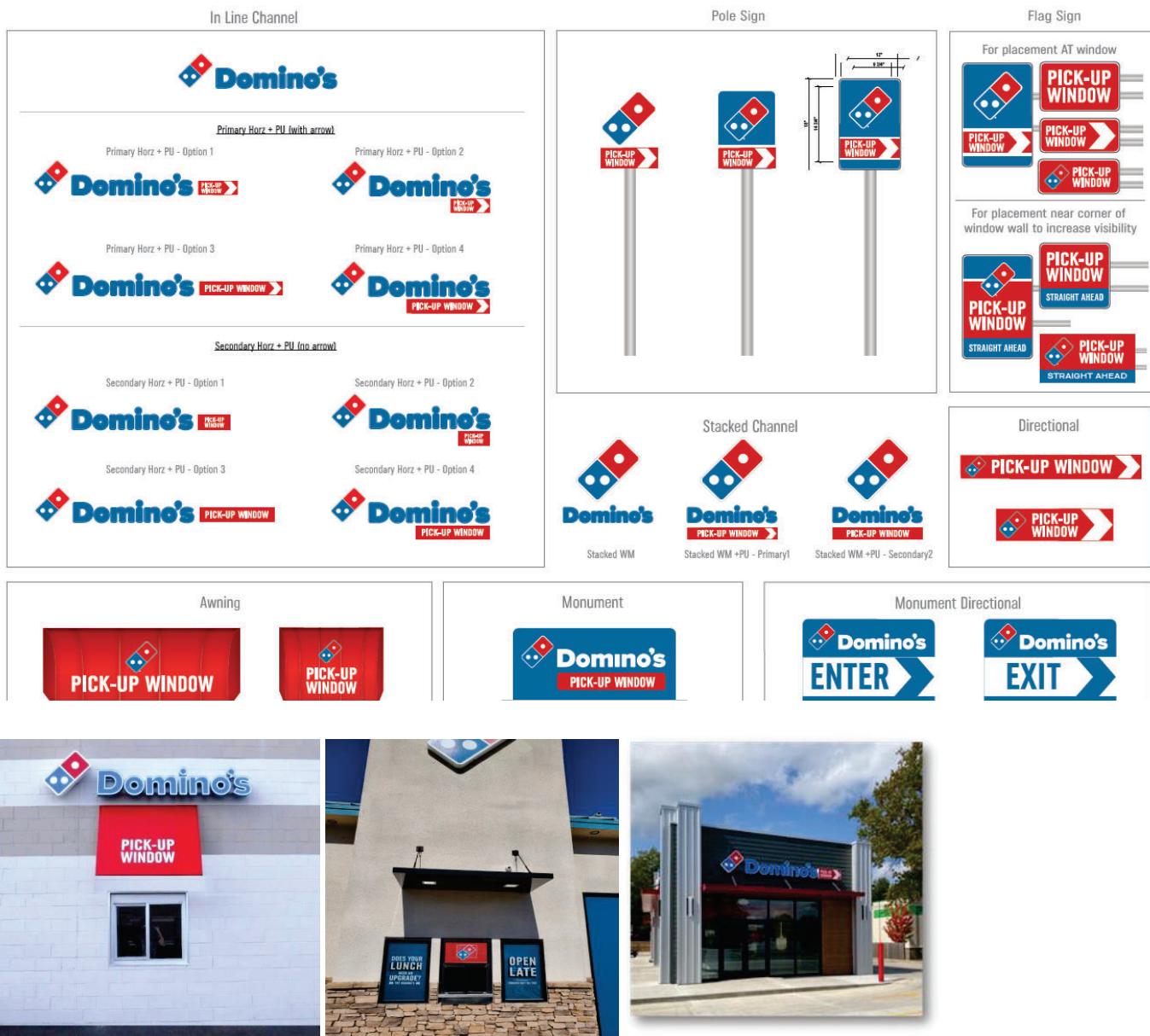


EXHIBIT N

RIDER TO PURCHASE AGREEMENT

RIDER TO PURCHASE AGREEMENT

THIS RIDER TO PURCHASE AGREEMENT (the "Rider") is made this
____ day of _____ 20____, by and between:

(the "Seller") and
(the "Purchaser").

WHEREAS, concurrently with the execution of this Rider, Seller, a franchisee of Domino's Pizza Master Issuer LLC (DPMI") and/or Domino's Pizza Franchising LLC ("DPF"), and Purchaser, have entered into a Purchase Agreement for the sale of Seller's assets used in the operation of the Domino's Pizza Store(s) listed on the attached Exhibit A (the "Store(s)") to Purchaser.

WHEREAS, Purchaser has applied to Domino's Pizza LLC, as Manager ("DPL"), for approval to operate the Store(s) as a Domino's Pizza franchisee and approval of Purchaser's application is conditioned, among other things, upon certain provisions being contained in the Purchase Agreement for the Store(s).

WHEREAS, to evidence Seller's and Purchaser's agreement to include these terms in the Purchase Agreement, the parties hereby enter into this Rider.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Agreement. For the purposes of this Rider, the term "Purchase Agreement" shall mean the documents executed or delivered by and between Seller and Purchaser for the transfer of the assets of the Store(s) from Seller to Purchaser, regardless of the name or title on the documents.

2. Inconsistency Between Agreements. In the event of any inconsistency between the terms of the Purchase Agreement, any and all other related documents executed in connection with the purchase of the assets of the Store(s), and this Rider, the terms of this Rider shall prevail. If there is any inconsistency between any franchise agreement(s) to which Seller or Purchaser is a party (the "Franchise Agreement(s)"), and the Purchase Agreement, including this Rider, the terms of the Franchise Agreement(s) shall prevail. Without limiting the generality of the foregoing, sales or transfers of all or a part of any interest in the assets of a Domino's Pizza store, or the entity owning the Store(s) remain subject to the prior rights of DPMI, DPF and/or DPL as provided in the Franchise Agreement(s).

3. Disclaimer of Interest in Telephone Numbers/Intellectual Property. The assets to be transferred pursuant to the Purchase Agreement do not include, nor shall any value be assigned to: (i) telephone numbers, (ii) the Domino's trademarks/tradenames, (iii) the Franchise Agreement(s), (iv) geographic areas or (v) any rights granted under the Franchise Agreement(s).

Further, Seller and Purchaser acknowledge that the rights to the current telephone number(s) to the Store(s) (the "Phone Number(s)") are held by DPL. However, as the telephone service provider(s) of the Phone Number(s) may not recognize this right of DPL, Seller agrees to provide the necessary documentation to the telephone service provider(s) to assign such Phone Numbers to the Purchaser.

4. Outstanding Debts/DMA Co-op Obligations. All outstanding debts owed to DPMI, DPF, Domino's Pizza Distribution LLC ("DPD") and any of their affiliates or subsidiaries, contractual and local DMA commitments accrued as of the date of closing, must be paid in full prior to or at the closing. DPL may, at its discretion, require outstanding debts to be paid via wire transfer to the appropriate creditor.

Purchaser hereby formally assumes all of Seller's obligations under all contractual and local DMA Co-op commitments and contracts.

5. Clearance Letter/Purchaser's Joint Liability. Prior to taking possession of the subject of the Purchase Agreement, or paying any part of the price therefor, Purchaser shall obtain written verification from DPL of amounts owed by Seller to DPMI, DPF, DPD and any of their affiliates or subsidiaries and local DMA commitments. Purchaser may satisfy this obligation by obtaining a completed "Clearance Letter" in a form of the Exhibit B attached to this Rider which must be signed by DPL and Seller at least one (1) business day prior to the closing. By signing this Rider, Seller authorizes Purchaser to pay the amounts to the respective entities as set out on the applicable Clearance Letter by *Wire Transfer on the day of the closing*. For failure to comply with the provisions of this paragraph, Purchaser agrees to be liable with Seller for payment of the liabilities set out on the Clearance Letter and the individual signing this Rider for the Purchaser shall also be personally liable for payment of the liabilities set out on the Clearance Letter, and such liabilities may be enforced against Seller, Purchaser, and Purchaser's signatory, jointly and severally. Purchaser and Purchaser's signatory also authorize DPF to withhold profit sharing and volume discount payments otherwise due Purchaser for payment of liabilities assumed by Purchaser under this paragraph.

In addition, Seller, Purchaser, and Purchaser's signatory shall be jointly liable for interest at the rate of twelve percent (12%) per annum on any amount not paid to the payee according to the Clearance Letter by Wire Transfer on the day of the closing, as well as all of the payee's costs (including attorney's fees) incurred in collecting the amounts due according to the Clearance Letter.

Nothing set forth in this paragraph relieves Seller of any liability to pay amounts due at closing.

6. No Security Interest. Purchaser acknowledges and agrees that it shall not grant a security interest in, or pledge as collateral of, any interest in any premise lease, franchisee, Franchise Agreement(s), or any franchise rights thereunder, and Seller acknowledges that it will not attempt to acquire any such security interest.

7. Delivery Area. Neither Seller nor Purchaser has the authority to change the boundaries of the delivery area of any Store(s) without the written consent of DPL or DPF. If there are any discrepancies over the exact boundaries of the delivery area of any Store(s), the boundaries that are set out on the map maintained by DPL or DPF shall control.

Seller agrees to disclose to Purchaser, prior to closing any limitations Seller has placed on delivery service offered by the Store(s) and furnish Purchaser with copies of documents supporting Seller's reasons for, and other information about, the limitations.

Purchaser acknowledges that it is familiar with the boundaries of all delivery areas and further agrees to make an independent review and evaluation of the entire delivery area(s) of

the Store(s) within thirty (30) days after closing and Purchaser shall adopt and implement its delivery service policy in accordance with the Domino's Pizza Limited Delivery Service Policy and Standard.

8. Sale Information. Seller and Purchaser agree that DPL, DPF, DPMI and their subsidiaries and affiliates do not represent or warrant the accuracy of any information Seller has provided to Purchaser in connection with this transaction and DPL, DPF, DPMI and their subsidiaries and affiliates shall have no liability for the information or failure to provide information.

IN WITNESS WHEREOF, the parties have executed this Rider on or as of the date first above written.

SELLER: _____

PURCHASER: _____

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Initial

Store # Store Address

EXHIBIT B

Example FORM OF Domino's Pizza Clearance Letter

It is agreed that as of _____, 20____, [Franchisee's Name], individually and as Controlling Owner (the "Seller") of Domino's Pizza Store(s) #_____ (the "Stores"), whose assets are being sold pursuant to the terms of a certain "Purchase Agreement", is indebted in the following amounts:

- Royalties & Advertising	\$ _____
- Equipment & Supply	\$ _____
- Supply Chain Center	\$ _____
- Technology (i.e. OLO, Pulse, etc.)	\$ _____
- Internal Promissory Notes	\$ _____
- Miscellaneous	\$ _____
TOTAL DUE AT CLOSING:	\$ _____

Seller must sign and return this Clearance Letter to Domino Pizza LLC at least one (1) business day prior to the closing. Seller authorizes the release of this information and authorizes and agrees to the following:

On or before the date of the transaction, either: (1) the Seller will pay the total amount due at closing by Wire Transfer; or (2) the Purchaser of the assets of the Stores, upon agreement with Seller, will pay the total amount due at closing by Wire Transfer. Further, should any payments previously made via the Domino's Online Payment System (DOPS) fail to clear by the closing date, the amounts pending will become due immediately and payment in full will be made at closing.

This Clearance Letter has been prepared by Domino's Pizza LLC, as Manager, according to the best information available to it at the time it is prepared. **In the event it is later determined that any amount above had been incorrectly calculated, either (1) the appropriate Domino's Pizza entity shall refund any amount overpaid, or (2) the Seller shall remain liable for, and pay on demand, any additional amount due.**

Please send the **Wire Transfer** in the amount of \$_____ on or before the day of the transaction to:

JP Morgan Chase
 New York, NY 10005
 Domino's Pizza
ABA # 0210-0002-1
 Acct # 1270623

Domino's Pizza LLC, as Manager

Acknowledged By:

By: _____

Seller: _____

(Signature)

(Signature)

(Print "Name" Above)

(Print "Name" Above)

EXHIBIT Q

OPERATING MANUAL TABLE OF CONTENTS

Contents

Introduction	1
Variances.....	1
"Domino's".....	1
"Franchisee".....	1
Compliance	1
Food and Beverage Items Not For Resale	3
Vending Machines.....	3
Maps	3
Accessibility Posting.....	3
Tobacco	3
Emergency Protocols	3
Clocks	3
Gambling and Gaming Machines	3
Credit Cards.....	3
Gift Cards	3
Hand-Held Menus	3
Literature and Temporary Holiday Decorations	4
Store Hours	4
Domino's Carside Delivery™	4
Operating Standards	4
Franchisee Corporate Name	4
Delivery Charge.....	4
Customer Care	5
Store Profit and Loss Statements.....	5
Apparel and Appearance	5
Apparel.....	5
Shirts	6
Pants, Shorts, Skirts, Capris, and Belts	6
Hats, Visors, and Gloves.....	6
Nametags and Pins.....	6
Shoes and Socks	6
Aprons and Jackets	6
Non-Store Personnel.....	6
Embroidery Guidelines.....	7
Hygiene	7
Hair.....	7
Facial Hair.....	7
Jewelry	8

Tattoos	8
Body Modification or Alteration	8
Criminal Background Checks.....	8
Applicant Tracking System	8
Training	9
Store Computers	9
Store Records.....	11
Telephone Equipment.....	11
Connectivity	12
In-Store Guest Wi-Fi Network	12
Call Catcher/Sequencer Systems	12
Spanish Language Call Center	12
Marketing and Advertising.....	12
Free Delivery	13
Digital Communication to Customers	13
Third-Party Order Aggregators	13
Marketing and Advertising Alerts to Customers.....	13
Limited Delivery Service.....	13
Safety and Loss Prevention	14
Cash Control Tools	14
Time-Delay Safe	15
Dual-Key Controlled Safe/Smart Safe	15
Conversations about Cash or Sales Volumes	15
Delivery Personnel Cash and Drops	15
Till/Cash Drawer.....	15
Receipts and Bulk Cash	15
Door Security	15
Store Closing	15
Fire Extinguishers and Flammable Liquids.....	16
Weapons and Weapon Paraphernalia	16
Caller Identification.....	16
Security Callbacks.....	16
Children and Animals	16
Alcohol, Marijuana, and Illegal Controlled Substances.....	16
Operating a Motor Vehicle	16
Driving History.....	17
Driving Record.....	17
Periodic Delivery Vehicle Inspection	18
Delivery Vehicle Appearance	18

Radar Detectors and Keys	18
Seat Belts	18
Mobile Device Use	18
Delivery Vehicle Passengers.....	18
Estimated Average Delivery Time	18
Bicycles and eBikes	19
Mopeds and Scooters	19
Motorcycles	20
Delivery	20
Cutting Edge.....	20
Domino's Global Positioning System and Digital Shoulder Surfing Technology Platforms.....	20
Pick-Up Windows	21

CONTENTS

Introduction.....	1
Variances	1
"Domino's"	1
"Franchisee"	1
Compliance	1
Food Product Storage, Handling, Dating, and Ingredients	3
Product Transporting/Holding/Discarding	4
Pizza Standards.....	5
Dough Proofing Information.....	6
Baking Standards	6
Hand Tossed Pizza	7
Brooklyn Style Pizza	8
Pan Pizza	9
Thin Crust Pizza.....	10
Gluten Free Crust.....	11
Domino's Pizza Sauce Information	12
Domino's Cheese Information.....	13
Itemization/Toppings.....	14
Toppings on the Side	15
Pizza Product Itemization and Portioning	16
Domino's Specialty Pizzas.....	19
Bread Twists.....	25
Stuffed Cheesy Bread (for all builds)	26
Parmesan Bread Bites.....	27
Wings and Wing Sauces.....	28
Domino's Boneless Chicken.....	30
Specialty Chicken.....	31
Oven Baked Sandwiches.....	33
Pasta	35
Chocolate Lava Crunch Cakes	36
Marbled Cookie Brownie	37
Chocolate Dipped Chocolate Chunk Cookie (Optional).....	38
Domino's Salads.....	39
Ready to Go Product.....	39
Beverages	40
Approved Dipping Cups	41

EXHIBIT P

APPLICATION FOR FRANCHISE (RENEWAL)

APPLICATION FOR FRANCHISE (RENEWAL)

I, (insert franchisee's name), as owner or controlling person of (insert franchisee's entity name) ("Franchisee" or "I"), who operates Store #(insert) located at (insert store address) (the "Store"), certify as follows:

1. I have the authority to renew the existing Standard Franchise Agreement (the "SFA") on behalf of all other owners for the Store listed above and understand that, to the extent necessary for accurate, complete and full disclosure, I shall attach to this application (the "Application") any clarification or explanation of the items listed below, which shall be considered incorporated into this Application.

2. I have paid amounts due for all royalties, advertising contributions and other amounts due to Domino's Pizza Master Issuer LLC or Domino's Pizza Franchising LLC (as applicable) and all other related or affiliated entities (collectively "Domino's Pizza" or "Us").

3. I have paid all amounts due to all creditors including, without limitations, lenders, suppliers and taxing authorities.

4. I have a fully executed lease for the Store premises or own the Store premises and have obtained all required licenses, permits and certificates necessary for the operation of the Store and have operated the Store in full compliance with all applicable laws, ordinances and regulations.

5. I have properly trained my employees and acknowledge that said employees are employed and supervised by me. I have paid and otherwise treated my employees in accordance with, or as required by, applicable law. Neither I nor any of the Store managers or supervisors have engaged in any act or refrained from taking action that would make or deem any of such employees to be employees of Domino's Pizza.

6. I have obtained the minimum levels of insurance and coverage as required by the SFA.

7. I confirm that the ownership structure of (insert franchisee's entity name) is currently as follows:

-
-

8. I am not in material default of any provision of the SFA or any other agreement with Domino's Pizza and have substantially complied with the terms and conditions of said SFA and any other agreement(s) with Domino's including, without limitation:

i. At all times, I have maintained the absolute confidentiality of the Operating Manual, Customer Lists, and all other information concerning the Domino's system, as required by the SFA, and have disclosed this information to the other employees of the Store only to the extent necessary for the operation of the Store in accordance with the SFA; and

- ii. I have not used the Operating Manual, Customer Lists, or any other information concerning the Domino's system in any other businesses or in any manner not explicitly approved by Domino's Pizza in writing, as required by the SFA; and
- iii. I have devoted full time and efforts (excluding reasonable vacation periods) to the management of the Store or other Domino's Pizza Stores and have not engaged in any other business activity without Domino's Pizza's prior written consent; and
- iv. I have not been convicted of a felony, or a crime which substantially impairs the goodwill associated with the Marks, nor have I or any of the other owners engaged in any conduct which adversely affects the reputation of the Store or the Domino's System or the goodwill associated with the Marks or involves dishonesty, fraud, deceit, illegal conduct misrepresentation or moral turpitude.

9. I have received Domino's Pizza's most current version of the Franchise Disclosure Document (the "FDD"), which includes, among other items, the most current form of the SFA.

10. I acknowledge that the FDD receipt form, this Application and all other documents required by Domino's Pizza to issue the renewal SFA must be fully executed and received by Domino's Pizza by _____ in order for Domino's Pizza to issue the renewal SFA. I further acknowledge that once I receive the renewed SFA, I will have thirty (30) days to fully execute and return it to Domino's Pizza and my failure to return the renewal SFA within thirty (30) days of receipt will be deemed an election by me to not renew the SFA.

11. I give Domino's Pizza permission to obtain background information, including but not limited to references, credit reports, motor vehicle reports, information from governmental agencies and others concerning residency status and employments eligibility and conduct criminal investigations, at this time and from time-to-time thereafter and I release Domino's Pizza and/or its agents and any person or entity which provides information pursuant to this authorization, from any liabilities, claims or causes of action in regards to the information obtained from any and all of the references used.

12. I acknowledge that the representations and statements contained in this Application are accurate and complete and I have fully disclosed all information relating thereto. I also acknowledge that this Application is being delivered to Domino's Pizza to induce it to enter into the renewal SFA.

FRANCHISEE/CONTROLLING OWNER:

By: _____

Its: _____

Dated: _____

EXHIBIT Q

DOMINO'S PIZZA ONLINE ORDERING FRANCHISEE SERVICES AGREEMENT

Domino's Pizza Online Ordering Franchisee Services Agreement

This Online Ordering Franchisee Services Agreement (this "Agreement"), dated _____, 20_____, is by and between Domino's Pizza Distribution LLC, its parents, subsidiaries and affiliates, ("Domino's") and <<**Franchisee Name**>>("Controlling Owner") and all corporations, partnerships, limited liability companies or other business entities owned by the Controlling Owner (referred to collectively herein as "Franchisee").

WHEREAS, Domino's has developed an online ordering engine ("OLO") for internet based orders ("Web Orders") to be used by Domino's Pizza franchisees in Domino's Pizza stores (each a "Store" and collectively, the "Stores") operating the Domino's PULSE computer system. Franchisees will be responsible for payment of the OLO Fees in the Franchisee's Stores and Domino's will invoice and collect from participating franchisees the OLO Fees in the Franchisee's Stores; and

WHEREAS, Franchisee desires to have all Stores in which Franchisee owns a controlling interest receive Web Orders according to the terms of this Agreement and the rules, standards and policies set from time to time related to Web Orders. For purposes of this Agreement "owns a controlling interest" shall mean any Store in which the Franchisee has at least a 51% ownership interest.

NOW THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term; Termination

1.1 The term of the Agreement shall commence upon acceptance of this Agreement by Domino's at its offices in Ann Arbor, Michigan, and shall remain in force for a period of five (5) years (the "Original Term"), except as otherwise stated. At the end of the Original Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless cancelled by either party by giving not less than sixty (60) days' written notice prior to the expiration of the Initial Term or a Renewal Term, as the case may be.

1.2 Either party may terminate this agreement in the event of any breach by the other party which breach is not cured within thirty (30) days after receipt of written notice of such breach, except for termination in accordance with Section 3.2 below.

1.3 Domino's may terminate the Agreement: (i) at any time on written notice to Franchisee; or (ii) in the event of nonpayment by Franchisee if such breach is not cured within ten (10) days after receipt of written notice.

1.4 Franchisee may terminate this Agreement at any time.

1.5 This Agreement shall terminate immediately upon (a) Franchisee's bankruptcy or insolvency; (b) the cessation of Franchisee's business operations as a Domino's Pizza franchisee or the termination or non-renewal of the Franchise Agreement for the Store; (c) the cessation of Franchisee's use of the Domino's Pulse system; or (c) for the reasons set out below in section 3.

1.6 Upon any termination of the Agreement, Franchisee shall immediately terminate the use of the OLO and Domino's shall have the right to terminate Franchisee's use of OLO. Franchisee is still responsible to pay for any orders that were placed prior to termination of agreement. The provisions of this Agreement relating to title and ownership as set forth in Section 3 and the confidentiality provisions in Section 6.7 shall survive any termination of this Agreement.

2. Fees and Charges; Invoices and Payment

2.1 Franchisee agrees to pay \$0.275 per Web Order for all Web Orders occurring in the Stores. A Web Order shall include any order transferred to the Store via the OLO system including orders not fulfilled by the Store for any reason. The transaction fees to be paid by Franchisee shall be invoiced by Domino's on a quarterly basis, or on such other periodic basis as Domino's determines in its sole discretion. Domino's shall provide the Franchisee with data supporting the transaction count used to determine the total Web Order transaction fees via Domino's Online including Domino's Pulse order identification, Web Order date, Web Order time and Web Order ticket amount and Franchisee agrees to provide information and documents requested by Domino's pertaining to Web Orders.

2.2 Franchisee agrees to accept an electronic invoice from Domino's for all fees and remit payment via the Domino's Online Payment System or as otherwise from time to time instructed by Domino's. Domino's will send the electronic invoice to the Franchisee's email address provided to Domino's. Payment is due upon receipt of invoice, without set-off or claim. If payment is not received within fifteen (15) days from receipt of invoice Domino's may: (i) assess a charge not to exceed one and a half percent (1.5%) per month on all amounts due; and/or (ii) pursue other remedies available at law, or pursuant

to other agreements between Franchisee and Domino's, or pursuant to this Agreement. All prices and payments are in U.S. dollars.

2.3 The Web Order transaction fee invoiced by Domino's pursuant to Section 2.1 of this Agreement may be affected by external pressures including but not limited to changes in third party charges, overall usage of OLO by the Domino's Pizza system and technological advances. Accordingly, Domino's reserves the right to adjust (either increase or decrease) the Web Order transaction fee described in Section 2.1 of this Agreement at any time with ninety (90) days prior notice to Franchisee. The Domino's Technology Advisory Board will review any Web Order transaction fee increases. Such changes to the Web Order transaction fee, if any, would apply only to Web Orders completed after such notice of such a Web Order transaction fee adjustment is given.

3. Ownership Rights; Nondisclosure

3.1 All rights to patents, copyrights, trademarks and trade secrets in the OLO or any modifications shall remain with Domino's and/or with the respective manufacturer or author.

3.2 Domino's may immediately terminate this Agreement in the event Franchisee violates or infringes on the intellectual property rights of another with respect to OLO, or challenges the ownership rights as set out above in section 3.1.

4. Limitation of Liability

DOMINO'S SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, LOSS OF PROFITS OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Franchisee Data

Franchisee agrees that Domino's may, at any time, have full access, both on-site and from a remote location, to all of Franchisee's computer data, equipment and systems containing any and all of the information, records and reports relating to OLO and to use the data in the evaluation of OLO and in the preparation of invoices for OLO in accordance with this Agreement. Domino's will use the same degree of care to protect against the unauthorized use of the information by third parties as it does with respect to its own information of a similar type. In addition, Domino's is responsible for the security of cardholder data that Domino's possesses or stores, processes or transmits on behalf of the Franchisee, or to the extent that they could impact the security of the Franchisee's cardholder data environment.

6. General

6.1 This Agreement and all addenda, if any, supersedes in full all prior discussions and agreements, oral and written, between the parties relating to OLO and Web Orders and constitutes the entire agreement between the parties relating to OLO and Web Orders. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.

6.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to maintain labor or materials on time.

6.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

6.4 All required notices under this Agreement shall be given by regular mail, facsimile or other electronic system such as email.

If to Domino's: Domino's Pizza Distribution LLC
 24 Frank Lloyd Wright Drive
 PO Box 485
 Ann Arbor, MI 48106

If to Franchisee, required notices shall be addressed to the most current business address, home address or email address sent by Franchisee to Domino's in writing.

Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

6.5 This Agreement shall be governed by the laws of the State of Michigan.

6.6 Neither party to this Agreement is, or shall represent itself to be, an agent, partner, or employee of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, agency, or partnership, or any relationship other than independent parties to a contract. Each party retains control of the day to day activities of its respective business.

6.7 Domino's reserves the right to enter into agreements with third-party providers for any part of the OLO functionality without Franchisee consent during the term of this Agreement.

6.8 Franchisee acknowledges that during the term of this Agreement, it may obtain access to confidential and proprietary information, trade secrets and financial information (the "Confidential Information") relating to OLO and Web Orders. Franchisee acknowledges that Domino's would be irreparably damaged by the disclosure of the Confidential Information to others. Therefore, Franchisee agrees to keep secret and confidential and not to disclose the Confidential Information of Domino's relating to OLO and Web Orders without the prior written consent of Domino's. The agreement not to disclose the Confidential Information shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Domino's Pizza Distribution LLC

By: _____
Name: Kevin S. Morris
Title: EVP, General Counsel, Corp. Secretary

Franchisee: <>Franchisee Name>>

Signature: X _____
Print Name: X _____

EXHIBIT R

SINGLE STORE TERM SHEET

(Insert Single Store Term Sheet Type Title) (the “Agreement”)
for
_____ (“Franchisee”)

- Franchisee agrees, if Franchisee’s Franchise Application is approved, to open 1 store (the “New Store”) by _____ (the “Required Open By Date”) in the _____ DMA.
- Domino’s Pizza Franchising LLC (“DPF”), agrees, upon execution of this Agreement, to grant exclusive rights to (to be completed as applicable) as detailed on in the attached Exhibit A, in exchange for a deferred Reservation Fee of twenty-five thousand dollars (\$25,000.00).
- Franchisee acknowledges and agrees to submit a completed Franchise Application package to Franchise Services within 30 days of the execution of this Agreement.
- Franchisee acknowledges that the franchise fee for the New Store is ten thousand dollars (\$10,000.00) (the “Franchise Fee”).
- Franchisee acknowledges that a new Domino’s Pulse System (“DPS”) will be purchased for each New Store and the DPS must be installed by a Domino’s Pizza LLC approved Domino’s Pulse installer. Franchisee further understands and acknowledges that the Domino’s Pulse Software license fee, as defined in Attachment A of their “Domino’s Pulse System License Agreement”, will be \$4,200.00.
- Franchisee acknowledges that if the New Store is not opened on or before the Required Open By Date the Reservation Fee shall be required to be paid to DPF within 30 days of written notice from DPF if:
 - A copy of executed approved lease is not received by Franchise Service within 90 days after Required Open By Date (as outlined in Exhibit B)(“Criteria 1”); OR
 - Criteria 1 above is met but Franchisee does not begin approved construction on the Store by within 180 days after Required Open By Date (as outlines in Exhibit B).
- DPF agrees to offer the Franchise the following incentive terms for the New Store:

1) Royalty and Advertising Rate Incentives:

(to be completed as applicable)

Royalty Rate Contributions and Cumulative Advertising Contributions

Schedule: Royalty rate contributions and cumulative advertising contributions for the New Store will be reduced according to the following schedule until the point in time at which the amount for the maximum eligible incentive amount value is met:

- i. For weeks 1 through 52 the royalty rate contribution and required cumulative advertising rate contributions requirement will each be reduced by 5%;

- ii. For weeks 53 through 104 the royalty rate contribution and required cumulative advertising rate contributions requirement will each be reduced by 4%; and
- iii. From week 105 and forward the royalty rate contribution and required cumulative advertising rate contributions requirement will each be reduced by 3%.

2) **Additional Exit Opportunities.**

- a. (to be completed as applicable)

Franchisee agrees to the terms set forth above and acknowledges that the terms of the incentive will be formalized in connection with the Franchise Application process for the New Store. However, the parties acknowledge and agree that those terms shall not be binding on the parties unless contained in an Incentive Agreement executed by both parties, except for the Reservation Fee provisions, which shall be binding upon execution hereof. At the time the Incentive Agreement is signed, it shall supersede and replace this Agreement.

Franchisee also acknowledges and agrees that for the incentive program described above to apply, the Agreement (i.e. this Single Store Term Sheet) must be executed and returned to _____ by no later than the end of business on _____.

By: _____
(Franchisee Signature)

(Print Name)

(Date)

Franchisee may not sign the Agreement until the “Controlling Person”, as defined in the Standard Franchise Agreement, has been disclosed with DPF’s current Franchise Disclosure Document and the required federal and state holding periods have elapsed.

Initial

EXHIBIT A

See Attached Map

(description of area being reserved to be completed as applicable)

EXHIBIT B

Initial

Required By Open Date ("ROBD"):

Reservation Payment Dates

90 Days After (Required Lease Executed Date):

180 Days After (Required Store Open Date):

Incentive Schedule Dates

Required By Open Date ("ROBD"):

Up to 30 Days After ROBD & within the same Fiscal
Year:

Up to 60 Days After ROBD & within the same Fiscal
Year :

More than 60 days After the ROBD but within the
same Fiscal Year:

Lease Executed Due Date (150 Days):
End of Fiscal Year:

EXHIBIT S

GLOBAL POSITIONING SYSTEM TECHNOLOGY PLATFORM AGREEMENT

Global Positioning System Technology Platform Agreement

This Global Positioning System Technology Platform Agreement (this "Agreement") is by and between Domino's Pizza Distribution LLC ("Domino's") and [REDACTED] (the "Controlling Owner") and all corporations, partnerships, limited liability companies, or other business entities owned by the Controlling Owner (collectively, "Franchisee" in this Agreement).

WHEREAS, Domino's has developed a Global Positioning System ("GPS") technology platform, including a Domino's Driver App (the "Driver App"), to, among other things, enable the location-tracking of deliveries electronically (collectively, the "Platform");

WHEREAS, Domino's is willing at this time to offer the Platform to franchisees as an optional service, and

WHEREAS, Franchisee owns and is the franchisee of record for Domino's-branded store(s) (the "Stores") and desires to voluntarily utilize the Platform in those Stores according to the terms of this Agreement and the rules, standards, and policies set from time to time by Domino's in its sole and exclusive discretion.

NOW THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term; Termination

1.1 The term of the Agreement shall commence upon acceptance of this Agreement by Domino's at its offices in Ann Arbor, Michigan, and unless terminated sooner as set forth below, shall remain in force for a period of three years (the "Original Term"). At the end of the Original Term, this Agreement shall automatically renew for successive one year terms (each, a "Renewal Term"), unless terminated sooner by either party as set forth below.

1.2 Either party may terminate this Agreement at any time and for any or no reason by providing written notice to the other party.

1.3 This Agreement shall terminate immediately upon: (a) Franchisee's bankruptcy or insolvency; (b) the cessation of Franchisee's business operations as a Domino's franchisee or the termination or non-renewal of the Standard Franchise Agreement for the Store; (c) the cessation of Franchisee's use of Domino's approved point-of-sale system or OLO; or (d) for the reasons set forth below in Section 3.2.

1.4 Upon termination of this Agreement, Franchisee shall immediately terminate the use of the Platform. The ownership rights provisions in Section 3 of this Agreement, the confidentiality provisions in Section 7.8, and the limitation of liability and indemnification provisions in Section 4, shall survive any expiration or termination of this Agreement.

2. Fees and Charges

Domino's is not requiring Franchisee to pay a Service Fee for its utilization of the Platform. Franchisee is solely responsible for providing any equipment, reimbursement, or payment that may be necessary to utilize the Platform. Franchisee is solely responsible for determining the equipment to be used in its Stores as well as any reimbursement or payment to be issued by Franchisee to its employees and any vendors or third parties for use of the equipment or utilization of the Platform.

3. Ownership Rights

3.1 All rights to patents, copyrights, trademarks, and trade secrets in the Platform or any modifications shall remain with Domino's and/or its affiliates or with the respective manufacturer or author.

3.2 Domino's may immediately terminate this Agreement in the event Franchisee violates or infringes on the intellectual property rights of another with respect to the Platform or challenges the ownership rights as set forth in section 3.1.

4. Limitation of Liability and Indemnification

FRANCHISEE ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE PLATFORM, AND THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WHETHER ARISING UNDER LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE (COLLECTIVELY, "DISCLAIMED WARRANTIES") INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES

OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED BY DOMINO'S AND FOREVER WAIVED BY FRANCHISEE. NO ADVICE OR INFORMATION GIVEN BY DOMINO'S, ITS AFFILIATES, ITS SUBSIDIARIES, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY OR OBLIGATION OF DOMINO'S. In the event that any of the Disclaimed Warranties cannot be disclaimed or waived under applicable law, Franchisee's sole and exclusive remedy for breach of such Disclaimed Warranty will be the replacement of the Platform, at no additional cost to Franchisee.

Franchisee expressly acknowledges and agrees that neither Domino's nor any of its affiliates shall have any liability whatsoever under this Agreement for any damages that Franchisee may allege are caused by the use of the Platform or that Franchisee may allege were not prevented by the use of the Platform including, but not limited to, special, indirect, consequential, incidental, punitive, loss of profits, or exemplary damages under any circumstances, whether based on tort or breach of contract claims or on any other basis, even if Domino's has been advised of the possibility of such damages. Franchisee further acknowledges and agrees that neither Domino's nor its affiliates are as a principal or primary business engaged in providing the services offered as part of the Program to third parties, and have offered Franchisee the opportunity to utilize the Platform expressly conditioned on Franchisee's acceptance of all of the caveats and disclaimers of liability set forth herein. Franchisee's sole and exclusive remedy for any dissatisfaction with, or harm allegedly caused by, the Platform shall be the termination of this Agreement. Franchisee also agrees to defend, indemnify, and hold harmless Domino's and its subsidiary or affiliated companies or any of its or their agents or employees, from and against any losses, damages, liabilities, injuries, claims, suits, judgments, causes of action, costs and expenses (including, without limitation, attorneys' fees and costs) arising from or relating to: (a) a breach of any obligation, representation, or warranty of Franchisee under this Agreement; (b) any act or omission by Franchisee, its employees, agents, representatives, or contributors in the performance of this Agreement including, but not limited to, those acts or omissions that constitute negligence, recklessness, or intentional/willful misconduct; (c) the loss of sales, customers, or any decrease in revenue or profitability of Franchisee's Stores; or (d) any allegation or claim brought by a third party that Franchisee's use of the Platform infringes the intellectual property rights of any third party.

In addition to Franchisee's indemnification obligations under the Standard Franchise Agreement, Franchisee agrees to the following indemnification obligation set forth below. If Domino's or its subsidiary or affiliated companies or any of its or their agents or employees are required to produce records or testify at trial or in deposition or are subjected to any claim, demand, or penalty, or become a party to any suit or other judicial or administrative proceeding brought by any person(s) (including Franchisee's employee(s) or prior employee(s)) or any other person or entity by reason of any claimed act or omission by Franchisee, its employees or agents, or by reason of Franchisee's or its employees' or agents' utilization of the Platform, Franchisee shall defend and indemnify and hold Domino's, its subsidiary and affiliated companies, or any of its or their agents or employees, harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs, and other expenses of litigation or administrative proceeding, incurred by or imposed on Domino's, its subsidiary and affiliated companies, or any of its or their agents or employees, in connection with the testimony, production, investigation, or defense relating to such claim, litigation, or administrative proceeding. Franchisee's indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement or the Standard Franchise Agreement.

5. Franchisee Platform Data

Franchisee agrees that Domino's may, at any time, have full access, both on-site and from a remote location, to all of Franchisee's computer data, equipment and systems containing any and all of the information, records and reports relating to the Platform and to use the data in the evaluation of the Platform. Domino's may retain a copy or a complete backup on its system of any data it has access to pursuant to this Agreement. Domino's will use the same degree of care to protect against unauthorized use of the information by third parties as it does with respect to its own information of a similar type. For the avoidance of doubt, any data accessed by Domino's shall remain the property of Franchisee as a data controller and any use of the data by Domino's shall be solely in its capacity as a data processor.

6. Compliance with Laws

Franchisee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and common law related to its use of the Platform including, but not limited to, those related to the use, monitoring, collection, and retention of GPS location and other information, the safe use of the Platform, any reimbursement or payment to its employees, and the tax treatment of any reimbursement or payment to its employees. Franchisee agrees to consult its own legal counsel to ensure compliance with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and common law.

Franchisee agrees to provide sufficient notices to its employees utilizing the Platform, including the Driver App, in its Stores and to obtain and retain all acknowledgements and consents from its employees as may be necessary including, at minimum, authorization for the use of GPS location-tracking capabilities and the collection and monitoring of GPS location and other information associated with the Driver App by customers, Franchisee, Domino's, and each of their affiliates, vendors, personnel, and all other entities involved in any way with utilization of the Platform and/or the location-tracking of deliveries.

7. General

7.1 This Agreement constitutes a complete integration and the entire agreement between the parties relating to the Platform. This Agreement supersedes all prior representations, discussions, and communications, whether oral or written, between the parties relating to the Platform, and there are no understandings or agreements relating to the Platform other than those expressed in this Agreement. This Agreement may be modified only in a writing signed by an authorized representative of each party.

7.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, or inability to maintain labor or materials on time.

7.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

7.4 All required notices under this Agreement shall be sent to the recipient party's address. All notices shall be given by certified or registered mail, or overnight carrier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

If to Domino's:
Domino's Pizza Distribution LLC
24 Frank Lloyd Wright Drive
P.O. Box 485
Ann Arbor, MI 48106

If to Franchisee, to the most current business address provided by Franchisee to Domino's in writing.

7.5 This Agreement shall be governed by the laws of the State of Michigan.

7.6 Neither party to this Agreement is, or shall represent itself to be, an agent, partner, or employee of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, agency, or partnership, or any relationship other than independent parties to a contract. Each party retains control of the day-to-day activities of its respective business. As an independent business owner, Franchisee remains solely responsible for the persons who work in its Stores and those persons are Franchisee's employees, and not employees of Domino's. Franchisee is solely responsible for any training to be provided to its employees regarding the Platform.

7.7 Franchisee acknowledges that during the term of this Agreement, it may obtain access to confidential and proprietary information, trade secrets, and financial information (the "Confidential Information") relating to the Platform. Franchisee acknowledges that Domino's would be irreparably damaged by the disclosure of the Confidential Information to others. Therefore, Franchisee agrees to keep secret and confidential and not to disclose the Confidential Information of Domino's relating to the Platform without the prior written consent of Domino's. The agreement not to disclose the Confidential Information shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Domino's Pizza Distribution LLC

By: _____

Its: _____

Date: _____

Controlling Owner (individually and for all business entities owned by the Controlling Owner):

By: _____

Fcode: _____

Date: _____

State Effective Dates

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

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

State	Effective Date
California	Exempt
Hawaii	Pending
Illinois	Exempt
Indiana	Exempt
Maryland	Exempt
Michigan	Pending
Minnesota	Pending
New York	Exempt
North Dakota	Exempt
Rhode Island	Exempt
South Dakota	Pending
Virginia	Exempt
Washington	Exempt
Wisconsin	Pending

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

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Domino's Pizza Franchising LLC ("DPF") offers you a franchise, it must provide this disclosure document to you ten business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. [However, some state franchise laws require that DPF provide this disclosure document to you at the first personal meeting held to discuss the franchise sale].

If DPF does not deliver this disclosure document on time or it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission Washington, D. C. 20580 and your respective state agency.

The name, principal business address and telephone number of each franchise seller is as follows:
Joseph P. Devereaux, Director of Franchise Services, CFE, Dominos' Pizza Franchising LLC, 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105-9484, (734) 930-3030.

Issuance Date: April 1, 2021

We authorize the respective state agencies identified on Exhibit A to receive service of process for DPF in the particular state. I have received a Disclosure Document dated April 1, 2021. (For state-specific effective dates, see Exhibit A of this disclosure document) that included the following Exhibits:

- A List of State Agencies/Agents for Service of Process
- B List of Domino's Pizza Franchisees
- B-1 List of Domino's Pizza Non-Traditional Franchisees
- B-2 List of Franchisees Who Have Left the System
- C Domino's Pizza Franchising LLC Financial Statements
- D Domino's Pizza LLC Financial Statements
- E Standard Franchise Agreement
- F Non-Traditional Store Franchise Agreement
- G Development Agreement
- H License Agreement
- I Domino's Pizza Help Desk Services Agreement
- J Sale of Assets Agreement
- K Domino's PULSE Software License Agreement
- L Expiration of Franchise Agreement and Release
- M Rider to Lease
- N Rider to Purchase Agreement
- O Operating Manual Table of Contents
- P Application for Franchise (Renewal)
- Q Domino's Pizza Online Ordering Franchisee Services Agreement
- R Single Store Term Sheet
- S Global Positioning System Technology Platform Agreement

Date

Printed Name

Signature

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Domino's Pizza Franchising LLC ("DPF") offers you a franchise, it must provide this disclosure document to you ten business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. [However, some state franchise laws require that DPF provide this disclosure document to you at the first personal meeting held to discuss the franchise sale].

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Issuance Date: April 1, 2021

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- S Global Positioning System Technology Platform Agreement

Date

Printed Name

Signature