FRANCHISE DISCLOSURE DOCUMENT

GLOBAL ORANGE DEVELOPMENT, LLC
a Michigan limited liability company
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East Lansing, Michigan 48823
Phone: (517) 913-1983
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The BIGGBY® COFFEE franchise is a community coffee shop with offerings that include espresso-based beverages, coffee, tea, energy beverages, other beverages, sandwiches, baked goods, and other food, whole bean coffee including farm direct options, merchandise and coffee accessories.

The total investment necessary to begin operation of a BIGGBY® COFFEE franchise at a whitebox leasehold Location is from $246,305 to $564,626. This includes $28,400 to $39,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a BIGGBY® COFFEE franchise at a Modular Location is from $365,140 to $746,203. This includes $28,400 to $39,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a BIGGBY® COFFEE franchise at a site built Drive Through Only Location is from $310,290 to $552,300. This includes $28,400 to $39,000 that must be paid to the franchisor or its affiliates.

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

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

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

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

Issuance Date: April 28, 2023.

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 Exhibits I and J.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit K includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only BIGGBY Coffee 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 BIGGBY Coffee franchisee?	Item 20 or Exhibits I and J lists current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Michigan. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Michigan than in your own state.

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

NOTICE UNDER MICHIGAN'S FRANCHISE INVESTMENT LAW

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

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

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

3. 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 thirty (30) days, to cure such failure.

4. 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: (1) the term of the franchise is less than five (5) years and (2) 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 six (6) months advance notice of franchisor's intent not to renew the franchise.

5. 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.

6. 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.

7. 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:

   a. the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;

   b. the fact that the proposed transferee is a competitor of the franchisor or sub-franchisor;

c. the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and

d. 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.

8. 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 the right of first refusal to purchase the assets of a franchisee 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 subsection 3.

9. 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.

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

IF FRANCHISOR'S MOST RECENT UNAUDITED FINANCIAL STATEMENT SHOWS A NET WORTH OF LESS THAN ONE HUNDRED THOUSAND ($100,000) DOLLARS, YOU HAVE THE RIGHT TO REQUEST THE ESCROW OF THE INITIAL INVESTMENT AND OTHER FUNDS PAID UNTIL OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED.

ANY QUESTIONS REGARDING THIS NOTICE MAY BE DIRECTED TO THE STATE OF MICHIGAN, DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE, G. MENNEN WILLIAMS BUILDING, 525 W. OTTAWA STREET, LANSING, MICHIGAN 48909, TELEPHONE (517) 335-7567.

TABLE OF CONTENTS

ITEM **PAGE**

NOTICE UNDER MICHIGAN'S FRANCHISE INVESTMENT LAW iv

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

ITEM 2—BUSINESS EXPERIENCE 3

ITEM 3—LITIGATION 6

ITEM 4—BANKRUPTCY 6

ITEM 5—INITIAL FEES 6

ITEM 6—OTHER FEES 7

ITEM 7—ESTIMATED INITIAL INVESTMENT 14

ITEM 8—RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 22

ITEM 9—FRANCHISEE'S OBLIGATIONS 27

ITEM 10—FINANCING 29

ITEM 11--FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 29

ITEM 12—TERRITORY 39

ITEM 13—TRADEMARKS 40

ITEM 14—PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 43

ITEM 15—OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 44

ITEM 16—RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 45

ITEM 17—RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 45

ITEM 18—PUBLIC FIGURES 49

ITEM 19—FINANCIAL PERFORMANCE REPRESENTATIONS 49

ITEM 20—OUTLETS AND FRANCHISEE INFORMATION 55

ITEM 21—FINANCIAL STATEMENTS 59

ITEM 22—CONTRACTS 59

ITEM 23—RECEIPTS 60

EXHIBITS

A	LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
B	FRANCHISE AGREEMENT
C	ADDENDUM TO FRANCHISE AGREEMENT – RENEWAL
D-1	ADDENDUM TO FRANCHISE AGREEMENT – TRANSFER
D-2	FRANCHISE SURRENDER AND RELEASE AGREEMENT – TRANSFER
D-3	FRANCHISE TRANSFER OF LOCATION
E-1	ADDENDUM TO FRANCHISE AGREEMENT FOR CO-BRAND LOCATION
E-2	ADDENDUM TO FRANCHISE AGREEMENT FOR SATELLITE LOCATION
E-3	ADDENDUM TO FRANCHISE AGREEMENT FOR COMPLEMENTARY LOCATIONS
F	ADVERTISING COOPERATIVE BY-LAWS AND MEMBERSHIP AGREEMENT
G	TABLE OF CONTENTS OF OPERATIONS MANUAL
H	CONFIDENTIALITY AGREEMENT
I	LIST OF FRANCHISES
J	LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM
K	FINANCIAL STATEMENTS
L	STATE SPECIFIC DISCLOSURES AND ADDENDA TO AGREEMENTS
M	STATE EFFECTIVE DATES AND RECEIPTS

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

The Franchisor

The Franchisor is Global Orange Development, LLC. In this Franchise Disclosure Document, the Franchisor will be referred to as "we," "us," or "Global Orange," and the person who buys the franchise will be referred to as "you." If the prospective franchisee is a corporation, partnership, limited liability company or other entity, "you" will mean the entity and the owners of the entity.

We are a Michigan limited liability company formed on May 28, 1998. We do business under our corporate name and the following names: "BIGGBY®" and "BIGGBY® COFFEE". Our principal business address is 2501 Coolidge Road, #302, East Lansing, Michigan 48823. Our agents for service of process are listed on Exhibit A.

Parents, Predecessors and Affiliates

We do not have any parent companies. We have not had any predecessors in the last 10 years. Our affiliate, Global Orange, LLC, owns the BIGGBY® Trademarks and Systems and has granted us the exclusive right to license the BIGGBY™ Trademarks and Systems in connection with the BIGGBY® COFFEE franchises described in this Franchise Disclosure Document. See Item 13. Global Orange, LLC licenses a third party to sell BIGGBY® labeled products for resale at grocery and warehouse stores. Global Orange, LLC also licenses a third party to license retail establishments to purchase and sell BIGGBY® products and to use the BIGGBY® Trademarks in connection with the sale of those products to the public. The licensed establishments will generally be hotels, colleges, hospitals and similar locations that already sell coffee products and that want to add BIGGBY® COFFEE products for sale to their patrons. These establishments will not be part of the BIGGBY® COFFEE franchise system although Global Orange, LLC will have the right to ensure quality and uniformity standards are met. Except as may be described above, we do not have any affiliates that offer franchises in any line of business or that provide products or services to our franchisees. The principal business address for our other affiliates is the same as our principal business address.

We have formed separate entities for management of our advertising fund and our E-card fund. The advertising fund is managed by BIGGBY COFFEE Advertising Fund, Inc., a Michigan non-profit corporation operated on a directorship basis. The E-card fund is managed by our affiliate, BIGGBY COFFEE Gift Card Fund, LLC, a Michigan limited liability company. The principal business address of these entities is the same as our principal business address.

Franchisor's Business

We offer and sell BIGGBY® COFFEE franchises. We also sell products to our franchisees.

We are a dedicated purpose-driven, stakeholder-oriented organization. Our purpose states that BIGGBY COFFEE exists to support you in building a life you love. Our purpose is supported by four foundational elements that we consider necessary to have in place, to begin the work of building a life you love: (1) the ability to exceed your basic needs; (2) knowing who you want to be; (3) a sense of belonging; and (4) discovering your personal vitality. We have a 2028 vision of improving workplace culture across America. Our vision is described in detail in "The BIGGBY Effect" statement.

The BIGGBY® COFFEE Franchise

The BIGGBY® COFFEE franchise is a retail coffee-based business that operates a community coffee shop with offerings that include espresso-based beverages, coffee, tea, energy beverages, other beverages, sandwiches, baked goods, and other food, whole bean coffee including farm direct options, merchandise, and coffee accessories. The franchise will generally be operated from either a free-standing, store front or strip center location, a pre-fabricated modular structure, or a site built drive-through only structure. The BIGGBY® COFFEE franchise (sometimes referred to in this Franchise Disclosure Document as a "Store") will operate under our tradenames and trademarks, which are described in Item 13 of this Franchise Disclosure Document ("Trademarks" or "BIGGBY® Trademarks") and in accordance with our specifications for operating a business ("System" or "BIGGBY® System").

You acquire the right to operate a BIGGBY® COFFEE franchise by signing our standard Franchise Agreement (see Exhibit B). If you are renewing your BIGGBY® COFFEE franchise, you will sign our current standard Franchise Agreement as well as an Addendum to Franchise Agreement – Renewal ("Renewal Addendum") (see Exhibit C). The Renewal Addendum modifies some of the provisions of the standard Franchise Agreement to reflect your status as an existing franchisee. If you acquire an existing BIGGBY® COFFEE franchise by transfer from another franchisee, you may sign our standard Franchise Agreement as well as an Addendum to Franchise Agreement – Transfer ("Transfer Addendum") (see Exhibit D-1). The Transfer Addendum modifies some of the provisions of the standard Franchise Agreement to reflect the fact that you are acquiring an open and operating BIGGBY® COFFEE franchise. In a transfer situation, the selling franchisee will sign a Franchise Surrender and Release Agreement-Transfer (see Exhibit D-2).

Non-Traditional Locations

If you request, we may authorize you to operate your franchise at a non-traditional location. Non-traditional locations we consider include: co-brand locations, satellite locations, and complementary locations. A co-brand location is a location that you will share with a business operating under a different brand. A co-brand Location may also include the operation of a BIGGBY COFFEE franchise at the location of the other brand. In order to operate a co-brand Location, you will also have to enter into a separate agreement with the owner of the other brand in order to have the authority to operate both brands from the same location. If we authorize you to operate a co-brand location, you must sign our Addendum to Franchise Agreement for Co-Brand Location ("Co-Brand Addendum") (see Exhibit E-1). A satellite location is an additional, non-traditional location, such as a food truck or a temporary or semi-permanent kiosk or counter set-up at a location other than the franchise location. Examples of possible satellite locations include mobile food trucks and kiosks at farmer markets, other retail outlets, or events. We must approve each location at which you would operate the satellite. If we authorize you to operate a satellite location, you must sign our Addendum to Franchise Agreement for Satellite Location ("Satellite Location Addendum") (see Exhibit E-2). Complementary locations are two separate locations that are nearby or part of the same complex of businesses. An example of complementary locations is having a location at the out lot of a big box retail facility and having an additional location within the big box retail facility. If we authorize you to operate complementary locations, you must sign our Addendum to Franchise Agreement for Complementary Locations ("Complementary Locations Addendum") (see Exhibit E-3). The Addenda attached as Exhibits E-1, E-2, and E-3 are together referred to as the "Non-Traditional Location Addenda" and each as a "Non-Traditional Location Addendum."

Market and Competition

The BIGGBY® COFFEE franchise will primarily serve the public within the vicinity of the franchise location. The market for coffee businesses is developing. There is substantial competition in the retail coffee business. Examples of competitors include national, regional and local, franchised and independently owned coffee businesses, mail order, restaurants, grocery stores, bulk food stores, department stores and convenience stores.

The market for coffee businesses could be affected by pandemics, such as the COVID 19 pandemic. These effects may be experienced while the pandemic and any social distancing policies, voluntary or mandatory shutdowns, and other governmental policies and requirements relating to the pandemic are in effect. The market could also be affected by natural disasters, such as hurricanes and floods. The effects from pandemics and natural disasters may include the unavailability of employees, reduced hours of operation or closing of the business for a period of time, reduced sales volumes and cash flows, and disruptions to supply chains.

Regulations

There are no regulations specific to the industry in which the BIGGBY® COFFEE franchise operates. You must, however, become familiar with federal, state and local laws regulating food businesses generally.

In addition, you must ensure compliance with Payment Card Industry ("PCI") Data Security Standard ("DSS") Requirements and Security Assessment Procedures and other applicable PCI requirements ("PCI Requirements"). The purpose of the PCI Requirements is to ensure the protection and privacy of customer information and credit card numbers. The PCI Requirements require secured data connections and other steps to protect information. The PCI Requirements are substantial and complex and change regularly, so you must devote material business and management time and effort to your compliance efforts. You could incur significant liability if there is credit card fraud and you have not complied with the PCI Requirements.

There may be other laws and regulations applicable to your business and we urge you to make inquiries about any laws or regulations that may impact your business.

Prior Business Experience

We do not operate a business of the type to be operated by our franchisees. Our affiliates operated businesses of the type to be operated by our franchisees from July 1994 to September 2005. We have offered franchises for the type of business to be operated by our franchisees since February 1999. Our affiliates have not offered franchises for the same type of business to be operated by our franchisees.

ITEM 2—BUSINESS EXPERIENCE

Robert P. Fish; Co-Founder and Co-CEO.

Mr. Fish is a co-founder and has been a managing member of Global Orange since its formation in May 1998 and has been Co- CEO since April 2016. From January 2002 to April 2016,

Mr. Fish was CEO of Global Orange. Mr. Fish has been a Director and President of Global Orange, LLC since it was incorporated in May 1998.

Michael J. McFall; Co-Founder and Co-CEO.

Mr. McFall is a co-founder and has been a managing member of Global Orange since its formation in May 1998 and has been Co-CEO since April 2016. From January 2002 to April 2016, Mr. McFall was President of Global Orange. Mr. McFall has been a Director and Vice President of Global Orange, LLC since it was incorporated in May 1998. Mr. McFall has been an Adjunct Professor at the University of Michigan in Ann Abor, Michigan since August 2019.

Lisa M. Oak; Chief Development Officer.

Mrs. Oak has been Chief Development Officer for Global Orange since January 2019. Mrs. Oak has been the owner of Oak Advisory Services, LLC in Woodbridge, CT since July 2015.

Cordell Riley; Chief Operating Officer.

Mr. Riley has been with Global Orange since July 2021. Mr. Riley has been Chief Operating Officer for Global Orange since December 2021. Mr. Riley has been an Advisor to the University of Tennessee on franchising and entrepreneurship since June 2021. Mr. Riley served on the International Franchise Association Supplier Board from 2018 to 2021. Mr. Riley has been a Partner in Ingage Consulting of Woburn, Massachusetts since February 2013. From February 2013 to October 2019, Mr. Riley was a Founder and Co-Owner of Tortal Training of Charlotte, North Carolina.

Michele Waits; Chief Marketing Officer.

Mrs. Waits has been the Chief Marketing Officer for Global Orange since November 2022. Mrs. Waits was Vice President of Marketing at illy caffe North America in Rye Brook, NY from July 2020 to October 2022. Mrs. Watts was employed by Starbucks Coffee Co. in various positions between June 2008 and December 2020, including the Head of Asia Pacific Marketing for Starbucks Coffee in Hong Kong from January 2017 to December 2020, Vice President of Global Tea Innovation from February 2014 to December 2016 at Starbucks Coffee Co in Seattle, and Vice President of CPG Coffee and Food Service Marketing at Starbucks Coffee Co in Seattle from June 2008 to January 2014.

Antonio DiPietro; Build Sphere Vice President Emerging Market Development.

Mr. DiPietro has been with Global Orange since September 2001. Mr. DiPietro has been Build Sphere Vice President Emerging Market Development for Global Orange since December 2021. From April 2016 to December 2021, Mr. DiPietro was Director of Franchise Sales for Global Orange. From March 2013 to April 2016, Mr. DiPietro was Director of Franchise Development for Global Orange. From January 2005 to March 2013, Mr. DiPietro was Director of Operations for Global Orange. From September 2001 to January 1, 2005, Mr. DiPietro was a District Manager for Global Orange.

Stephanie Lynn Schlichter; Vice President of Operations (Franchise Services).

Mrs. Schlichter has been the Vice President of Operations since January 2022. Mrs. Schlichter was the Base Sphere Director for Global Orange from April 2016 to January 2022.

John W. Gilkey; Integrator (President).

Mr. Gilkey has been the President and Integrator for Global Orange since January 2021. Mr. Gilkey was the Integrator and Brains Sphere Vice President for Global Orange from September 2018 to December 2020. From April 1997 to December 2019, Mr. Gilkey was President of Artemis Technologies, Inc. located in East Lansing, Michigan. Since June 2006, Mr. Gilkey has been a Managing Member of Enliven Software, LLC located in East Lansing, Michigan. Since July 2015, Mr. Gilkey has been President of Global CloudTech, Inc. located in East Lansing, Michigan. From January 2017 to August 2018, Mr. Gilkey was President of NuWave Technology Partners, LLC headquartered in Kalamazoo, Michigan.

Michael S. Kotia; Brains Sphere Director (Technology).

Mr. Kotia has been Brains Sphere Director for Global Orange since May 2019. From September 2018 to April 2019, Mr. Kotia was the IT Portfolio & Project Manager for Global Orange. From January 2016 to August 2018, Mr. Kotia was the Software Development Operations Manager at Artemis Technologies, Inc. in East Lansing, MI.

Laura J. Eich; Chief Purpose Officer.

Mrs. Eich has been the Chief Purpose Officer for Global Orange since October 2022. Mrs Eich served as Boost Sphere Director for Global Orange from March 2018 to October 2022. From September 2017 to March 2018, Mrs. Eich was Boost Sphere Manager for Global Orange. From March 2016 to September 2017, Mrs. Eich was Profitability Manager for Global Orange. Mrs. Eich has been employed by Global Orange since August 2012 and previously held positions of franchise Profitability Coach, Operations Mentor, and Franchise Support Team Member for Global Orange.

Tracey Ginder; Balance Sphere Director (Financial Controller).

Ms. Ginder has been Balance Sphere Director and Financial Controller for Global Orange since October 2019. From January 2017 to January 2019, Ms. Ginder was Vice President of Administration of Early Childhood Investment Corporation, in Lansing, Michigan,

Jaime Erin Teeling (Balazy); Marketing Director.

Mrs. Balazy has been the Marketing Director for Global Orange since April 2020. From January 2017 to January 2019, Mrs. Balazy was a Local Level Marketing Ambassador for Global Orange. From January 2019 to April 2020, Mrs. Balazy was a Brand Manager and focused on design studio operations and store marketing strategy.

Jeannie Cleary; BOSS Sphere Director (Online Wholesale & Consumer Store Operations).

Mrs. Cleary has been the BOSS Sphere Director and BIGGBY Nation Summit Producer since May 2020. From July 2019 to April 2020, Mrs. Cleary was BOSS Manager and Annual Franchise Meeting Producer. From January 2015 to June 2019, Mrs. Cleary was BOSS Manager, Store Development Manager, and Annual Franchise Meeting Producer.

ITEM 3—LITIGATION

No litigation is required to be disclosed in this Franchise Disclosure Document.

ITEM 4—BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5—INITIAL FEES

Initial Franchise Fee

You must pay an initial franchise fee of $20,000. Under our current policies, we charge a reduced initial franchise fee of $10,000 for all active or honorably discharged military service members. Also, under our current policies, we charge reduced initial franchise fees to existing BIGGBY® COFFEE franchisees who open additional BIGGBY® COFFEE franchises. If you already own one or more other BIGGBY® COFFEE franchises at the time of signing of the Franchise Agreement, you will pay a reduced fee of $10,000. If you already own ten or more other BIGGBY® COFFEE franchises at the time of signing of the Franchise Agreement, you will pay a reduced fee of $5,000. We may change these policies in the future. In markets designated by us as emerging markets, we may offer, on a limited time basis, a discounted initial franchise fee for franchises to be opened in that market. During 2022, the discounted initial franchise fee offered by us for emerging markets was $10,000. We also offer prospective franchisees in emerging markets a travel reimbursement of up to $1,000 for a prospective franchisee's actual travel costs to visit the Home Office, so long as the prospective franchisee purchases the franchise within 1 month of the franchisee's visit.

The initial franchise fee is payable in full at the time you sign the Franchise Agreement. The initial franchise fee is earned at the time of payment and is not refundable under any circumstances.

Except as provided above, all new franchisees pay the same initial franchise fee.

A portion of the initial franchise fee you pay may be paid to an existing franchisee or their store staff under our franchisee referral program. Under this program, we pay $1,000 to any existing franchisees or their staff listed as the referrer on your franchise application if you sign a Franchise Agreement and pay your initial franchise fee. In order to receive the referral fee, the franchisee must have an open Store or the staff member must be employed at the Store at the time the application is submitted and at the time the Franchise Agreement is signed and the fee is paid.

Other Amounts Paid to Us Before Opening

We are an approved supplier, but not the only approved supplier of some items you must acquire to develop your Store, so you may purchase some of these items from us before opening your Store. These items may include some supplies and materials, including mugs and other merchandise and temporary signage. If you purchase these supplies and materials from us, we estimate the cost will range from $4,000 to $4,500. We are the designated supplier for your POS system and some optional technology (see Items 6, 8 and 11). We estimate the cost will range from $8,400 to $14,500. These amounts will be paid when you order the items and your payments are not refundable.

ITEM 6—OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty	6% of Gross Sales; 5% of Gross Sales for certain existing operators in Michigan. [(2)]	The next business day—paid by electronic funds transfer (EFT) that we initiate	Gross Sales include all revenues from the franchise business minus sales taxes paid, discounts and refunds.[(2)]
Advertising Fund Contribution	The greater of: (a) $100 per week; or an amount specified by us, not to exceed 3% of Gross Sales (currently 3% of Gross Sales).	The next business day—paid by EFT that we initiate	As of the date of this Franchise Disclosure Document, the advertising fund contribution is 3% of Gross Sales. The amount we specify may be changed on 30 days written notice. Advertising fund contributions are paid to BIGGBY COFFEE Advertising Fund, Inc.
Minimum Local Advertising	Up to 3% of Gross Sales	Must be spent monthly	You must spend, on a monthly basis, an amount specified by us, not to exceed 3% of Gross Sales, for advertising in your local market. This amount may be spent by you alone or through joint or cooperative advertising.[(3)]
Product Purchases	Will vary under circumstances	As specified by vendor	You must purchase coffee, tea, syrup and other designated products from a designated supplier.
Maintenance and Repairs	Actual cost to us	On receipt of billing	If you fail to maintain your franchise location, we may do so at your expense.

Type of Fee[1]	Amount	Due Date	Remarks
Refurbishing	Actual cost	As incurred	In addition to regular maintenance obligations, you must refurbish, update, upgrade, construct and/or improve your franchise location and the equipment, fixtures and signs at your franchise location within six months of our request. There is no limit on the frequency with which we may request that you refurbish.
Annual Conference Fees	Amount determined by us, not to exceed $1,000 per person (currently less than $400)	Within 30 days of notice of the conference	You must pay this fee whether or not you attend the annual conference.
Operational Standards Fees	Up to $500 per occurrence	Within 7 days of notice from us	We may assess this fee if you fail to operate in accordance with our policies and standards.
Insurance	Actual cost to us	On receipt of billing	If you fail to purchase insurance for your Store, we may do so at your expense.
Cost of Cyber Liability Insurance	$25 to $250 per month [4]	10th day of each month—paid by EFT that we initiate	We have obtained a Cyber Liability Insurance Policy for the BIGGBY COFFEE franchise system. You must pay a portion of the cost of the policy as determined under our policies and procedures.
Franchisee Association Dues	Amount determined by association	As specified by the association	If the Company designates a franchisee association, you must participate and pay any dues imposed by the association. We currently do not designate a franchisee association.
E-card Program	No fee is charged for participation. Overpayments or underpayments are reconciled quarterly	Overpayments and underpayments are paid or received by you quarterly by EFT that we initiate	See Note 5 for an explanation of the program.

Type of Fee[1]	Amount	Due Date	Remarks
Additional Training	We currently do not charge for additional training if you attend our regular training programs. We also offer additional on-demand training; the current charge is not more than $200 per day per trainer plus travel costs	Before additional training	You may be required to attend and pay a reasonable fee for additional training programs or you may request additional training.[6]
Late Charge, NSF Fees and Interest	$25.00 per month late charge, NSF fees equal to charge we incur, but not less than $30.00, and 1.5% per month interest	On receipt of billing	These charges must be paid on all overdue amounts.
Transfer Fee	If the transferee is an existing BIGGBY® COFFEE franchisee in good standing, the fee is $5,000; for all other transfers the fee is $20,000 and includes training for the transferee	Before closing of the transfer	Paid if you transfer your franchise or a controlling interest in the franchise.
Renewal Fee	10% of the standard initial franchise fee being charged to new franchisees at the time of renewal	At the time of renewal	Paid if you renew your franchise at the end of the initial term of the franchise. If you do not sign the applicable documents and pay the renewal fee before the expiration of the initial term of the franchise, the renewal fee increases by $5,000.
Audit and Inspection Expenses	Cost of audit or inspection	On receipt of our billing	This cost must be paid if the audit is necessary because of your failure to furnish reports or financial information, or the audit discloses an understatement of 3% or more, or if we must make more than one inspection within a 12 month period because of your failure to comply with the Franchise Agreement.

Type of Fee[1]	Amount	Due Date	Remarks
Damages for Failure to Open Store	$27,000	At the time of termination	We are entitled to these damages if we terminate the Franchise Agreement because of your failure to find a location or to open your Store as specified in the Franchise Agreement.
Indemnification	Amount will vary under circumstances	As incurred	You must reimburse us if we incur liability from the operation of your franchise.
Costs and Attorneys fees	Amount will vary under circumstances	As incurred	You must reimburse us for costs and attorneys fees if we prevail in a judicial proceeding or if we engage a lawyer because of your failure to comply with the Franchise Agreement.
POS Hardware Support[7]	$75 per month per terminal	10th day of each month—paid by EFT that we initiate	We provide limited hardware and warranty support for store equipment that is used for regular customer transaction processing. All equipment is supported within the normal and expected lifespan for the equipment based on its usage.
PERC Services License[7]	$23 per month per terminal, tablet, or kiosk	10th day of each month—paid by EFT that we initiate	Required for each POS device (terminal, tablet, kiosk) accessing PERC Services. We provide support for all standard PERC Services, including PERC-O-Matic (POS application), PERC-O-Manager (POS management application), as well as other in-Store technologies. Includes remote access and management for Store devices with automated alerting and reporting.
FRC and TRC Fees[7]	$10 per month per Store	10th day of each month—paid by EFT that we initiate	This fee is paid to us for maintenance of the FRC and TRC SharePoint portals.
Microsoft Office 365 (O365) License Fees[7]	$12 to $25 per month per Store	10th day of each month—paid by EFT that we initiate	Each individual that accesses franchise email, FRC, reporting, brand portal, BOSS, etc. is required to obtain a @biggby.com Microsoft Office 365 account secured by MFA (multi-factor authentication), Office 365 accounts also include access to Microsoft productivity tools like Word, Excel, OneDrive, etc.

Type of Fee[1]	Amount	Due Date	Remarks
Back of House (BoH) Hardware Support and Limited Warranty Fees[7]	$40 per month per Store	10th day of each month—paid by EFT that we initiate	We provide limited hardware and warranty support for BoH (Back-of-house) and general office technologies that are used to manage your franchise. All equipment is supported within normal and expected lifespan for the equipment based on its usage.
Profitkeeper	$8 per month per Store	10th day of each month—paid by EFT that we initiate	ProfitKeeper will enable our franchisees to consolidate and benchmark their individual store financial performance both against themselves and the system as a whole. It will provide comparative analysis into expense categories and empower franchisees to make data-driven financial decisions.
Mentor LMS (Learning Management System)	$12 per month per Store	10th day of each month—paid by EFT that we initiate	Mentor LMS is our online learning platform that provides training programs on a variety of topics including in-store operations, marketing, store management, new product offerings, and LifeLab Workshops.
Freshdesk (Freshservice)	$6 per month per Store	10th day of each month—paid by EFT that we initiate	Our shared Freshdesk support portal allows us to support your store(s) as well as our consumers through a shared system-wide portal. We keep track of consumer support analytics and trends so you can focus on making the in-store experience the best it can be.
Internet Backup Hardware and Subscription Fees (Optional)[7]	$10 per month per Store; $115 initial hardware cost	10th day of each month—paid by EFT that we initiate	If you choose to include 4G backup Internet, you will pay this fee to us to cover service and support costs on equipment.
Digital Menu Signage with Signagelive (Optional)[7]	Signagelive licenses are $150 per display per year Each display costs $858, which includes a wall mount but does not include installation	Annually on license anniversary 10th day of the month following order acceptance	If you choose to utilize digital menu signage with Signagelive, you will pay an initial fee for hardware and an annual license fee. Replacement costs for these devices are excluded from the hardware warranty provided by us.

Type of Fee[1]	Amount	Due Date	Remarks
Curbside Tablet Fees (Optional)[7]	$35 per month per tablet for the service; Tablet cost is $150 per device	10th day of each month—paid by EFT that we initiate	If you choose to utilize PERC Orders, you will pay an initial fee for hardware and a monthly fee for 4G internet access. Replacement costs for these devices are excluded from the hardware warranty provided by us. These devices are also subject to the POS Device License fee of $23 per month per device.

Notes to Item 6 Table

(1) All fees are imposed by and payable to us except minimum local advertising expenses and refurbishing expenses. Except as may be otherwise noted, it is our intent that all fees payable to us will be uniformly imposed and collected for franchises being offered at this time. All fees paid to us are non-refundable.

You must make all payments to us by electronic funds transfers (automatic bank transfers). You must install, at your expense, and use pre-authorized payment and computerized point-of-sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking systems as we may specify. We may specify these requirements to fulfill any business purpose reasonably related to the operation of your Store and the Franchise System and to allow us to access reports of Gross Sales and other information and to initiate electronic or other transfers of all payments you are required to make to us.

(2) If you operate an existing Store in Michigan that pays royalty of 5% of Gross Sales and you are in good standing with us, you will be allowed to pay a royalty of 5% of Gross Sales on new Stores you develop in Michigan. The Franchise Agreement defines Gross Sales as the entire amount of the franchisee's revenues from the ownership or operation of the franchise business or any business at or about the franchise location, including but not limited to, sales at co-brand locations, satellite locations, complementary locations, and other off-premises sales, the proceeds of any business interruption insurance, any revenues received from the lease or sublease of a portion of the franchise location, whether the revenues are evidenced by cash, credit, checks, gift certificates, electronic payment, digital currency, food stamps, coupons and premiums (unless exempted by us), services, property or other means of exchange, minus: (a) the amount of any sales taxes that are collected and paid to the taxing authority; (b) discounts given to customers if the non-discounted price is included in the revenues; and (c) cash refunded and credit given to customers and receivables uncollectible from customers if the cash, credit or receivables are or were included in revenues. Revenues are deemed received by the franchisee at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Revenues of property or services (for example, "bartering" or "tradeouts") are valued at the prices applicable to the products or services exchanged for those revenues at the time the revenues are received. Gross Sales and any exclusions from Gross Sales may be further defined in our Operations Manual.

(3) The amount specified by us may vary between franchisees depending on the type of Store operated by the franchisee and the demographics of the area in which the Store is located. You must provide documentation to our reasonable satisfaction that you have spent the required amount of local advertising. If you do not provide documentation or do not spend the required amount of local advertising, you must pay the amount not satisfactorily documented or not spent to us on demand. These funds will be placed in the advertising fund to be used at our discretion. If you participate in joint advertising, you will pay your proportionate share of each advertisement. If an advertising cooperative has been or is formed for your market, the cooperative may require advertising fees be paid to the cooperative (in addition to the advertising fund contributions you are required to make to us), but only if authorized by a majority vote of the members of the cooperative. As of the date of this Franchise Disclosure Document, advertising cooperatives have required advertising contributions to the cooperative of up to 2.0% of Gross Sales. Any amounts that you spend for joint advertising or cooperative advertising will count towards your minimum local advertising obligations.

(4) We have the right to acquire a Cyber Liability Insurance Policy for the BIGGBY COFFEE franchise system and to require you to pay a portion of the cost of the Policy as determined under our policies and procedures. Our current polices require each franchisee to pay a portion of the cost of the Policy based on each franchisee's Gross Sales in August of the preceding year. We do not require new franchisees to pay a portion of the cost of the Policy until they have been open for a year. The current range of costs for franchisees is reflected in the table.

(5) You must participate in any gifts cards, electronic gift or money cards (all of which are referred to as E-cards), frequency cards (BIGGBY Cards), awards programs (E-wards), or other programs specified by us and honor all such cards, awards, and other programs issued by us or by other franchisees in accordance with our policies. We or a person designated by us will administer any of these programs specified by us. We may charge an administrative fee for administrating those programs. You must provide us with all information collected and databases created in connection with these programs. We currently specify participation in our E-card program. You will sell E-cards and redeem E-cards. On a quarterly basis we reconcile your sales and redemptions. If your sales exceed redemptions, you must pay the difference to the E-card fund. If your redemptions exceed sales, the E-Card fund will pay you the difference. We have the right to incorporate the E-card fund or manage the E-card fund through a separate entity whenever we deem appropriate. We may assign some or all of our rights and duties related to the E-card fund to the separate E-card fund entity. We may change the separate-card fund entity or assign management of the E-card fund back to us at any time in our discretion. Currently, the E-card fund is managed by BIGGBY COFFEE Gift Card Fund, LLC. BIGGBY COFFEE Gift Card Fund, LLC. is managed by three managers. Two of the managers are our employees and one of the managers is a franchisee representative. On request, we will provide you with a copy of the operating agreement or other governing documents for BIGGBY COFFEE Gift Card Fund, LLC. We do not currently charge any fees for administering the E-card program. We also currently specify participation in our frequency card and E-wards programs.

(6) Any additional training fees will be uniform as to all persons attending training at that time and will be based on our out-of-pocket expenses plus a per diem rate for the training personnel.

(7) These fees are the fees currently being charged and are subject to change.

ITEM 7—ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Whitebox Leasehold Location[1]					
Type of Expenditure	**Estimated Amount Low**	**Estimated Amount High**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee	$20,000 [2]	$20,000	Lump sum	At the time the Franchise Agreement is signed	Global Orange
Real Property Rental[3]	$2,305	$21,326	As arranged	As specified in lease	Third Party Landlord
Leasehold Improvements[4]	$135,000	$290,000	As arranged	As arranged	Contractors
Equipment, Furniture and Decor[5]	$48,000	$82,000	As arranged	As arranged	Global Orange and Suppliers
Drive-Through Equipment	$0	$16,500	As arranged	As arranged	Global Orange and Suppliers
Blueprints, Plans and Permits[6]	$5,500	$34,800	As arranged	As arranged before opening	Architect and Contractor
Signage (Interior/Exterior)[7]	$4,000	$18,000	As arranged	As arranged before opening	Signage Supplier
Initial Inventory[8]	$9,000	$14,000	As arranged	As arranged	Food Service Suppliers and Global Orange
Insurance-General Liability, Property and Workers Compensation[9]	$3,500	$4,500	As arranged	As arranged before opening	Insurance Agent
Utility Expense[10]	$500	$4,000	As arranged	Monthly/ Quarterly	Utility Company
License Permits and Other[11]	$1,000	$2,500	Lump sum	As incurred	Public Agencies, Landlord
Initial Advertising and Grand Opening Promotions[12]	$9,500	$9,500	As arranged	As arranged	Advertising Media
Miscellaneous Travel and Living Expenses for Training[13]	$500	$5,000	As arranged	As incurred	Travel Company, Hotels, Restaurants
Organizational Expenses	$2,000	$2,500	As arranged	As arranged	Lawyer, Accountant

Whitebox Leasehold Location[1]					
Type of Expenditure	**Estimated Amount Low**	**Estimated Amount High**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Additional Funds-3 months[14]	$5,000	$40,000	As incurred	As incurred	Global Orange, Various Suppliers and Employees
Total Estimated Initial Investment[15][16]	$246,305	$564,626			

Notes to Table

(1) A whitebox leasehold Location is a location (e.g., strip mall or other similar location) with a lobby only or a lobby with a drive-thru.

(2) The initial franchise fee is $20,000. We charge a reduced franchise fee to military veterans and to existing BIGGBY® COFFEE franchisees that open additional BIGGBY® COFFEE franchises. See Item 5.

(3) You will probably lease space for a free-standing, store front or strip center location of approximately 1,300 to 1,700 square feet. This estimate includes rent for the initial operating period of 3 month (which includes only base rent). You may also be responsible for common area maintenance and other charges under the lease. At the time of signing your lease or land license, you may be required to pay a deposit equal to one or two month's rent and the first month's rent. Your rent may be subject to escalation charges based on inflation or may be based on a percentage of gross sales. If you purchase and construct your franchise location, your expenses will be significantly greater. We do not have any estimates of the cost to purchase or build a franchise location.

(4) Leasehold improvements must conform to our standard specifications and local ordinances. In some situations, your landlord may pay for some or all of the costs for leasehold improvements. We may authorize, but do not require our franchisees at this time to include, a drive-thru window at the franchise location.

(5) Equipment, furniture and fixtures must conform to our standard specifications. See notes (4) and (6) regarding additional costs relating to drive-thrus. This category includes the POS system that you may purchase from us (see Item 5).

(6) You will need to have detailed plans drawn up for your specific location by an approved architect that meet local ordinance requirements.

(7) The price for signage will vary depending on the type of site and local ordinances for outdoor signage.

(8) This category includes the supplies and materials that you will need to begin operation of your Store, including milk, coffee beans, paper cups, napkins and other supplies you will purchase from third party suppliers and mugs and other merchandise that you may purchase from us (see Item 5).

(9) This estimate is for the initial operating period of 3 months.

(10) Utility company rates vary for different areas. Also, deposits may be required.

(11) This category covers business licenses and building permits.

(12) You must prepare a grand opening advertising plan in compliance with the criteria specified by us. You must timely implement the approved grand opening advertising plan at your cost. You must spend a minimum of $9,500 to implement the grand opening advertising plan. Unless otherwise provided in your approved grand opening advertising plan, you must implement the grand opening advertising plan within the period beginning two months before the opening of your franchise and ending two months after the opening of your franchise. You must provide the documentation specified by us to show that you have spent the required amount on grand opening advertising within the specified time frame. If you do not provide the specified documentation or you do not spend the required amount on grand opening advertising, you must pay the amount not documented or spent to us on demand. We will place those funds in the advertising fund to be used at our discretion.

(13) Your proximity to training facilities will affect your travel and living expenses for training.

(14) This category covers expenses you may incur during the 3 month initial phase of your franchise. These expenses may include royalty, advertising fees, insurance premiums, payroll costs, additional inventory and supplies, etc. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs during this initial phase will depend on factors including: how you follow our procedures; your management skill, experience and business abilities; local economic conditions; the local market for the franchise's product; the prevailing wage rates; competition; and the sales level reached during this initial phase. You may need additional funds to cover expenses of your franchise beyond the three month period and in the Franchise Agreement you acknowledge that it could take 36 months or more for your franchise business to produce a positive cash flow. We relied on our and our franchisees' experience to compile the estimate for additional funds. You should of course review these figures carefully with a business advisor before making any decision to purchase the franchise.

(15) Except as noted, none of the payments to us are refundable. The refundability of payments to other parties is determined by your agreement with those parties.

(16) We do not offer any financing for any part of your initial investment.

Modular Location[(1)]					
Type of Expenditure	**Estimated Amount Low**	**Estimated Amount High**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee	$20,000 [(2)]	$20,000	Lump sum	At the time the Franchise Agreement is signed	Global Orange

Modular Location[1]					
Type of Expenditure	**Estimated Amount Low**	**Estimated Amount High**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Real Property Rental or License[3]	$2,890	$19,500	As arranged	As specified in lease or license	Third Party Landlord or Licensor
Site Improvements[4]	$93,000	$250,000	As arranged	As arranged	Contractors
Modular Construction Costs[5]	$175,000	$255,000	As arranged	As specified in lease	Contractors and Suppliers
Equipment[6]	$40,000	$42,000	As arranged	As arranged	Global Orange and Suppliers
Blueprints, Plans and Permits[7]	$4,250	$47,103	As arranged	As arranged before opening	Architect and Contractor
Signage (Interior/Exterior)[8]	$0	$10,600	As arranged	As arranged before opening	Signage Supplier
Initial Inventory[9]	$9,000	$14,000	As arranged	As arranged	Food Service Suppliers and Global Orange
Insurance-General Liability, Property and Workers Compensation[10]	$2,000	$6,000	As arranged	As arranged before opening	Insurance Agent
Utility Expense[11]	$1,000	$4,000	As arranged	Monthly/ Quarterly	Utility Company
License Permits and Other[12]	$1,000	$21,000	Lump sum	As incurred	Public Agencies, Landlord
Initial Advertising and Grand Opening Promotions[13]	$9,500	$9,500	As arranged	As arranged	Advertising Media
Miscellaneous Travel and Living Expenses for Training[14]	$500	$5,000	As arranged	As incurred	Travel Company, Hotels, Restaurants
Organizational Expenses	$2,000	$2,500	As arranged	As arranged	Lawyer, Accountant
Additional Funds-3 months[15]	$5,000	$40,000	As incurred	As incurred	Global Orange, Various Suppliers and Employees
Total Estimated Initial Investment[16][17]	$365,140	$746,203			

Notes to Table

(1) A Modular Location includes a pre-fabricated building with a drive-through only.

(2) The initial franchise fee is $20,000. We charge a reduced franchise fee to military veterans and to existing BIGGBY® COFFEE franchisees that open additional BIGGBY® COFFEE franchises. See Item 5.

(3) You will probably lease or license half an acre of land. This estimate includes the initial operating period of 3 months (which includes only base rent or license fees). You may also be responsible for common area maintenance and other charges under the lease or license. At the time of signing your lease or land license, you may be required to pay a deposit equal to one or two month's rent or license fees and the first month's rent or license fees. Your rent or license fees may be subject to escalation charges based on inflation or may be based on a percentage of gross sales.

(4) Site improvements must conform to our standard specifications and local ordinances. In some situations, your landlord or licensor may pay for some or all of the costs for site improvements. We may authorize, but do not require our franchisees at this time to include, a walk-up window at Modular locations.

(5) When operating from a pre-fabricated modular location, your modular construction costs will include the cost of purchasing or leasing the pre-fabricated modular structure.

(6) Equipment must conform to our standard specifications. This category includes the POS system that you may purchase from us (see Item 5).

(7) You will need to have detailed plans drawn up for your specific location by an approved engineer that meet local ordinance requirements.

(8) The price for signage will vary depending on the type of site and local ordinances for outdoor signage.

(9) This category includes the supplies and materials that you will need to begin operation of your Store, including milk, coffee beans, paper cups, napkins and other supplies you will purchase from third party suppliers and mugs and other merchandise that you may purchase from us (see Item 5).

(10) This estimate is for the initial operating period of 3 months.

(11) Utility company rates vary for different areas. Also, deposits may be required.

(12) This category covers business licenses and building permits.

(13) You must prepare a grand opening advertising plan in compliance with the criteria specified by us. You must timely implement the approved grand opening advertising plan at your cost. You must spend a minimum of $9,500 to implement the grand opening advertising plan. Unless otherwise provided in your approved grand opening advertising plan, you must implement the grand opening advertising plan within the period beginning two months before the opening of your franchise and ending two months after the opening of your franchise. You must provide the documentation specified by us to show that you have

spent the required amount on grand opening advertising within the specified time frame. If you do not provide the specified documentation or you do not spend the required amount on grand opening advertising, you must pay the amount not documented or spent to us on demand. We will place those funds in the advertising fund to be used at our discretion.

(14) Your proximity to training facilities will affect your travel and living expenses for training.

(15) This category covers expenses you may incur during the 3 month initial phase of your franchise. These expenses may include royalty, advertising fees, insurance premiums, payroll costs, additional inventory and supplies, etc. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs during this initial phase will depend on factors including: how you follow our procedures; your management skill, experience and business abilities; local economic conditions; the local market for the franchise's product; the prevailing wage rates; competition; and the sales level reached during this initial phase. You may need additional funds to cover expenses of your franchise beyond the three month period and in the Franchise Agreement you acknowledge that it could take 36 months or more for your franchise business to produce a positive cash flow. We relied on our and our franchisees' experience to compile the estimate for additional funds. You should of course review these figures carefully with a business advisor before making any decision to purchase the franchise.

(16) Except as noted, none of the payments to us are refundable. The refundability of payments to other parties is determined by your agreement with those parties.

(17) We do not offer any financing for any part of your initial investment.

Site built Drive-thru only Location(1)					
Type of Expenditure	**Estimated Amount Low**	**Estimated Amount High**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee	$20,000 (2)	$20,000	Lump sum	At the time the Franchise Agreement is signed	Global Orange
Real Property Rental or License(3)	$2,890	$19,500	As arranged	As specified in lease or license	Third Party Landlord or Licensor
Modular Construction Costs(4)	$180,000	$280,000	As arranged	As specified in lease	Contractors and Suppliers
Equipment(5)	$55,400	$96,000	As arranged	As arranged	Global Orange and Suppliers
Blueprints, Plans and Permits(6)	$5,500	$34,800	As arranged	As arranged before opening	Architect and Contractor
Signage (Interior/Exterior)(7)	$15,000	$20,000	As arranged	As arranged before opening	Signage Supplier

Site built Drive-thru only Location[1]					
Type of Expenditure	**Estimated Amount Low**	**Estimated Amount High**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Inventory[8]	$9,000	$14,000	As arranged	As arranged	Food Service Suppliers and Global Orange
Insurance-General Liability, Property and Workers Compensation[9]	$3,500	$4,500	As arranged	As arranged before opening	Insurance Agent
Utility Expense[10]	$1,000	$4,000	As arranged	Monthly/ Quarterly	Utility Company
License Permits and Other[11]	$1,000	$2,500	Lump sum	As incurred	Public Agencies, Landlord
Initial Advertising and Grand Opening Promotions[12]	$9,500	$9,500	As arranged	As arranged	Advertising Media
Miscellaneous Travel and Living Expenses for Training[13]	$500	$5,000	As arranged	As incurred	Travel Company, Hotels, Restaurants
Organizational Expenses	$2,000	$2,500	As arranged	As arranged	Lawyer, Accountant
Additional Funds-3 months[14]	$5,000	$40,000	As incurred	As incurred	Global Orange, Various Suppliers and Employees
Total Estimated Initial Investment[15][16]	$310,290	$552,300			

Notes to Table

(1) A site built Drive-thru only is a building you construct with a drive-through only.

(2) The initial franchise fee is $20,000. We charge a reduced franchise fee to military veterans and to existing BIGGBY® COFFEE franchisees that open additional BIGGBY® COFFEE franchises. See Item 5.

(3) You will probably lease or license half an acre of land. The estimate is the range of rent or license fees for the initial operating period of 3 months. You may also be responsible for common area maintenance and other charges under the lease or license. At the time of signing your lease or land license, you may be required to pay a deposit equal to one or two month's rent or license fees and the first month's rent or license fees. Your rent or license fees may be subject to escalation charges based on inflation or may be based on a percentage of gross sales.

(4) The construction costs include construction of a building that conforms to our standard specifications and local ordinances. In some situations, your landlord may pay for some or all of the costs for leasehold improvements. Real estate acquisition costs and site improvements are not included in this estimate. You must conform to our standard specifications and local ordinances. In some situations, your landlord or licensor may pay for some or all of the costs for site improvements. We may authorize, but do not require our franchisees at this time to include, a walk-up window at Drive-thru only locations.

(5) Equipment must conform to our standard specifications. This category includes the POS system that you may purchase from us (see Item 5).

(6) You will need to have detailed plans drawn up for your specific location by an approved engineer that will meet local ordinance requirements.

(7) The price for signage will vary depending on the type of site and local ordinances for outdoor signage.

(8) This category includes the supplies and materials that you will need to begin operation of your Store, including milk, coffee beans, paper cups, napkins and other supplies you will purchase from third party suppliers and mugs and other merchandise that you may purchase from us (see Item 5).

(9) This estimate is for the initial operating period of 3 months.

(10) Utility company rates vary for different areas. Also, deposits may be required.

(11) This category covers business licenses and building permits.

(12) You must prepare a grand opening advertising plan in compliance with the criteria specified by us. You must timely implement the approved grand opening advertising plan at your cost. You must spend a minimum of $9,500 to implement the grand opening advertising plan. Unless otherwise provided in your approved grand opening advertising plan, you must implement the grand opening advertising plan within the period beginning two months before the opening of your franchise and ending two months after the opening of your franchise. You must provide the documentation specified by us to show that you have spent the required amount on grand opening advertising within the specified time frame. If you do not provide the specified documentation or you do not spend the required amount on grand opening advertising, you must pay the amount not documented or spent to us on demand. We will place those funds in the advertising fund to be used at our discretion.

(13) Your proximity to training facilities will affect your travel and living expenses for training.

(14) This category covers expenses you may incur during the 3 month initial phase of your franchise. These expenses may include royalty, advertising fees, insurance premiums, payroll costs, additional inventory and supplies, etc. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs during this initial phase will depend on factors including: how you follow our procedures; your management skill, experience and business abilities; local economic conditions; the local market for the franchise's product; the prevailing wage rates; competition; and the sales level reached during this initial phase. You may need additional funds to cover expenses of your franchise beyond the three month period and in the

Franchise Agreement you acknowledge that it could take 36 months or more for your franchise business to produce a positive cash flow. We relied on our and our franchisees' experience to compile the estimate for additional funds. You should of course review these figures carefully with a business advisor before making any decision to purchase the franchise.

(15) Except as noted, none of the payments to us are refundable. The refundability of payments to other parties is determined by your agreement with those parties.

(16) We do not offer any financing for any part of your initial investment.

Since we are assuming that you will lease or license the premises for your franchise location, the estimated investment above does NOT include the cost of buying real estate. We urge you to retain the services of an experienced accountant or financial adviser in order to develop a business plan and financial projections before you purchase your franchise.

If you operate your Franchise Business at a satellite location or at complementary locations, you will have additional expenses relating to the additional location. For example, if you operate a food truck, you will have the additional expense of purchasing and outfitting the truck. If you operate a different satellite location or at complementary locations, you will have the additional expense of building a kiosk, counter, or other selling facilities to use at the satellite location or the complementary location.

ITEM 8—RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

In order to maintain uniqueness, consistency, uniformity, quality and identity of BIGGBY® COFFEE Stores and the products and services sold by BIGGBY® COFFEE Stores and the group purchasing power of BIGGBY® COFFEE Stores, you must purchase all products and services used in the design, development, construction, and operation of your Store in accordance with our specifications and only from manufacturers, suppliers or distributors designated or approved by us, as described in more detail below.

Obligations to Purchase or Lease from the Franchisor or its Designees

We may specify any products and services used in the design, development, construction, or operation of your Store as "Designated Products or Services." Designated Products or Services must be purchased in accordance with our specifications (which may include brand names) and only from us or a manufacturer, supplier, distributor, or professional or other service provider specifically designated by us (which may be our affiliate) (a "Designated Supplier"). We do not have to approve other suppliers for Designated Products or Services and we do not issue criteria to our franchisees for Designated Products or Services. We impose these requirements so that we can ensure uniformity and quality and sufficient volume purchases to obtain favorable pricing. We will specify Designated Products or Services and Designated Suppliers in memos, bulletins, emails or in our Operations Manual. We will issue notification of Designated Products or Services status and Designated Supplier status or revocation of the status to you in memos, bulletins, emails or in our Operations Manual.

We currently designate that you must purchase coffee, tea and syrup products from a Designated Supplier. If you will operate from a pre-fabricated modular location, you must purchase or lease the pre-fabricated modular structure from a Designated Supplier. Also, you must purchase accounting services from a Designated Supplier for the first year of operation of your Store. We are currently the Designated Supplier of the POS system and for maintenance and support services for your POS and computer systems. We and our affiliates are not currently a Designated Supplier for any other products of services.

Obligations to Purchase or Lease from Approved Suppliers

Unless otherwise specified by us, all items used in the design, development, construction, and operation of your Store, other than Designated Products or Services, must be obtained in accordance with our specifications (which may include brand names) and only from a manufacturer, supplier, distributor, professional or other service provider that has been approved by us (an "Approved Supplier"). An Approved Supplier will be a supplier that: (a) has met our standards for quality and uniformity of goods and services and other relevant standards established by us; (b) has been designated by us in writing as an Approved Supplier; and (c) has not later been disapproved by us. You may request to have a supplier for items other than Designated Products or Services approved by submitting to us the information, samples or agreements necessary for our determination under the procedures specified by us. This request must be in writing and must include information about the product or supplier relating to our specifications, a sample of the product or service to be approved or a person at the manufacturer or supplier that we can contact for information. We may submit the information to an independent laboratory or another independent expert to determine if the product or supplier meets our specifications. We may charge you a fee to cover the costs incurred in making this determination. On your request, and only on a confidential basis, we will furnish you with any issued standards and specifications for items other than Designated Products or Services, as well as any issued criteria for supplier approval. We will notify you in writing of our approval or disapproval of a supplier within 30 days after receiving all information that we reasonably believe is necessary to make the determination.

Before we approve a supplier, the supplier may be required to enter into an agreement with us in a form reasonably acceptable to us providing that the supplier will: (a) follow our procedures, specifications and standards, formulas, patterns, and recipes; (b) provide for periodic quality control inspections of the supplier's premises and production facilities; (c) require the supplier to provide a reasonable number of samples, without charge, for inspection; (d) require the supplier to keep any trade secrets or other confidential information disclosed to it by a franchisee or us in confidence and to have employees to which disclosure is made sign agreements that they will not use or disclose confidential information; and (e) require the supplier to pay a reasonable license fee for a limited license for the production and sale of items using the Franchise Marks. An approval of a supplier is not a blanket approval of the items the supplier may sell but only for specific items sold by that supplier as approved by us.

We will provide information on Approved Suppliers and we will issue approval or disapproval or notification of revocation of approval of products or suppliers to you through the web-based Franchise Resource Center or in memos, bulletins or our Operations Manual.

We are an Approved Supplier, but not the only Approved Supplier, of logotyped merchandise for the franchise. We may in the future, supply other products to our franchisees.

Additional Information Relating to Designated and Approved Suppliers

Other than Global Orange, there are no Designated Suppliers or Approved Suppliers in which any of our officers owns an interest.

In order to take advantage of group purchasing power and to ensure uniformity and quality, we reserve the right to limit the total number of Approved Suppliers for any items. We may add or delete Designated or Approved Suppliers at any time and you must comply with those changes immediately on written notice from us. If we add a Designated or Approved Supplier, you must immediately, on written notice from us, take the steps necessary to comply with the credit, purchase, and other policies of the Designated or Approved Supplier. If we delete a Designated or Approved Supplier, you must cease purchasing products and services from that supplier immediately on written notice from us.

We may enter into agreements with Designated or Approved Suppliers for and on behalf of all Stores or all Stores in a particular region (a "Supplier Contract"), which may include price terms. If we enter into a Supplier Contract with a Designated or Approved Supplier, the terms and conditions of your relationship with that Designated or Approved Supplier will be controlled by that contract to the extent covered by the contract.

Our designation of a Designated or Approved Supplier or manufacturer, or other provider of products or services does not create any express or implied promise, guaranty or warranty by us as to the quality of products and services, availability of products and services, and timely delivery of products and services of the Designated or Approved Supplier or other provider of products or services and we disclaim any promises, guaranties or warranties. We will not have any liability to you for any claims, damages or losses suffered by you as a result of or arising from the products or services provided by or the acts or omissions of any Designated or Approved Supplier or manufacturer, or other provider of products or services designated or approved by us, including claims, damages or losses arising from the quality of products and services, failure to deliver, late delivery, delivery of the wrong products, unavailability of products, damages to products in delivery, adulteration of products, mislabeling, failure of warranty, etc..

Obligations to Purchase under Specifications

The Franchise Agreement provides that all products and services used in the design, development, construction, or operation of the franchise business must be obtained in accordance with our specifications (which may include brand names) and from Designated or Approved Suppliers. Although we have the right to require you to purchase all items used in the franchise business from Designated and Approved Suppliers, in our discretion we may issue specifications for certain products (which may include brand names) and allow you to purchase those products from any source as long as the products comply with our specifications. Also, we may not issue specifications for some products and supplies and we may allow you to purchase those products and supplies from any source until we do issue specifications and/or supplier requirements for those items.

Your lease must be approved by us. However, we will not evaluate or be responsible for the commercial reasonableness or suitability of your lease. That is your sole responsibility and we recommend that you engage independent counsel to assist you in the evaluation and negotiation of your lease. Also, you and your landlord must sign a lease addendum acknowledging certain rights we have under the Franchise Agreement that relate to your lease.

A copy of our standard Lease Addendum is attached to the Franchise Agreement as Appendix G.

In addition, your franchise location must be constructed or improved in accordance with our specifications for build-out, décor, signage, equipment layout, space, awnings, umbrellas, etc. Also, we must approve all drawings, plans and specifications relating to the design, construction and/or improvement of the franchise location. We will have the right to inspect and approve the construction before you open your Store to make sure our specifications have been followed. If, in our opinion, our specifications have not been followed, you must resolve any issues to our satisfaction before opening your Store. Although we have the right to review and comment on and must approve all drawings, plans and specifications relating to the design, construction, and/or improvement of your franchise location, we are only acting to ensure compliance with our specifications. We will not evaluate or be responsible for compliance with governmental requirements, legal requirements or adequacy of design and engineering relating to the design and construction and/or improvement of your franchise location and you are solely responsible for those matters.

You must acquire, maintain and update the equipment (including POS and computer systems), furniture, fixtures, signs, smallwares, and other property that we specify for establishing and operating your Store. Also, all of these items must meet our standards and specifications.

You must purchase insurance coverage for your business in accordance with our standards and specifications. The insurance coverage you are required to purchase includes:

- Commercial General Liability: Covering Premises/Operations, Products/Completed Operations, Personal Injury and Advertising Injury, Blanket Contractual Liability, XCU and Independent Contractors in the following limits:

o General Aggregate Limit	$2,000,000
o Products/Completed Operations Aggregate	$2,000,000
o Personal and Advertising Injury Limit	$1,000,000
o Each Occurrence Limit	$1,000,000

  Global Orange Development LLC must be named as additional insured under ISO form CG 20 10 Additional Insured- Owners, Lessees or Contractors and CG 20 37 Additional Insured Completed Operations.

- Workers' Compensation: As required by laws in Michigan and any other state in which work is being performed. This policy must include the "waiver of subrogation" endorsement form #WC 00 03 13, scheduling Global Orange Development, LLC. The Employers Liability must have limits of at least:

o Bodily Injury by Accident	$100,000 Each Accident
o Bodily Injury by Disease	$500,000 Policy Aggregate
o Bodily Injury by Disease	$100,000 Each Employee

- Auto Liability Insurance, owned and/or non-owned auto, with a minimum limit of $1,000,000 (covering automobiles owned by franchisee and used by the owner and/or its employees).

- Property Insurance with a minimum limit to include the value of fixtures, equipment, signs, etc. (including, but not limited to, fire, extended coverage, theft, vandalism and malicious mischief).

- Umbrella/Excess Liability policy with a minimum limit of $1,000,000 of additional coverage

You or your insurance provider must provide us with a Certificate of Insurance evidencing the above policies and limits and the ISO forms CG 20 10 Additional Insured-Owners, Lessees or Contractors (edition date 11/85 or similar wording) and CG 20 37 Additional Insured-Completed Operations naming Global Orange Development LLC as an Additional Insured on a primary & non-contributory basis with respect to any other collectable Insurance. The policies must contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract. The additional insured requirements must include a 30-day written notice to the Company before the policies can be canceled, non-renewed or have a significant reduction in coverage. The Insurance Company providing the above policies must at least have an A.M. Best Rating of A-IX and an A.M. Best Financial Size Category of class V11.

If you are approved to offer off-site service, additional insurance coverage will be required.

As noted in Item 6, we have acquired a Cyber Liability Insurance Policy for the BIGGBY COFFEE franchise system. You will pay a portion of the cost of that Policy.

We formulate and modify our specifications based on our experience in the business. Factors that we consider include quality and uniformity of products and services. Except as described above with respect to the approval of products or suppliers, we are not required to issue our specifications to our franchisees. We may issue our specifications, changes to our specifications and lists of approved products and suppliers to you through our on-line web-based communication portal (the Franchise Resource Center) or in memos or bulletins or in our Operations Manual.

Right to Refuse to Sell Products

If you commit any of the defaults listed below, we have the right to refuse to sell products to you and to cause approved and designated suppliers to refuse to sell our proprietary products to you. The defaults giving rise to this remedy include: (1) a payment due to us from you is more than 30 days past due; (2) you owe us $10,000 or more in past due payments; (3) any other default under the Franchise Agreement that has not been cured within 30 days of written notice; or (4) a payment due to an advertising cooperative or other advertising fund or to an E-card fund from you is more than 30 days past due. In addition, if you fail to satisfy all the conditions of renewal, but continue to operate your franchise business after the end of the term of the Franchise Agreement, we have the right to refuse to sell products to you and to cause approved and designated suppliers to refuse to sell proprietary products to you.

Revenues of Franchisor and Affiliates

We may derive revenue from products or services we sell to our franchisees. Also, we have the right to receive commissions or other fees from designated or approved suppliers based on sales of products or services to our franchisees. You must cooperate with us in the collection of those commissions or fees. We currently receive the following commissions from suppliers to our franchisees: $0.675 per pound on sales of coffee to our franchisees (this fee may be increased to

$1.00 per pound in the near future); and 7.5% on sales of certain bottled beverages to our franchisees. We also receive payments from suppliers to support our annual meeting of franchisees. During 2022, those payments ranged from $1,000 to $130,000.

In the year ending December 31, 2022, we received the following revenue in connection with required purchases by our franchisees: (a) $1,242,879 in gross revenue from the sale of merchandise to our franchisees, which was 7.07% of our total revenue of $17,578,068; (b) $1,257,440 in commissions and other fees from designated and approved suppliers based on sales of products to Stores, which was 7.15% of our total revenue of $17,578,068; and (c) $1,646,261 in gross revenue from the sale of POS systems and related fees (including fees for maintenance and support services), which was 9.37% of our total revenue of $17,578,068. The gross revenue from the sales of merchandise to our franchisees and the sales of POS systems is less than our costs and, consequently, result in operating losses for us. We intend to continue to subsidize the cost of these operations for the benefit of our franchisees.

Percentage of Purchases

All of your purchases from us, designated suppliers, approved suppliers or in accordance with our specifications will represent 80% to 100% of your total purchases in the establishment of your franchise and 80% to 100% of your total purchases in operating your franchise.

Cooperatives; Purchasing Arrangements; Material Benefits to Franchisees

We do not have any formal purchasing or distribution cooperatives. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees. There is a material benefit our franchisees receive based on use of designated or approved sources. Some of our suppliers provide funds to be used in connection with our annual meeting for franchisees. If you use those suppliers, you will be able to attend the annual meeting at a discounted cost.

ITEM 9—FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise and other Agreements. It will help you find more detailed information about your obligations in these Agreements and in other items of this Franchise Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 7(A) and (B) of the Franchise Agreement ("FA"); Section F of Renewal Addendum; Section G of Transfer Addendum	Items 7, 8, 11 and 17
b. Pre-opening purchases/leases	Section 7(C) of the FA; Section F of Renewal Addendum; Section G of Transfer Addendum	Items 5, 7, and 8

Obligation	Section in Agreement	Disclosure Document Item
c. Site development and other pre-opening requirements	Sections 7(C), (D), (E) and (F) of the FA; Section F of Renewal Addendum; Section G of Transfer Addendum; Section 4 of Non-Traditional Location Addendum	Items 5, 7 and 11
d. Initial and ongoing training	Section 10 of the FA; Section I of Renewal Addendum	Item 11
e. Opening	Sections 7(B) and 7(H) of the FA; Section G of Renewal Addendum; Section H of Transfer Addendum	Items 11 and 17
f. Fees	Sections 3(B), 4, 7(A), 8(N), 9, 13 (C) and 15(D) ; Sections C and D of Renewal Addendum; Sections C and E of Transfer Addendum; Section 4 of POS and Computer Systems Maintenance and Support Contract	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 2(A), 3(B), 4(J), (K), (L), and (Q), 6, 7(C), 8, 9(G), 10(B), 13(C) and 14 of the FA; Section C of Renewal Addendum; Section C of Transfer Addendum; Section 4 of Non-Traditional Location Addendum	Items 8, 11, 13 and 16
h. Trademarks and proprietary information	Sections 6 and 11 of the FA; Sections 1 and 2 of the Confidentiality Agreement (“CA”)	Items 13 and 14
i. Restrictions on products/services offered	Sections 8(B), (D) and (E) of the FA	Items 8, 11 and 16
j. Warranty and customer service requirements	Sections 8(A), (B) and (F) of the FA	
k. Territorial development and sales quotas	Not Applicable	Items 1 and 12
l. Ongoing product/service purchases	Sections 8(D) and (E) of the FA	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 3(B), 8(H) and 13(C) of the FA; Section C of Renewal Addendum; Section C of Transfer Addendum	Items 11 and 17
n. Insurance	Section 8(K) of the FA	Items 7 and 8
o. Advertising	Section 9 of the FA; Section H of Renewal Addendum; Section I of Transfer Addendum	Items 6 and 11
p. Indemnification	Section 8(N) of the FA	Item 6
q. Owner’s participation/ management/staffing	Sections 8(I) and (J) of the FA	Items 11 and 15
r. Records and reports	Sections 4(J), (K), (L), (M), and (P) and 7(C) of the FA	Not Applicable

Obligation	Section in Agreement	Disclosure Document Item
s. Inspections and audits	Sections 4(N) and (O) of the FA; Section 4 of Non-Traditional Location Addendum	Item 6
t. Transfer	Section 13 of the FA; Transfer Addendum	Item 6 and 17
u. Renewal	Section 3(B) of the FA; Renewal Addendum	Item 6 and 17
v. Post-termination obligations	Sections 11, 12 and 15 of the FA; Sections 6 and 7 of Non-Traditional Location Addendum; Sections 1 and 2 of the CA	Item 17
w. Non-competition covenants	Section 12 of the FA; Sections 1 and 2 of the CA	Item 17
x. Dispute resolution	Section 16 of the FA	Item 17

ITEM 10—FINANCING

We do not offer direct or indirect financing for your franchise. We do not guaranty any of your notes, leases or other obligations.

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

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

Before Opening

Before you open your business, we will:

1. We will review your proposed location for approval (Sections 5(A) and 7(A) of Franchise Agreement).

We will not own the location of your franchise and lease it to you. You will generally lease your franchise location from an unrelated third party. You are responsible for selection of the site of your franchise. We must also approve the site you select and we will act timely to give you notice if we disapprove of the site. The Franchise Agreement does not establish a time limit to approve or disapprove of a site. If you propose a site, we can usually give our approval or disapproval within 45 to 60 days. Among the factors we consider before approving a site are the surrounding population density, income and educational levels, vehicle traffic counts, pedestrian traffic counts, visibility, ingress and egress, space dimensions, parking availability, signage restrictions, use restrictions, and economic terms. If we cannot agree on a site and you do not obtain a site for the franchise business within 12 months of the date of the Franchise Agreement, we may terminate the Franchise Agreement and your initial franchise fee or deposit will not be refunded. However, if you anticipate that you will not obtain a site for the franchise location within

twelve months after the date of the Franchise Agreement, you may obtain a six-month extension of the deadline. In order to obtain the extension, you must, no later than 30 days before the end of the twelve month period: (1) notify us in writing that you intend to extend the deadline; and (2) pay us a nonrefundable fee of $5,000 for the extension. You may not obtain more than one six-month extension of this deadline.

2. Review the lease for your franchise location for approval. Although we have the right to review and comment on your lease for the franchise location, we will not evaluate or be responsible for the commercial reasonableness or suitability of the lease and you have those responsibilities. If you lease the franchise location, you and the landlord must sign a lease that includes provisions in the lease acceptable to the us, including the provisions in our standard Lease Addendum before you open (Section 7(B) and Appendix G of the Franchise Agreement).

3. Assist you in the construction or improvement of your location by providing our specifications for construction or improvement of the franchise location. We will have the right to inspect and approve the construction before you open the franchise business to make sure our specifications have been followed. If, in our opinion, our specifications have not been followed, you must resolve any issues to our satisfaction before opening the franchise business. This may delay the opening of your franchise business (Sections 5(B) and 7(C) of Franchise Agreement).

4. Provide our specifications and sources of supply for the equipment, fixtures, signs and initial inventory necessary for you to begin operation of the franchise business (Section 5(C) of Franchise Agreement).

5. Provide you with access to our Operations Manual for use in the operation of your franchise business (Section 5(D) of Franchise Agreement). Additional information regarding the Operations Manual is set forth below in this Item under the subheading "Operations Manual."

6. Provide an initial training program to train you in all aspects of operation of the franchise business (Sections 5(E) and 10 of Franchise Agreement). The training program is described in more detail below in this Item under the subheading "Training."

7. Provide a representative for up to five days (the specific number of days will be determined by us) to assist in the set-up and initial staff training of your franchise business (Section 5(F) of Franchise Agreement).

8. Designate the products and services to be offered by the franchise business and provide sources of supply for all products used in the franchise business (Section 5(G) of Franchise Agreement).

9. Provide guidance on the pricing of your products and services (Section 5(I) of Franchise Agreement).

10. Provide materials and guidance for grand opening advertising for the franchise business (Section 5(J) of Franchise Agreement).

Our obligations as outlined above generally will not apply if you are renewing your franchise or acquiring an existing franchise by transfer except that, on a transfer we will provide the initial training described in number 5 above (see the Renewal Addendum and Transfer Addendum).

Time of Opening

We expect franchisees to open their franchise business within six to 16 months after signing the Franchise Agreement or paying consideration to us. The main factors that we expect to affect this time period are the availability of suitable locations, the ability to obtain mutually acceptable lease terms, the need for rezoning of the location, the ability to obtain financing, the local time frame for obtaining building permits, construction delays, shortages, delayed installation of equipment, fixtures or signs, and your personal timetable. You must open for business no later than 12 months after you obtain the franchise location or we may terminate the Franchise Agreement.

During Operation

During the operation of your franchise, we will:

1. Continually provide you with access to any updates to our Operations Manual and other specifications for all aspects of the franchise business (Section 5(D) of Franchise Agreement).

2. Provide a representative for up to five days (the specific number of days will be determined by us) to assist in the initial operation of your franchise business (Section 5(F) of Franchise Agreement). This obligation does not apply on renewal or transfer (Section E of Renewal Addendum; Section F of Transfer Addendum)

3. Designate the products and services to be offered by the franchise business and continually provide you with updates in our specifications for products or services. We will also provide sources of supply for all authorized products and will review for approval any products or services or suppliers requested by you, except with respect to any Designated Products or Services (Section 5(G) and Section 8(D) of Franchise Agreement). The products and services that you are authorized or required to sell may differ from those that other Stores are authorized or required to sell based on regional differences in products and services authorized by us, sales of products or services on a limited-time-only basis that are not available to all Stores, the test marketing of products or services, or other business reasons in our discretion (Section 8(E) of Franchise Agreement).

4. Visit your franchise business during the first two months after opening and periodically visit your franchise business after that at such intervals we deem appropriate throughout the remaining term of the Franchise Agreement. During these visits, we will evaluate your operations and provide any operational advice and assistance deemed necessary by us. We will also provide reasonable operational advice and assistance to you by email, our on-line Franchise Resource Center or other internet resources or telephone, including advice on specific services or products, if requested by you (Section 5(H) of Franchise Agreement).

5. Provide guidance on the pricing of your products and services (Section 5(I) of Franchise Agreement). You must follow any maximum or minimum pricing guidelines specified by us, subject to applicable laws (Section 8(F) of Franchise Agreement).

6. Administer the advertising fund for the benefit of the BIGGBY® Trademarks and System. The advertising fund is currently administered by BIGGBY COFFEE Advertising Fund, Inc. We also will provide brand standards or other specifications for the preparation of advertising materials by you and, if we require pre-approval of advertising materials, we will review for approval any local advertising proposed by you (Sections 5(J), 9(B) and 9(G) of Franchise Agreement).

7. Indemnify you against liability to third parties resulting from claims by third parties that your use of our Trademarks infringes trademark rights of the third party, but only if (a) you have used our Trademarks in accordance with our specifications and (b) you have given notice to us of the claim within ten (10) days of receipt by you of the claim and you have tendered the defense of the claim to us (Sections 5(K) and 6(D) of Franchise Agreement).

8. Make all modifications to or substitutions of our Trademarks on a uniform basis for all similar situated franchisees in a particular market (Section 6(F) of Franchise Agreement).

9. If your initial location becomes unusable, review for approval any alternative location proposed by you (Section 7(A) of Franchise Agreement).

10. Provide our specifications for any required or voluntary maintenance or refurbishing of your location and the equipment and fixtures at your location (Sections 5(B) and 8(H) of Franchise Agreement).

11. Review proposed transferees of your franchise business for approval (Section 13(C) of Franchise Agreement).

Advertising

You must pay into an advertising fund an amount equal to the greater of $100 per week or an amount specified by us not to exceed 3% of Gross Sales (currently 3% of Gross Sales). All BIGGBY® COFFEE franchises will contribute to the advertising fund at the same rate. Although not required, if we or our affiliates operate any BIGGBY® COFFEE outlets, we will contribute to the advertising fund on the same basis as our franchisees.

The goal of the advertising fund is to maximize general public recognition and patronage of the BIGGBY® Trademarks and Systems. We may use the advertising fund to formulate, develop, create, produce, execute, support and maintain advertising and promotional materials, programs, platforms, systems, electronic media, and technology relating to marketing and to conduct, support, and maintain marketing, community relations, electronic media support and campaigns, customer loyalty programs and systems, gift card programs and systems, coupon and other promotional integration and systems, support for grand opening advertising for franchisees, marketing for direct to consumer sales, and other advertising and promotional programs, activities, and technology on a national, regional or local level as we determine at our discretion to be most effective in achieving the goals of the advertising fund. We are not required to spend your advertising fund contributions to place advertising in your local area or in any specific media. All expenses of the advertising fund will be paid from the advertising fund. We may engage the services of any advertising source or sources to formulate, develop, produce and conduct advertising and these costs will be paid by the advertising fund. The advertising fund may be used to pay us for services provided by us to the advertising fund and to reimburse us for the proportionate compensation of our employees who devote time and render services in the formation, development and production of advertising or the administration of the advertising fund. We will submit to you, on request, an annual report of the receipts and disbursements of the advertising fund, unaudited, prepared by our management, and provided in the manner we specify. Neither we nor an agency engaged by us will be liable for consequential or incidental damages resulting from administration of the advertising fund or resulting from any advertising produced or placed by or on behalf of us or you, including any claims for loss of business. There is a council composed of franchisees that advises us on advertising policies. The council is called the BIGGBY Franchise Advisory Council (FAC). Members of FAC

are selected by a nominating committee comprised of existing FAC members and our leadership. The FAC's role is advisory and has no operational or decision-making power. We have the power to form, change, or dissolve the FAC.

We have the right to incorporate the advertising fund or manage the advertising fund through a separate entity whenever we deem appropriate. We may assign some or all of our rights and duties related to the advertising fund to the separate advertising fund entity. We may change the separate advertising fund entity or assign management of the advertising fund back to us at any time in our discretion. Currently, the advertising fund is managed by BIGGBY COFFEE Advertising Fund, Inc. BIGGBY COFFEE Advertising Fund, Inc. is managed by three directors. Two of the directors are our employees and one of the directors is a franchisee representative. On request, we will provide you with a copy of the by-laws of BIGGBY COFFEE Advertising Fund, Inc.

In the year ending December 31, 2022, we collected $6,181,139 in advertising fund fees and spent $6,861,275 in the following ways: 25.15% of the advertising fund expenditures for production (including advertising and marketing technology); 56.65% for media placement (including shared advertising and development); 3.54% for merchandising; and 14.66% for administrative costs. Any materials we produce will be provided to you at no additional charge. You, however, must pay the media costs of placing any such advertising. We are not prohibited from using the advertising fund principally to solicit new franchise sales. In the year ending December 31, 2022, we did not use any of the advertising fund expenditures principally to solicit new franchise sales. If we do not use advertising fund contributions during the fiscal year in which they accrue, we will hold those funds for use in the following year.

You also must spend, on a monthly basis, for advertising in your local market, an amount specified by us not to exceed 3% of the Gross Sales of the franchise business ("minimum local advertising"). The amount specified by us for minimum local advertising may vary between franchisees depending on the type of Store operated by the franchisee and the demographics of the area in which the Store is located. You must provide documentation to our reasonable satisfaction that you have spent the required amount on local advertising. If you do not provide such documentation or do not spend the required amount on local advertising, you must pay the amount not satisfactorily documented or not spent to us on demand. These funds will be placed in the advertising fund to be used at our discretion.

In order to fulfill all or a part of your minimum local advertising obligation, you must participate in any joint advertising programs specified by us or in an advertising cooperative, if one is formed for the area in which your Store is located. If an advertising cooperative is formed, the structure of the cooperative and the governing instrument of the cooperative must be approved by us. The cooperative cannot modify the terms of your Franchise Agreement but may require you to make contributions to the cooperative in addition to any advertising fees you are required to pay to us. The cooperative will make decisions based on a majority of the votes entitled to be cast by the members of the cooperative. Each cooperative will work with us or an agency designated by us in coordinating and placing regional and local advertising for the members of the cooperative. We have the right to audit and review the books and records of each cooperative. The costs and expenses of each cooperative must be paid by that cooperative. Currently, cooperatives have required additional advertising contributions of up to 1.5% of Gross Sales. Any amounts you pay into an advertising cooperative will count towards your minimum local advertising obligations. Copies of our standard Advertising Cooperative By-Laws and Membership Agreement are attached as Exhibit F. If an advertising cooperative exists in the area in which your Store is

located, you will sign a Membership Agreement for that cooperative at the time you sign your Franchise Agreement.

You also must list and advertise your franchise business in the electronic media, classified telephone and other directories we specify, at your own expense. You must use listing templates specified or approved by us for these listings and advertising. Any amount spent by you for these listings and advertising will apply to your minimum local advertising obligations.

You must not use the internet, email addresses, internet domain names, homepages, electronic addresses, websites, social networks, mobile phone applications, tablet and other computer applications, wikis, podcasts, online forums, content sharing communities, blogging, or other social media (including but not limited to Facebook, Twitter, LinkedIn, YouTube, TikTok, Instagram) or toll-free telephone numbers or similar methods with potential local, regional, national or worldwide scope in connection with the operation and/or marketing of your franchise business, except as specified by us or with our written consent and then only in accordance with our policies and procedures. We may, at our discretion, maintain an internet site, social media, mobile phone applications, or other electronic media or toll-free telephone numbers for the franchise system and allow you to participate in those methods or the business generated by those methods under our guidelines. We will have the right to control all responses to postings by customers and the public on that site, social media and other electronic media.

All advertising by you in any medium, including signage, must be factual and dignified, must conform to the brand standards contained in our Brand Guidelines Manual and other specifications, and to the highest standards of ethical advertising practice. If specified by us, all advertising materials prepared by or for you must be approved by us in writing before being used. If we require pre-approval of advertising materials, you must submit to us for prior approval all marketing and promotion materials, including signage, prepared by you for the franchise business and not prepared by or previously approved by us. You must refrain from any business or advertising which may injure our business and the good will associated with the BIGGBY® Trademarks and the BIGGBY® Systems and other Stores. You are not allowed to advertise any products or services for your business or using the BIGGBY® Trademarks except those products or services authorized by us.

Point of Sale (POS) and Computer Systems

The items that we specify for establishing a BIGGBY® COFFEE franchise include a computerized Point of Sale ("POS") System, a computerized Back-of-House ("BoH") or Office System, and related hardware and software. You will have one or two terminals depending on your store configuration. The POS system will be networked with the BOH in your office. Optional computer systems include Internet backup hardware and subscription, digital menu signage with Signagelive, and curbside tablets. The specified computer equipment and software will be used in your business to record sales transactions, including providing a break-down of credit card, check, and cash sales, discounts, products sold, labor dollars spent, etc., be the time clock of the business (time/attendance), be the method of delivering the order to the production line, be used for online orders, be used for receipts of transactions, and be used to provide sales and other data to our home office. The cost of purchasing the POS and computer systems will range from $8,400 to $14,500. Your costs will be in the higher end of the range if your franchise location will have a two-terminal setup and/or you acquire optional computer systems.

We will have independent access to the information and data from your POS and computer systems. There are no contractual limitations on our right to access the information and data. We

may install software on your POS and computer systems and configure your POS and computer systems as necessary to allow us to retrieve information and data from the POS and computer systems.

We currently specify that our franchisees use proprietary POS and computer systems supplied by us. The POS software is owned by us and you must pay us monthly fees for use of the software. You must also obtain maintenance and support services for your POS and computer systems from us. The annual cost for optional the optional and required maintenance and support services provided by us is $1,920 to $4,950. The cost will be in the higher end of the range if your franchise location will have a two-terminal setup and/or you acquire and maintain optional computer systems. We may change the costs for these services, but we will make changes no more than once per year, and we will provide notice at least 60 days before an increase. The maintenance and support services we provide include ongoing maintenance and software upgrades and updates. We are not obligated to repair or replace equipment unless covered by our limited warranty (equipment is supported within normal and expected lifespan for the equipment based on its usage). Replacement costs for digital menu signage and curbside tablets are not included in the warranty. You must acquire the point of sale, business management, and other computer systems we specify for use in the operation of your franchise business, which may include computer hardware, software, web-based systems, licenses to use proprietary software or systems, etc. We may develop POS and computer systems and specifications for future components of the POS and computer systems in the future and may modify such specifications and components of the POS and computer systems. As part of the POS and computer systems, we may require you to obtain specified computer hardware and/or software including a license to use proprietary software developed by us or others. We may also require you to obtain maintenance and support services for the POS and computer systems from a Designated Supplier (which may be us or our affiliate) and to pay the charges for those maintenance and support services. Modification of the specifications for the components of the POS and computer systems 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 POS and computer systems during the term of the Franchise Agreement. We cannot estimate the future cost of the POS and computer systems (or additions, modifications, maintenance or support) and the cost to you to obtain the POS and computer systems may not be fully amortizable over the remaining term of the Franchise Agreement. You must obtain any components of the POS and computer systems specified by us within 60 days after receiving notice from us. We have the right to charge reasonable fees for the license, modifications to the system used by you to reflect non-standard configurations requested by you, additional modification of proprietary software that is licensed to you and other services that we or our affiliates furnish to you relating to the POS or computer systems.

Under the System as specified by us, you may be required to use the website, POS system, internet-based systems and/or other technology developed and maintained by us or on our behalf. Uses of the website, internet based systems, POS system and/or other technology may include, but are not limited to, advertising for all Stores, lists of Stores, displaying daily menus, order taking from customers, inventory control for franchisees, entering sales and other information, making schedules, projecting sales, reviewing reports, entering weekly payroll, placing orders with us or designated or approved suppliers/distributors, posting the Operations Manual and communication between us, franchisees and customers. The website, POS system, internet-based systems and/or other technology must be used by you in the franchise business and in the manner specified by us. If provided, our website, POS system and internet-based systems and their content are provided “AS-IS’. We disclaim all warranties with respect to website, POS system and internet-based systems.

You must acquire and maintain a high-speed and fixed-based internet connection with speeds at least equal to the average internet speed in the United States, which as of August 2022 was 84 Mbps download and 44 Mbps upload, for communication with us, access to our online materials, and so that we may access your computer systems remotely 24 hours a day and seven days a week. You must also acquire and maintain an e-mail address so that we may communicate with you by e-mail. If we specify, you must participate in the centralized email system that we maintain.

You must pay us monthly technology support fees in the amounts specified by us. The current monthly technology support fees are described in Item 6 and are included in the annual cost for optional and required maintenance and support services described above. We may use these fees for: expenses relating to development, maintenance, support, and warranty of hardware and software for the POS and management computer systems, digital menu systems, ordering systems and applications, cloud-based systems, remote access systems, online portals, back-up support, and other technology used in the Franchise Business; license, renewal and maintenance fees for proprietary and/or third-party software; to cover expenses relating to maintaining and servicing centralized email and data warehousing systems; and other expenses relating to technology. Although you pay technology fees to us, you may still be responsible for license fees and the expense of maintenance and updates, including service contracts, relating to POS and computer system hardware and software and other technology used in the franchise business.

You are responsible for securing the data of your customers. You must comply with the PCI Requirements in connection with your Franchise Business. We also recommend that you comply with the ISO/IEC 27000-series information security standards (or other comparable third-party information security standards) ("Information Security Standards") in connection with your Franchise Business. It is your responsibility to research and understand the PCI Requirements and Information Security Standards and to ensure that your business policies and practices comply with these requirements and standards. You must periodically participate in audits of your information technology systems and data security policies by third party auditors as specified by us. We have the right to acquire a Cyber Liability Insurance Policy for the BIGGBY COFFEE franchise system and to require you to pay a portion of the cost of the Cyber Liability Insurance Policy as determined under our policies and procedures.

Operations Manual

Our Operations Manual provides detail concerning the methods of operation of the franchise business. There are a total of 292 pages in the Operations Manual. The Table of Contents of the Operations Manual is attached as Exhibit G. You will be given a paper copy and an electronic copy or access on-line to an electronic copy of the Operations Manual after signing the Franchise Agreement. You will be provided updates as they become available. We may charge a reasonable fee for providing paper copies of updates to the Operations Manual (Section 8(B) of the Franchise Agreement).

Training

You (or if the franchisee is a corporation or other entity, a Principal and the Designated Manger—see Item 15) must complete our training program before you begin to operate your franchise business. The training program must be completed to our satisfaction. We recommend that you complete the training program within 30 to 45 days of opening your franchise business. If

your franchise business will begin operating more than 45 days after completion of the initial training program, we may require you or the applicable trainee to attend the initial training program again or to attend a refresher training program before we will authorize you to begin operating your franchise business.

The instructional materials used in our training program include training manuals and the Operations Manual. There are also quizzes and homework sheets for some classes. Heather Zink, our Training Manager, oversees our training program. Ms. Zink has been with us for 6 years and has an additional 4 years of experience in a BIGGBY Store.

The training program will be conducted without charge for up to two persons who are owners of the franchise or management employees of the franchise. We will train additional persons if you request, but we may charge a reasonable fee for each additional person trained (not to exceed $5,000). At our option, we may allow you to take the training program in parts at different times as you are available. The training program will be conducted at our facilities in East Lansing, Michigan, in BIGGBY® COFFEE Stores of our choosing, and some portions may be done virtually. You are responsible for any traveling and living expenses of you or your employees during the training program. The persons attending training may be required to sign an agreement relating to confidentiality in a form approved by us before beginning the training program (see Exhibit H and Item 14).

Your franchise business must always be under the supervision of a Designated Manager that has attended and satisfactorily completed our training program and that has been approved by one of our directors or executive officers and not later disapproved (see Item 15).

Our training program will be conducted as often as necessary to ensure that new franchisees complete training before opening their franchise business.

The following table provides additional information about the training program.

TRAINING PROGRAM

Subject	Hours of Classroom & Online Training	Hours of On-the-Job Training	Location
A. New Barista Training classes	40		Our Facilities
B. On the Job Training shifts, 1-4 (Shotpuller)		32	BIGGBY® COFFEE Store
C. On the Job Training shift 5 (Milksteamer)		8	BIGGBY® COFFEE Store
D. On the Job Training shifts 6 through 8 (Milksteamer)		24	BIGGBY® COFFEE Store
E. On the Job Training shifts 9 and 10 (Cashier)		16	BIGGBY® COFFEE Store
F. On the Job Training Shift 11 (Cashier)		8	BIGGBY® COFFEE Store
G. Manager in Training Course	8		Online
H. On the Job Training Shift 12 (Cashier)		8	BIGGBY® COFFEE Store

Subject	Hours of Classroom & Online Training	Hours of On-the-Job Training	Location
I. On the Job Training shifts 13-18 (Management On the Job Training)		48	BIGGBY® COFFEE Store
K. PERColator Training Course	8		Online
L. Final Assessment		6	Our Facilities and/or a BIGGBY® COFFEE Store

Subject Notes

A. New Barista Training classes. These sessions focus on building knowledge and understanding of our operating philosophy, safety and security policies, and our coffee, tea, specialty drink, and food menus. Hands on demonstration and practice will be conducted in the training center for all barista procedures

B. On the Job Training shifts, 1-4, scheduled during close shifts. The focus for these shifts will be the Shotpuller position.

C. On the Job Training shift 5, scheduled during close shifts. The focus for this shift will be the Milksteamer position.

D. On the Job Training shifts 6 through 8, scheduled during open shifts. The focus for these shifts will be the Milksteamer position.

E. On the Job Training shifts 9 and 10, scheduled during open shifts. The focus for these shifts will be the Cashier position, or Drive-Through Cashier, if applicable.

F. On the Job Training Shift 11, scheduled during an open shift. The focus for this shift will be the Cashier position, or Drive-Through Cashier, if applicable.

G. Manager in Training Online Course. Topics covered include: Effective Management and Human Resources, Scheduling Employees, Office Management, Policies and Procedures, Marketing, Merchandising, and Managing Inventory

H. On the Job Training Shift 12, scheduled during an open shift. The focus for this shift will be the Cashier position, or Drive-Through Cashier, if applicable.

I. On the Job Training shifts 13-18, scheduled during open shifts. The focus for these shifts will be the Manager position. Shadow the manager throughout the week, taking over their responsibilities when possible, i.e. completing the sales sheet and forecaster report, scheduling, ordering, etc.

J. PERColator Training Online Course, topics including an exploration of the PERColator position, and how to facilitate and train new baristas, and how to continue coaching your staff in your store.

K. Final Assessment. An assessment with procedural and knowledge components covering knowledge and skills gained during New Barista Training, MIT, PERColator Training, and during the On the Job Training shifts.

You and your management employees may be required to attend additional training, sales programs and meetings reasonably specified by us. We will give you reasonable notice of any additional specified training, sales programs or meetings. We may require you to complete additional training before offering new products or services from the franchise business. You may also request additional training at our regular training programs or on an on-demand basis. We may impose a reasonable charge on you for any training provided beyond the initial training program. Any training fees will be uniform as to all persons attending training at that time and will be based on our out-of-pocket expenses plus a per day rate for the training personnel. Additional training programs may be conducted in East Lansing, Michigan or at other locations specified by us. On-demand training requested by you may be provided at your location.

After beginning operation of your franchise business, you must establish and maintain a continual program of training for all employees in accordance with our specifications.

Services May be Provided by Area Representative

If we have engaged an area representative or other contractor for the area in which your franchise is located, the area representative or other contractor may perform some of the obligations described above that would otherwise be performed by us, including on-site assistance and operations support.

ITEM 12—TERRITORY

Franchise Location

You must operate your franchise business only from a specific location, which will be designated on Appendix A to the Franchise Agreement. We must approve your location and you cannot change your location without our approval. The factors we consider for approving a new location are the same factors we consider for your initial location (see Item 11).

Rights Not Exclusive

The rights granted in the Franchise Agreement relate to the sale of products over-the-counter at your franchise location. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You are not granted a minimum or maximum territory in which to operate your franchise business. As long as you provide your services from your franchise location, you are not limited in the area from which you may draw your customers. You will have no right to deliver products except that you may deliver immediately consumable products with our prior written consent. You will also have no right to solicit or conduct business through the use of toll free telephone numbers, catalogs, direct mail, internet, social media, other electronic media, or other advertising or solicitation methods not involving only sales over-the-counter at your franchise location.

Since you are not granted a territory, we are not restricted from soliciting or accepting orders from consumers near your franchise location and we are not required to pay you for soliciting or accepting any orders regardless of the geographic origin.

Reservation of Rights

All rights not expressly granted in the Franchise Agreement to you relating to the Franchise Marks and System are reserved to us, including (1) the right to operate and authorize others to operate businesses using the Franchise Marks and System, or any other trademarks or systems, at any location other than your franchise location; and (2) the right to use or authorize others to use the Franchise Marks and System, or any other trademarks or systems, in connection with any distribution method other than the operation of a Store at your franchise location, including the manufacture and sale of products at wholesale or retail, through the use of toll free telephone numbers, catalogs or direct mail, over the internet, social media, through distributors, at food stores or through any other distribution channels. Although we have the right to establish other franchise or company owned outlets with similar products or services using different marks, we have no present intention of doing so.

Franchisee Options; Additional Franchises

You will not have any options, rights of first refusal, or similar rights to acquire additional franchises within any specified territory or any contiguous territories. We may allow you to acquire additional franchises if you meet our qualifications in place at that time for acquiring a franchise and ownership of multiple locations. These qualifications may include standards of character, business experience, financial strength, credit standing, health, reputation, business ability, experience, availability of management personnel, etc.

ITEM 13—TRADEMARKS

Principal Trademarks

You must operate your franchise under our Trademarks. As of the date of this Franchise Disclosure Document, our principal Trademarks include “BIGGBY®” and “BIGGBY® COFFEE” and the logo "Black B in a Rectangle." Our affiliate, Global Orange, LLC, owns our principal trademarks. We have an exclusive license to use these trademarks in connection with the franchising of BIGGBY® COFFEE Stores. The current license is dated June 29, 2011. The term of the license is 25 years with automatic five-year renewals unless either party gives 180 days written notice. If the license is terminated, our sublicensees/franchisees have the right to continue to use the Trademarks during the term of their franchise agreements including renewals of those agreements. Except for normal quality control and trademark marking requirements, the license does not place limitations on our use and sublicensing of the Trademarks.

All required affidavits relating to our principal Trademarks have been filed. The status of the filings and federal registrations with the U.S. Patent and Trademark Office (“USPTO”) for certain Franchise Trademarks is as follows:

Trademark	Country	Application Date and Number	Registration Date and Number	Status
BIGGBY	U.S.	08/16/2007 77/253,489	08/24/2010 3,838,278	Principal Register Registration; Renewed 10/10/2019
B BIGGBY COFFEE (design)	U.S.	05/25/2011 85/329,738	01/10/2012 4,083,315	Principal Register Registration; Renewed 05/21/2021
B (design)	U.S.	02/02/2006 78/805,076	02/06/2007 3,205,543	Principal Register Registration; Renewed 03/03/2017
Caramel Marvel	U.S.	02/17/2005 78/569,419	01/31/2006 3,055,286	Principal Register Registration; Renewed 03/30/2016
Teddy Bear	U.S.	12/29/2005 78/782,086	01/16/2007 3,198,453	Principal Register Registration; Renewed 08/21/2017
Bragel	U.S.	08/12/2020 90,110,040	03/30/2021 6,307,310	Principal Register Registration
Biggby Horizontal Logo	U.S.	02/10/2020 88/791,475		Application for Registration on Principal Register -- Pending
Biggby Stacked Logo	U.S.	02/10/2020 88/791,479	10/26/2021 6,540,466	Principal Register Registration
Biggby Vertical Logo	U.S.	02/10/2020 88/791,494	10/26/2021 6,540,467	Principal Register Registration
GRABBIT 2 GO	U.S.	11/19/2012 85/782,880	02/04/2014 4,476,901	Principal Register Registration
One Bigg Island In Space	U.S.	06/04/2020 88/948,051		Application for Registration on Principal Register -- Pending
One Bigg Island In Space	U.S.	06/04/2020 88/982,581	05/24/2022 6,740,111	Principal Register Registration
Life You Love Laboratory	U.S.	03/22/2021 90/593,152	04/05/2022 6,689,944	Principal Register Registration
LifeLab	U.S.	03/22/2021 90/593,161	04/05/2022 6,689,945	Principal Register Registration
Blood Moon	U.S.	07/12/2022 97/499,654		Application for Registration on Principal Register -- Pending
BYOBlast	U.S.	07/12/2022 97/499,642		Application for Registration on Principal Register -- Pending
Biggby Blast	U.S.	07/12/2022 97/499,649		Application for Registration on Principal Register -- Pending
Electric Dragon	U.S.	07/12/2022 97/499,659		Application for Registration on Principal Register -- Pending

Trademark	Country	Application Date and Number	Registration Date and Number	Status
Green Lagoon	U.S.	07/12/2022 97/499,665		Application for Registration on Principal Register -- Pending
Scuba	U.S.	07/12/2022 97/499,672		Application for Registration on Principal Register -- Pending

The following statement applies to the trademarks in the table above that are not currently registered with the USPTO:

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expense.

Determinations, Agreements or Uses Affecting Trademarks

Except as may be described above, there are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of any state, or any court, any pending interference, opposition or cancellation proceeding nor any pending material federal or state court litigation involving our principal Trademarks. There are no agreements currently in effect that limit our rights to use or license the principal Trademarks in any manner material to your franchise. We do not know of any superior prior rights or infringing uses of the principal Trademarks that could materially affect your use of our principal Trademarks.

Franchisee's Obligations

You must use our Trademarks only in connection with the operation of your franchise business pursuant to the System and only in the manner specified in the Franchise Agreement and the Operations Manual. You must operate your franchise business under our Trademarks and under no other name or mark. You must not use our Trademarks in connection with any products or services not specifically authorized by us in writing. You must not reproduce or cause to be reproduced our Trademarks in any manner, including production on forms or invoices, in connection with advertising, marketing or promotion, or in connection with electronic media, which includes the Internet, email addresses, Internet domain names, homepages, electronic addresses, websites, social networks, mobile phone applications, tablet and other computer applications, wikis, podcasts, online forums, content sharing communities, blogging, or other social media (including but not limited to Facebook, Twitter, LinkedIn, YouTube, TikTok, Instagram), without our prior written approval. You must not use our Trademarks in your business, corporate or partnership name. However, you must register to do business under the assumed business name of "BIGGBY® COFFEE Store #___ " (for example: "BIGGBY® COFFEE Store #001").

You must promptly notify us of any unauthorized use of our Trademarks or any name or trademark confusingly similar to our Trademarks or any claim or litigation against you involving the Trademarks. We may, at our discretion, take any affirmative action necessary to protect our Trademarks. We have the right to control any actions involving our Trademarks, although you must

cooperate fully in those actions. We will indemnify you against liability to third parties resulting from claims that your use of the Trademarks infringes trademark rights of the third party, but only if you have used our Trademarks in accordance with our specifications and you provide notice to us of the claim within 10 days of the claim and tender the defense of the claim to us. Otherwise, the Franchise Agreement does not require us to participate in your defense and/or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Trademarks or if the proceeding is resolved unfavorably to you.

Modification of Trademarks

We may, at our discretion, change our Trademarks, including adding, discontinuing or modifying the Trademarks, or substituting different Trademarks. We may make these changes because of the rejection of any pending registrations or the revocation of any registrations of the Trademarks, or due to the rights of senior users, or for other business reasons, except that we must make all such changes in the authorized Trademarks on a uniform basis for all similarly situated franchise businesses in a particular market. If we change our Trademarks, you will have the right to use the modified Trademarks and you will have the obligation to make those changes at your expense.

ITEM 14—PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any patents that are material to your franchise. We do not have any pending patent applications that are material to your franchise. We claim copyright protection for our Operations Manual and similar materials, although these materials are not registered with the U.S. Registrar of Copyrights.

Proprietary Information

The Operations Manual and other aspects of the System are considered proprietary and confidential. You must use the Operations Manual and the other aspects of our System only as provided in the Franchise Agreement. You must not use our Operations Manual or any other aspect of our System in any unauthorized manner and you must take reasonable steps to prevent disclosure of this information to others. We may require that you have your employees sign an agreement relating to confidentiality before disclosing confidential information to them. This agreement must be in a form approved by us and we have the right to be a third-party beneficiary of that agreement with independent enforcement rights. Attached as Exhibit H is a form of Confidentiality Agreement approved by us for use by our franchisees. We provide this form as an example of the form of agreement acceptable to us; however, we do not represent or suggest that this is the appropriate form for use by you or that the form complies with the applicable laws in your jurisdiction. You should have any employee confidentiality and/or noncompetition agreement forms you intend to use reviewed by your attorney to ensure the form provides you with the protections that you desire and that the form complies with the applicable laws in your jurisdiction.

Determinations, Agreements or Uses Affecting Proprietary Information

There are no currently effective material determinations of the copyright office or any court regarding any of our copyrighted or confidential materials. There are no agreements currently in effect that limit our rights to use or license the copyrighted materials or any of our confidential

information. We do not know of any superior prior right or infringing uses of our copyrighted materials or our confidential information that could materially affect your use of those materials or information.

Defense of Copyrights and Confidential Information

We are not required by any agreement to protect or defend our copyrights or confidential information or to take affirmative action when notified of infringement of our copyrights or confidential information or to defend you against claims arising from our use of copyrighted or confidential information, although we intend to protect our System. If there is litigation involving our copyrights or confidential information, we would have the right to control that litigation. We do not have an obligation under the Franchise Agreement to participate in your defense or to indemnify you for expenses or damages in a proceeding involving a copyright or confidential information licensed to you.

Modification of Copyrights and Confidential Information

We may, at our discretion, modify our copyrights and confidential information. If we modify our copyrights or confidential information, you will have the right under the Franchise Agreement to use the modified materials and you will have the obligation to make changes specified by us at your expense.

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

Your franchise business must, at all times, be under the direct supervision of a manager (the “Designated Manager”). The Designated Manager must: (i) be personally responsible for the franchise business at all times; (ii) personally exercise their best efforts to market the franchise business, maximize customer satisfaction, and be on the floor of the franchise business working a position behind the espresso bar for a minimum of six hours a day, five days a week. If this is your first Store, and depending on your prior business experience, at least one of the persons designated in Item 5 on Appendix A of the Franchise Agreement ("Principal"), may be required to be the Designated Manager of the franchise business for up to one year after beginning operation. If, after the required period (or if this is not your first Store), you decide not to be the Designated Manager of the franchise business at all times, then you must designate a full-time, on-premises manager that has been approved by us to be the Designated Manager for the franchise business.

The Designated Manager must meet the following requirements before beginning to serve as Designated Manager for your franchise business: (1) the Designated Manager must have successfully completed the initial training program and any retraining or refresher training programs specified by us; and (2) the Designated Manager must be approved by one of our directors or executive officers. We may revoke approval of a Designated Manager, in which case you must replace the Designated Manager within 30 days with a person who meets these requirements. If you or a Principal is not the Designated Manager, the Designated Manager must be under your or one of your Principals direct supervision. If you desire to change the approved Designated Manager, you must notify us in writing as least 30 days before employing a new Designated Manager. It is your responsibility to ensure that you franchise business is always under the supervision of an approved Designated Manager. A failure by you to have your franchise business under the supervision of an approved Designated Manager is a material default under the Franchise Agreement. A Designated Manager other than you or a Principal need not have any

equity interest in the franchise. As described in Item 14, we require your Designated Manager to sign an agreement relating to confidentiality in a form approved by us (see Exhibit H). If the franchisee is a corporation, partnership or other entity, the owners of the franchisee must personally guaranty all of the franchisee's obligations to us (see the Obligations and Representations of Individual Interested Parties attached to the Franchise Agreement as Appendix B and the Guaranty attached to the Franchise Agreement as Appendix D). We do not require a guaranty from the spouses of owners.

ITEM 16—RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell all products and services specified by us. You may not offer any products or services that we have not authorized (see Items 8 and 9). We have the right to change the authorized products and services and there are no limits on our right to make changes. The products and services that you are authorized or required to sell may differ from those that other Stores are authorized or required to sell based on regional differences in products and services authorized by us, sales of products or services on a limited-time-only basis that are not available to all Stores, the test marketing of products or services, or other business reasons in our discretion. You are required to only sell your products and services over-the-counter at your franchise location except that you may deliver immediately consumable products with our prior written consent. You will have no right to solicit or conduct business through the use of toll-free telephone numbers, catalogs, direct mail, internet, social media or other advertising or solicitation methods not involving only sales over-the-counter at the franchise location. All rights not expressly granted in the Franchise Agreement to you relating to the Trademarks and System are reserved to us, including (1) the right to operate and authorize others to operate businesses using the Trademarks and System, or any other trademarks or system, at any location other than your franchise location, and (2) the right to use or authorize others to use the Trademarks and System, or any other trademarks or system, in connection with the manufacturer and sale of products at wholesale or retail, through the use of toll free telephone numbers, catalogs, direct mail, over the internet, through social media or other electronic media, or through other distribution channels.

ITEM 17—RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise and related Agreements. You should read these provisions in the Agreements attached to this Franchise Disclosure Document.

Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 3(A) of Franchise Agreement; Section D of Transfer Addendum; Section 5 of Non-Traditional Location Addendum	Generally 10 years but may vary depending on the term of the lease or license for the franchise location

Provision	Section in Agreement	Summary
b. Renewal or extension of the term	Section 3(B) of Franchise Agreement; Renewal Addendum; Section D of Transfer Addendum	10 years
c. Requirements for you to renew or extend	Section 3(B) of Franchise Agreement; Section C of Renewal Addendum	You and your affiliates: are not in default of any agreements with us; receive a written acknowledgment from each of our department heads that you are in compliance with the Franchise Agreement and all operating standards and specifications; provide notice; provide proof that you are able to maintain possession of franchise location; refurbish, update, upgrade, construct and/or improve the franchise location and the equipment and fixtures at the franchise location in compliance with our then applicable specifications and standards at least 30 days before the date of renewal; satisfy any additional training; sign a general release; sign the current Franchise Agreement; pay renewal fee; comply with current standards; and we approve the renewal. As a condition of renewal, you may be asked to sign a Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by you	Section 14(A) of Franchise Agreement	If we materially breach the Agreement and do not cure after notice.
e. Termination by us without cause	None	
f. Termination by us with cause	Sections 14(B), (C), (D), (E) and (F) of Franchise Agreement; Section J of Renewal Addendum; Section J of Transfer Addendum; Section 6 of Non-Traditional Location Addendum	If you materially breach the Agreement or commit any one of several listed violations.
g. “Cause” defined—curable defaults	Section 14(E) of Franchise Agreement; Section J of Renewal Addendum; Section J of Transfer Addendum	Notice and cure period is 10 days for monetary defaults and 30 days for other defaults.

Provision	Section in Agreement	Summary
h. “Cause” defined—non-curable defaults	Sections 14(C) and (D) of Franchise Agreement	Non-curable defaults before opening include: failure to obtain a location, complete training, obtain permits, pay amounts due or obtain financing. Non-curable defaults after opening include: willful misrepresentations; unapproved assignments; conviction of crime; repeat defaults; assessed operational standards fees multiple times; abandonment; health or safety hazards; or any materially adverse conduct.
i. Your obligations on termination/ non-renewal	Section 15 of Franchise Agreement; Section 6 of Non-Traditional Location Addendum	Complete de-identification, deliver signage and other items bearing our trademarks to us, cease using proprietary information, transfer of telephone numbers, websites, email addresses and other electronic media, payment of amounts due.
j. Assignment of contract by us	Section 13(G) of Franchise Agreement	No restriction on our right to assign if adequate provision has been made for providing further required contractual services.
k. “Transfer” by you—defined	Section 13(A) of Franchise Agreement	Includes transfer of interest in franchise, interest in the corporation or other business entity or assets of the franchise. Transfers before you open your business and sublicensing of your rights are not permitted transfers.
l. Our approval of a transfer by you	Sections 13(A) and (C) of Franchise Agreement	You must have our written consent to transfer your franchise. We will not unreasonably withhold consent to a permitted transfer.
m. Conditions for our approval of the transfer	Section 13(C) of Franchise Agreement	The proposed transferee meets the conditions we have set for any new franchisee; if the proposed transferee is an existing franchisee, the proposed transferee must be in compliance with all obligations to us and with all operating standards; all amounts are paid; release signed by you; the new franchisee completes training; the new franchisee signs, at our option, a new Franchise Agreement on the standard form in use by us at the time of the transfer or an assumption of the existing Franchise Agreement; transfer fee paid; new franchisee agrees to refurbish, update, upgrade, construct and/or improve the

Provision	Section in Agreement	Summary
		franchise location and the equipment and fixtures at the franchise location in compliance with our then applicable specifications and standards.
n. Our right of first refusal to acquire your business	Section 13(B) of Franchise Agreement	We can match any offer for the purchase of your business.
o. Our option to purchase your business	Section 15(C) of Franchise Agreement	We have the option to purchase your business for fair market value on termination or expiration of your franchise.
p. Your death or disability	Section 13(D) of Franchise Agreement	Your estate may operate the franchise if we approve a manager; we have an option to operate the franchise for your estate.
q. Non-competition covenants during the term of the franchise	Section 12(A) of Franchise Agreement	No involvement in competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 12(B) of Franchise Agreement	No competing business for 2 years within two miles of former location or any other BIGGBY® COFFEE Store.
s. Modification of Franchise Agreement	Section 19(H) of Franchise Agreement	No modifications unless in writing, but specifications subject to change by us.
t. Integration/merger clause	Section 19(H) of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law); however, no claim made in a Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	Section 16(B) of Franchise Agreement	Litigation must be in Michigan (subject to state law).
w. Choice of law	Section 16(A) of Franchise Agreement	Michigan law applies (subject to state law).

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT L TO THIS FRANCHISE DISCLOSURE DOCUMENT.

TERMINATION OF THE FRANCHISE AGREEMENT ON BANKRUPTCY OR INSOLVENCY MAY NOT BE ENFORCEABLE UNDER FEDERAL BANKRUPTCY LAW (11 U.S.C. § 101 ET SEQ.).

ITEM 18—PUBLIC FIGURES

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

ITEM 19—FINANCIAL PERFORMANCE REPRESENTATIONS

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

Charts 1 and 2 below provide average and median annual Gross Sales information for Stores in 2022. Chart 1 provides that information for Stores with a drive-thru (including modular, B-Cubed, site built drive-thru only, and leasehold whitebox with drive-thru) Chart 2 provides that information for non-drive thru Stores (lobby only leasehold whitebox). Chart 3 provides average and median Gross same-store Sales growth for drive-thru Stores (including modular, B-Cubed, site built drive-thru only, and leasehold whitebox with drive-thru) for 2022. Chart 4 below provides average and median Gross same-store Sales growth for non-drive-thru Stores (lobby only leasehold whitebox) for 2022. For Chart 3, there was 1 Store that was excluded due to being closed and reopened in 2022, which caused misleading growth percentages for 2022. Charts 5 and 6 below provide a reasonable analysis of 2022 Store financial performance. The dataset used for the analysis in Charts 5 and 6 includes only those Stores that self-reported Store financial performance. We excluded kiosk Stores, Stores not open 7 days a week, Stores closed more than 30 consecutive days in 2022, and 4 Stores that reported non-representative data. The ultimate dataset used for Charts 5 and 6 includes 149 Stores. Chart 5 includes only Stores with a drive-thru and Chart 6 includes only Stores without a drive-thru. We organized Charts 5 and 6 by quartile and report each number as the average number in each quartile. We also disclose the average, median, and range for each quartile and all Stores included in the dataset for Unit Sales, Operating Income, and EBITDA.

The information in the Charts is a historical financial performance representation based on subsets of our franchise system's existing outlets and on the assumptions and notes described below. The financial information from our Stores has not been audited and we do not know if the information was prepared in accordance with generally accepted accounting principles (GAAP).

Please carefully read all information in this Item 19, including the Notes before and after the Charts and the Caution and other statements following the Charts. Those assumptions, notes and statements explain the information and limitations on the information contained in the Charts.

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

Notes and Definitions for Charts

1. As of December 31, 2022, there were 334 franchised Stores in operation.

For Charts 1 and 2, we used revenue information from a subset of 262 of our 334 franchised Stores in operation at the end of 2022 that were in operation for at least 13 months at the end of 2022, other than kiosk Stores (kiosk Stores are Stores that are housed inside another retail business operation) and Stores that were not open seven days a week. Chart 1 includes 195 Stores with a drive-thru, and Chart 2 includes 67 Stores without a drive-thru.

For Charts 3 and 4, we used Gross same-store Sales growth information from a subset of 261 of the 262 franchised Stores included in Charts 1 and 2. We excluded 1 Store that was closed for more than 40 days in 2021 because it produced misleading growth percentages for 2022. Chart 3 includes 194 Stores that have a drive-thru and Chart 4 includes 67 Stores without a drive-thru.

For Chart 5 and Chart 6, we used revenue and expense information from a subset of 149 of our 334 franchised Stores in operation at the end of 2022. We believe these 149 Stores provide us with consistent and accurate revenue and expense data and are a reasonable representation of our franchise system. The Stores represented in the Charts may differ materially from a Store that may be operated by you because these Stores have been operated for a longer period of time and by a more experienced operator.

2. Cup Count is the average number of beverages sold per day per Store.

3. Unit Sales include all revenues from the franchise business before discounts and excludes sales tax.

4. Discount Amount is the value of applied promotional discounts.

5. Gross Sales is Unit Sales minus Discount Amount.

6. Cost of Goods Sold is the total amount paid as a cost directly related to the sale of products.

7. Operating Income is equal to Gross Sales minus Cost of Goods Sold.

8. Labor includes employee, manager, hiring & training, worker's comp insurance, and payroll taxes; and excludes officer/guaranteed payments, health insurance/retirement, and management fees.

9. Operations includes chemicals, smallwares, freight, maintenance, and repairs.

10. Administration includes dues & subscriptions, office supplies, postage, rent, CAM, and property taxes; and excludes travel, entertainment, and miscellaneous operations.

11. Services includes laundry & uniforms, bank service charges, credit card processing, insurance, license & permit fees, professional services, delivery fees, miscellaneous expenses, utilities, and telephone & internet.

12. Marketing & Fees includes advertising, royalty fees, and technology fees.

13. Operating Expenses is total of Labor, Operations, Administration, Services, and Marketing & Fees.

14. EBITDA is Operating Income minus Operating Expenses, and excludes miscellaneous income, interest, taxes, depreciation, and amortization.

15. Profit Margin is EBITDA divided by Gross Sales.

16. 25 Stores had Gross Sales over $1,000,000 in 2022.

17. 1 Store had Gross Sales over $1,000,000 in 2022.

Chart 1: Drive-Thru Gross Sales for 2022

	Number of stores	Average Gross Sales	Number and % at or Above Average		Median Gross Sales	Highest Gross Sales	Lowest Gross Sales
Systemwide	195	$750,029	91	47%	$730,087	$1,419,456[16]	$353,761
Top Quarter	49	$1,015,792	24	49%	$1,009,876	$1,419,456	$853,999
Upper Middle	49	$789,531	28	57%	$794,283	$848,285	$730,087
Lower Middle	48	$674,684	24	50%	$674,239	$727,185	$611,948
Bottom Quartile	49	$518,573	29	59%	$530,597	$611,054	$353,761

Chart 2: Non-Drive-Thru Gross Sales for 2022

	Number of stores	Average Gross Sales	Number and % at or Above Average		Median Gross Sales	Highest Gross Sales	Lowest Gross Sales
Systemwide	67	$528,492	29	43%	$517,348	$1,071,339	$305,092
Top Quarter	17	$722,038	7	41%	$707,232	$1,071,339[17]	$618,262
Upper Middle	17	$551,686	8	47%	$549,779	$601,143	$517,348
Lower Middle	16	$466,495	7	44%	$462,632	$506,947	$424,321
Bottom Quartile	17	$370,102	9	53%	$376,092	$424,199	$305,092

Chart 3: Drive-Thru Gross Same-Store Sales (SSS) Growth for 2022

	Number of stores	Average Gross SSS Growth %	Average Gross SSS Growth $	Number and % at or Above Average		Median Gross SSS Growth %	Median Gross SSS Growth $
Systemwide	194	7.23%	$24,195	72	37%	3.95%	$24,271
Top Quartile	49	30.01%	$112,546	14	29%	21.19%	$94,210
Upper Middle	48	7.57%	$50,554	21	44%	7.16%	$49,728
Lower Middle	49	0.51%	$4,016	24	49%	0.50%	$2,454
Bottom Quartile	48	-9.49%	-$71,758	28	58%	-8.44%	-$58,729

Chart 4: Non-Drive-Thru Gross Same-Store Sales (SSS) Growth for 2022

	Number of stores	Average Gross SSS Growth %	Average Gross SSS Growth $	Number and % at or Above Average		Median Gross SSS Growth %	Median Gross SSS Growth $
Systemwide	67	13.90%	$54,505	28	42%	12.40%	$49,609
Top Quartile	17	32.69%	$119,677	4	24%	26.00%	$116,445
Upper Middle	16	15.74%	$65,956	7	44%	14.94%	$61,597
Lower Middle	17	8.98%	$45,021	10	59%	9.74%	$45,777
Bottom Quartile	17	-1.70%	-$11,620	11	65%	1.00%	$4,686

Chart 5: Statement of Drive-Thru Sales, Expenses, and Earnings for 2022

Drive-Thru Store	**Top Quartile**	**Upper Middle**	**Lower Middle**	**Bottom Quartile**	**All Stores**
Store Count	*28*	*28*	*28*	*28*	*112*
Average Cup Count [2]	*479*	*375*	*320*	*243*	*354*
Unit Sales [3]	$ 1,210,208	$ 923,645	$ 783,181	$578,781	$873,954
Discount Amount [4]	177,063	136,885	103,886	76,248	123,521
Gross Sales [5]	1,036,804	786,760	679,295	502,532	751,348
Cost of Goods Sold [6]	322,946	246,917	218,212	156,300	236,094
Operating Income [7]	713,858	539,843	461,083	346,233	515,254
Expenses					
Labor [8]	309,212	243,574	220,459	168,917	235,540
Operations [9]	18,821	17,199	14,571	13,460	16,013
Administration [10]	39,934	42,634	42,927	40,877	41,593
Services [11]	78,353	66,005	57,596	45,638	61,898
Marketing & Fees [12]	111,022	85,632	74,810	59,320	82,696
Total Operating Expenses [13]	557,342	455,044	410,363	328,211	437,740
EBITDA [14]	156,516	84,799	50,720	18,022	77,514
Profit Margin [15]	*15.1%*	*10.8%*	*7.5%*	*3.6%*	*10.3%*
Unit Sales [3]					
Median	1,169,733	919,194	787,348	606,472	852,526
High	1,688,937	993,422	851,709	691,196	1,688,937
Low	996,321	853,344	695,123	415,926	415,926
Stores / % >= average	*10 / 36%*	*13 / 46%*	*16 / 57%*	*16 / 57%*	*54 / 48%*
Operating Income [7]					
Median	699,312	537,989	459,421	348,938	502,395
High	993,845	605,174	538,126	438,446	993,845
Low	566,179	471,926	371,561	242,641	242,641
Stores / % >= average	*13 / 46%*	*14 / 50%*	*13 / 46%*	*14 / 50%*	*52 / 46%*
EBITDA [14]					

Drive-Thru Store	Top Quartile	Upper Middle	Lower Middle	Bottom Quartile	All Stores
Median	131,960	84,788	52,231	12,235	70,640
High	385,647	208,879	144,480	81,753	385,647
Low	23,199	(35,329)	(33,385)	(48,677)	(48,677)
Stores / % >= average	*13 / 46%*	*14 / 50%*	*14 / 50%*	*13 / 46%*	*50 / 45%*

Chart 6: Statement of Non-Drive-Thru Sales, Expenses, and Earnings for 2022

Non-Drive-Thru Stores	Top Quartile	Upper Middle	Lower Middle	Bottom Quartile	All Stores
Store Count	*9*	*9*	*9*	*10*	*37*
Average Cup Count [2]	*355*	*256*	*224*	*191*	*255*
Unit Sales [3]	$ 845,827	$ 637,503	$ 548,754	$ 449,522	$ 615,783
Discount Amount [4]	134,583	90,390	80,338	51,820	88,270
Gross Sales [5]	711,244	547,113	468,416	397,702	527,513
Cost of Goods Sold [6]	231,997	178,088	145,505	131,464	170,674
Operating Income [7]	479,247	369,025	322,910	266,238	356,838
Expenses					
Labor [8]	211,229	180,345	159,952	151,147	175,006
Operations [9]	15,050	11,999	13,495	9,061	12,311
Administration [10]	31,545	39,382	38,434	35,772	36,269
Services [11]	57,104	58,219	44,066	42,520	50,262
Marketing & Fees [12]	78,149	57,971	51,547	43,455	57,393
Total Operating Expenses [13]	393,077	347,917	307,495	281,955	331,242
EBITDA [14]	86,170	21,108	15,415	(15,717)	25,596
Profit Margin [15]	*12.1%*	*3.9%*	*3.3%*	*-4.0%*	*4.9%*
Unit Sales [3]					
Median	835,376	628,965	547,416	450,856	580,735
High	950,814	701,103	580,735	507,976	950,814
Low	707,441	583,422	508,426	377,698	377,698
Stores / % >= average	*4 / 44%*	*4 / 44%*	*4 / 44%*	*5 / 56%*	*16 / 43%*
Operating Income [7]					
Median	462,635	362,025	321,734	273,250	350,600
High	572,718	414,517	361,376	326,214	572,718
Low	389,656	346,842	296,445	216,810	216,810
Stores / % >= average	*4 / 44%*	*4 / 44%*	*4 / 44%*	*5 / 67%*	*17 / 46%*
EBITDA [14]					
Median	82,690	26,706	11,264	(16,477)	24,903
High	200,635	88,530	63,927	38,882	200,635
Low	23,815	(21,751)	(23,702)	(68,498)	(68,498)
Stores / % >= average	*3 / 33%*	*5 / 56%*	*4 / 44%*	*5 / 56%*	*18 / 49%*

Notes Relating to Charts 5 and 6

1. EBIDTA and Profit Margin do not reflect the actual potential net income of a Store and should not be relied on in calculating profitability. There are a number of fixed and variable costs associated with a Store, not all of which are reflected in the information above and that vary among individual Stores. These expenses, which are likely to be significant, include, but are not limited to, the following: the certain costs listed above, costs described in Items 6 and 7 of this disclosure document; interest or finance charges if you finance some or all of the cost of the franchise; depreciation on property and equipment; additional occupancy costs; Store supplies; credit card fees; worker's compensation and general liability insurance; taxes; accounting and legal fees and general administrative expenses; any pre-opening or amortization of organization costs; costs associated with regulatory compliance; fringe benefits; and certain repairs and maintenance. We strongly encourage you to consult with your financial advisors in reviewing the table and, in particular, in estimating the categories and amount of additional expenses you will incur in establishing and operating a Store.

2. You should also be aware that the financial performance of any particular Store might be affected by a number of factors that may vary due to the individual characteristics of the Store. These factors include, but are not limited to: competition from other restaurants; appreciation and acceptance of the products offered by your Store in the community in which your Store is located; your efforts; your experience; the quality and effectiveness or your managerial skills; and your decisions with respect to location, additional advertising programs, personnel and cost controls; geographic and socioeconomic conditions in you locality; business cycles; the performance of the local, national and world economy.

Caution

Some franchises have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a franchised Store.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income from an employee of Global Orange, you should report it to the franchisor's management by contacting John Gilkey, 2501 Coolidge Road, #302, East Lansing, Michigan 48823, 517-482-8145, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20—OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary For Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised[(1)]	2020	239	245	+6
	2021	245	281	+36
	2022	281	334	+53
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**239**	**245**	**+6**
	2021	**245**	**281**	**+36**
	2022	**281**	**334**	**+53**

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor) For Years 2020 to 2022

State	Year	Number of Transfers
Florida	2020	0
	2021	0
	2022	0
Georgia	2020	0
	2021	0
	2022	0
Idaho	2020	0
	2021	0
	2022	0
Illinois	2020	0
	2021	0
	2022	0
Indiana	2020	0
	2021	1
	2022	2
Kentucky	2020	0
	2021	0
	2022	0
Michigan	2020	4
	2021	10
	2022	10
New Jersey	2020	0
	2021	0

State	Year	Number of Transfers
	2022	0
North Carolina	2020	0
	2021	0
	2022	0
Ohio	2020	0
	2021	1
	2022	1
South Carolina	2020	1
	2021	0
	2022	0
Texas	2020	0
	2021	0
	2022	0
Wisconsin	2020	0
	2021	0
	2022	1
Totals	**2020**	**5**
	2021	**12**
	2022	**14**

Table No. 3

Status of Franchised Outlets For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Re-acquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of Year
Florida	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Georgia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Idaho	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Illinois	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Indiana	2020	10	2	0	0	0	1	11
	2021	11	3	0	0	0	0	14
	2022	14	7	0	0	0	0	21
Kentucky	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	3	0	0	0	0	9

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Re-acquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of Year
Michigan	2020	195	7	0	0	0	11	191
	2021	191	23	0	1	0	1	212
	2022	212	29	0	0	0	4	237
New Jersey	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
North Carolina	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Ohio	2020	22	6	0	0	0	1	27
	2021	27	8	0	0	0	0	35
	2022	35	14	0	0	0	1	48
South Carolina	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Texas	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Wisconsin	2020	3	1	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	2	0	0	0	0	7
Totals	**2020**	**239**	**19**	**0[1]**	**0**	**0**	**13**	**245**
	2021	**245**	**38[2]**	**0[3]**	**1**	**0**	**1[4]**	**281**
	2022	**281**	**59[5]**	**1[6]**	**0**	**0**	**5[7]**	**334**

(1) 1 Franchise Agreement for a franchise in Illinois, 3 Franchise Agreements for franchises in Indiana, and 1 Franchise Agreement for a franchise in Wisconsin were terminated by mutual agreement during 2020. These terminations are not reflected in Table 3 because the outlets were never opened.

(2) 2 locations in Michigan and 1 location in Ohio re-opened after closing with plans to reopen.

(3) 1 Franchise Agreement for a franchise in Arizona, 1 Franchise Agreement for a franchise in Indiana, 1 Franchise Agreement for a franchise in Florida, and 3 Franchise Agreements for franchises in Michigan were terminated by mutual agreement during 2021. These terminations are not reflected in Table 3 because the outlets were never opened.

(4) 1 location in Michigan closed with plans to re-locate and re-open.

(5) 1 location in Ohio re-opened after closing with plans to relocate and reopen.

(6) 3 Franchise Agreements for franchises in Florida, 1 Franchise Agreement for a franchise in Idaho, 1 Franchise Agreement for a franchise in Illinois, 2 Franchise Agreements for franchises in Kentucky, 5 Franchise Agreements for franchises in Michigan, 2 Franchise Agreements for franchises in North Carolina, 5 Franchise Agreements for franchises in Ohio, 1 Franchise

Agreement for a franchise in Tennessee, and 2 Franchise Agreements for franchises in Wisconsin were terminated by mutual agreement during 2022. These terminations are not reflected in Table 3 because the outlets were never opened.

(7) 3 locations in Michigan and 1 location in Ohio closed with plans to re-locate and re-open.

Table No. 4

Status of Company-Owned Outlets For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
None	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5

Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Outlets Not Yet Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	0	0
Florida	6	3	0
Georgia	1	0	0
Idaho	0	0	0
Illinois	12	3	0
Indiana	13	13	0
Kentucky	4	6	0
Michigan	52	40	0
New Jersey	0	0	0
North Carolina	5	4	0
Ohio	30	26	0
South Carolina	2	1	0
Tennessee	2	2	0
Virginia	2	2	0
Wisconsin	6	5	0
Totals	**127**	**105**	**0**

The information in the tables is as of December 31st of each year.

The names, addresses and telephone numbers of all BIGGBY® COFFEE franchises as of April 30, 2023, are listed on Exhibit I. A list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the calendar year 2022 or who has not communicated with us within ten weeks of our application date (or the date of this Franchise Disclosure Document, if this Franchise Disclosure Document is not for use in a state requiring registration of franchises) is attached as Exhibit J. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not had franchisees sign confidentiality clauses within the last three fiscal years restricting their ability to speak openly about their experience with our franchise system.

There is a council composed of franchisees that advises us on advertising policies. The council is called the BIGGBY Franchise Advisory Council. New members are nominated and approved by a vote of the existing members of the Franchise Advisory Council and our leadership. The Franchise Advisory Council's role is advisory and the council has no operational or decision-making power. There is no separate address, telephone number, email address, or web address for the Franchise Advisory Council. Other than the Franchise Advisory Council, there are no trademark-specific franchisee organizations associated with our franchise system that have been created, sponsored or endorsed by us or that have asked to be included in our Franchise Disclosure Document.

ITEM 21—FINANCIAL STATEMENTS

Our financial statements listed below are attached as Exhibit K.

- Audited consolidated balance sheets as of December 31, 2022, December 31, 2021, and December 31, 2020 and the related consolidated statements of income, changes in members' equity (deficit) and cash flows for the years ending December 31, 2022, December 31, 2021, and December 31, 2020.

ITEM 22—CONTRACTS

The following contracts are attached to this Franchise Disclosure Document:

- Franchise Agreement -- Exhibit B
- Addendum to Franchise Agreement-Renewal – Exhibit C
- Addendum to Franchise Agreement-Transfer – Exhibit D-1
- Franchise Surrender and Release Agreement-Transfer – Exhibit D-2
- Addendum to Franchise Agreement for Co-Brand Location – Exhibit E-1
- Addendum to Franchise Agreement for Satellite Location – Exhibit E-2

- Addendum to Franchise Agreement for Complementary Locations – Exhibit E-3
- Advertising Cooperative By-Laws and Membership Agreement – Exhibit F
- Confidentiality Agreement -- Exhibit H

ITEM 23—RECEIPTS

Two copies of a Receipt of this Franchise Disclosure Document, including all Exhibits, are attached as Exhibit M. You must date and sign one copy of the Receipt and deliver it to us.

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	California Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866) 275-2677	California Commissioner of Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Illinois Office of Attorney General Franchise Bureau 500 South Second St. Springfield, IL 62706 (217) 782-4465	Illinois Office of Attorney General Franchise Bureau 500 South Second St. Springfield, IL 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State Securities Division 302 West Washington Street Room E-111 Indianapolis, IN 46204 (317) 232-6681
MARYLAND	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-7042	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, Maryland 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 (517) 335-7567	Mike McFall 2501 Coolidge Rd., Suite 302 East Lansing, Michigan 48823
MINNESOTA	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, New York 10005 (212) 416-8285	New York Secretary of State 99 Washington Avenue Albany, New York 12231

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-2910	Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-2910
RHODE ISLAND	State of Rhode Island and Providence Plantations Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex Bldg 69-1 Cranston, Rhode Island 02920 (401) 462-9527	Director of Rhode Island Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex, Bldg 69-1 Cranston, Rhode Island 02920
SOUTH DAKOTA	South Dakota Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	South Dakota Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051	State Corporation Commission Clerk's Office 1300 E. Main Street, First Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division PO Box 9033 Olympia, Washington 98507-9033 (360) 902-8760	Department of Financial Institutions Securities Division PO Box 9033 Olympia, Washington 98507-9033 (360) 902-8760
WISCONSIN	Department of Financial Institutions Division of Securities 4th Floor 345 W. Washington Avenue Madison, Wisconsin 53703 (608) 266-1064	Department of Financial Institutions Division of Securities 4th Floor 345 W. Washington Avenue Madison, Wisconsin 53703 (608) 266-1064

FRANCHISE AGREEMENT

EXHIBIT B

GLOBAL ORANGE DEVELOPMENT, LLC

FRANCHISE AGREEMENT

TABLE OF CONTENTS

SECTION 1 - Introduction 1
(A) Franchise System. 1
(B) Trademarks. 1
(C) Franchise Owner's Desire to Obtain a Franchise. 1

SECTION 2 - Grant of Franchise 1
(A) Grant of Franchise. 1
(B) Limitations and Reservation of Rights 2

SECTION 3 - Term and Option 2
(A) Term. 2
(B) Option of Franchise Owner. 2

SECTION 4 - Fees, Reports, Access, Audit, Security Interest 4
(A) Initial Franchise Fee. 4
(B) Royalty. 4
(C) Advertising Fund Contributions. 5
(D) Technology Services Fees. 5
(E) Annual Conference Fees. 5
(F) Payment of Other Amounts Owed to the Company. 6
(G) Due Date of Payments; Late Charge and NSF Fees; Interest. 6
(H) Manner and Timing of Payment. 6
(I) No Setoff. 6
(J) POS Systems; Access to and Use of Information. 7
(K) Reports and Financial Information. 7
(L) Records of Operation. 8
(M) Customer Information. 9
(N) Inspection by the Company; Shopping Service. 9
(O) Access to Records and Audit by the Company. 10
(P) Credit Reports and Background Checks. 10
(Q) Operational Standards Fee 11
(R) Security Interest. 11

SECTION 5 - Services Provided to Franchise Owner 12
(A) Approval of Location. 12
(B) Construction and Improvements. 12
(C) Equipment, Fixtures, Signs and Inventory. 12
(D) Operations Manual; Update Specifications. 12
(E) Training. 12
(F) Setup and Opening 12
(G) Products and Services. 12
(H) Operational Assistance. 13
(I) Pricing. 13
(J) Advertising. 13
(K) Indemnification for Trademark Actions 13
(L) Services May be Provided by Area Representative. 13

SECTION 6 - Use and Protection of Marks 13
(A) Non-ownership of Franchise Marks. 13
(B) Use of Franchise Marks. 13
(C) Use of Other Trademarks. 14

(D) Defense of Franchise Marks. 14
(E) Prosecution of Infringers. 14
(F) Modification or Substitution of Marks. 15
(G) Prohibition Against Disputing the Company's Rights. 15

SECTION 7 - Business Location, Lease and other Pre-Opening Obligations 15
(A) Location Selection and Approval. 15
(B) Lease, Land License or Purchase of Franchise Location. 16
(C) Development of Store. 17
(D) Completion of Training. 17
(E) Employees. 17
(F) Telephone Numbers; Internet Access; E-Mail Address. 17
(G) Approval of Grand Opening Advertising Program. 18
(H) Opening of Franchise Business. 18

SECTION 8 - Operations 18
(A) Continuing Operations and Best Efforts; Business Hours. 18
(B) Standards of Operation; Customer Disputes; Operations Manual. 18
(C) Use of the Company's Website and other Technology in Operations. 20
(D) Specifications of Products, Equipment and Suppliers. 21
(E) Products and Services. 23
(F) Pricing, Promotional Programs, Gift Cards and Customer Loyalty Programs. 23
(G) Data Security Requirements. 24
(H) Maintenance; Refurbishing. 25
(I) Management of the Franchise Business. 25
(J) Employees. 26
(K) Insurance. 27
(L) Compliance with Laws and other Obligations; Taxes. 28
(M) Separate Identification of Business. 28
(N) Indemnification. 29
(O) Franchise Owner Association 30
(P) Notices to the Company. 30

SECTION 9 - Advertising 31
(A) Grand Opening Advertising. 31
(B) Advertising Fund. 31
(C) Minimum Local Advertising. 32
(D) Advertising Cooperatives. 32
(E) Electronic and Telephone Directory Advertising. 33
(F) Use of Electronic Media or Toll Free Telephone Numbers. 33
(G) Additional Advertising; Approval. 33

SECTION 10 - Training 34
(A) Initial Training. 34
(B) Franchise Owner's Training Program for its Employees. 35
(C) Additional Training, Sales Programs and Meetings. 35
(D) Franchise Owner's Responsibilities Relating to Training Provided by the Company. 35

SECTION 11 - Confidential Information 36
(A) Confidential Information Defined. 36
(B) Ownership and Use of Confidential Information. 36
(C) Development of New Proprietary or Confidential Information. 37
(D) Expiration, Termination or Transfer of this Agreement. 37

SECTION 12 – Restrictions on Competition....38
(A) Covenant Not to Compete During Term....38
(B) Covenant Not to Compete After Term....38
(C) Other Restrictions....38
(D) Definitions of Competing Business and Geographic Areas....39
(E) Acknowledgements and Agreements Relating to Restrictions on Competition....39
SECTION 13 - Transferability....39
(A) General Rules....39
(B) Notice of Proposed Transfer; Right of First Refusal....40
(C) Conditions of the Company's Consent to Transfer....40
(D) Transfer on Death or Incapacity....42
(E) Transfers to Controlled Entities....43
(F) Minor Changes in Ownership....43
(G) Assignment by the Company....43
SECTION 14 - Default and Termination....43
(A) Default by the Company; Termination by Franchise Owner....43
(B) Default by Franchise Owner....44
(C) Events of Default by Franchise Owner Before Opening; No Right to Cure....44
(D) Default by Franchise Owner After Opening; No Right to Cure....44
(E) Default by Franchise Owner After Opening; Right to Cure....45
(F) Termination by the Company....46
(G) Right to Withhold Products on Certain Defaults by Franchise Owner....46
(H) Other Remedies....47
SECTION 15 - Effect of Termination or Expiration....47
(A) Obligations of Franchise Owner....47
(B) Option to Lease the Franchise Location....48
(C) Option to Purchase Assets....48
(D) Damages for Franchise Owner's Failure to Open Store....49
(E) Surviving Obligations....49
SECTION 16 - Law and Jurisdiction; Injunctive Relief; Costs of Enforcement; Limitations of Claims....49
(A) Applicable Law....49
(B) Jurisdiction and Venue....50
(C) Injunctive Relief....50
(D) Costs of Enforcement....50
(E) No Class Action or Consolidation....51
(F) Time Period for Bringing Claims; Jury Waiver; Limitations of Damages....51
SECTION 17 – Acknowledgments and Representations by Franchise Owner....51
(A) Risk of Operations; Challenges of New Markets....51
(B) Representations by the Company....52
(C) The Company's Review of Business Plans or Other Materials....52
(D) Review of Materials and Consultation with Advisors....53
(E) Restrictions on Sources of Products and Services....53
(F) Representative Capacity of the Company's Personnel and Agents....53
(G) Independent Status of Contract; Non-Uniformity of Agreements....53
(H) Terrorist and Money Laundering Activities....53
(I) Ownership of Franchise Owner; Guaranties....54

SECTION 18 – Waivers and Approvals....54
(A) No Waivers....54
(B) Consents, Approvals and Satisfaction; Liability....54
(C) The Company's Reasonable Business Judgment....55
SECTION 19 - Miscellaneous....55
(A) Independent Contractor....55
(B) Definition of Affiliate....56
(C) Appraisal Method....56
(D) Third Parties....56
(E) Cumulative Remedies....57
(F) Notices....57
(G) Unavoidable Contingencies....57
(H) Entire Agreement; Modifications....57
(I) Severability....57
(J) Obligations Joint and Several....57
(K) Execution by the Company....58
(L) Headings....58
(M) Supplemental Agreements....58
APPENDIX A....1
APPENDIX B—OBLIGATIONS AND REPRESENTATIONS OF INDIVIDUAL INTERESTED PARTIES....1
APPENDIX C—ACKNOWLEDGEMENTS BY FRANCHISE OWNER....1
APPENDIX D--GUARANTY....1
APPENDIX E—ASSIGNMENT OF TELEPHONE NUMBERS AND ELECTRONIC MEDIA....1
APPENDIX F—ELECTRONIC FUND TRANSFER AUTHORIZATION....1
APPENDIX G—FORM OF LEASE ADDENDUM....1

GLOBAL ORANGE DEVELOPMENT, LLC

FRANCHISE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20___, between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____

_____

("Franchise Owner").

SECTION 1 - Introduction

(A) Franchise System.

The Company franchises a system for operation of a neighborhood cafe with offerings that may include but are not limited to espresso-based beverages, coffee, tea, other beverages, sandwiches, baked goods, other food, whole bean coffee, merchandise, and coffee accessories. The distinguishing characteristics of the system include tradenames, trademarks, training, operational procedures, promotional techniques and materials, signs, paper products, store design, equipment layouts, formulas and specifications for coffee and other products, methods of inventory and operation, and manuals covering business practices and policies. The system may be updated and revised by the Company. The system that the Company specifies and authorizes Franchise Owner to use from time to time will be referred to in this Agreement as the "System" or the "Franchise System." A business operated under the Franchise System will be referred to in this agreement as a "Store". The Store operated by Franchise Owner under this Agreement will be referred to in this Agreement as the "Business" or "Franchise Business."

(B) Trademarks.

The Company uses and has rights to certain names, trademarks and service marks, including the names, "BIGGBY® ", "BIGGBY® COFFEE" and the logo "Black B in an orange square" which are used to identify the Franchise System and Business. The Company or an affiliate of the Company may, in the future, license, develop and register additional or different logos, trademarks and service marks that it may make available for use by Franchise Owner. The trademarks and logos that the Company may authorize Franchise Owner to use from time to time will be referred to in this Agreement as the "Marks" or "Franchise Marks."

(C) Franchise Owner's Desire to Obtain a Franchise.

Franchise Owner recognizes the advantages of operating under the System and Marks and desires to obtain the right to operate a Franchise Business by entering into this Agreement with the Company.

SECTION 2 - Grant of Franchise

(A) Grant of Franchise.

The Company grants to Franchise Owner the nonexclusive right to use the Marks and the System in connection with the operation of a single Store in accordance with this Agreement and

the Company's Operations Manual (as defined in Section 8(B)). The Franchise Business must be operated at the location referred to in Section 7(A) ("Franchise Location").

(B) Limitations and Reservation of Rights.

Franchise Owner acknowledges and agrees that the rights granted in this Agreement relate only to the sale of products over-the-counter at the Franchise Location, and that no exclusive area or other territorial rights are granted to Franchise Owner. Franchise Owner will have no right to deliver products except that Franchise Owner may deliver immediately consumable products with the Company's prior written consent. Franchise Owner will also have no right to solicit or conduct business through the use of toll free telephone numbers, catalogs, direct mail, Electronic Media (defined in Section 6(A)), or other advertising or solicitation methods not involving only sales over-the-counter at the Franchise Location. All rights not expressly granted in this Agreement to Franchise Owner relating to the Franchise Marks and System are reserved to the Company, including (1) the right to operate and authorize others to operate businesses using the Franchise Marks and System, or any other trademarks or systems, at any location other than the Franchise Location; and (2) the right to use or authorize others to use the Franchise Marks and System, or any other trademarks or systems, in connection with any distribution method other than the operation of a Store at the Franchise Location, including the manufacture and sale of products at wholesale or retail, through the use of toll free telephone numbers, catalogs or direct mail, through Electronic Media, through distributors, at stores or through any other distribution channels.

SECTION 3 - Term and Option

(A) Term.

The term of this Agreement will begin on the date of this Agreement and continue for the period specified in Item 1 of Appendix A unless sooner terminated as provided in this Agreement. Unless otherwise stated in Item 1 of Appendix A, the initial term will continue for ten (10) years from the date of this Agreement. A different term may be stated in Item 1 of Appendix A to coordinate the term of this Agreement with the term of the lease or license for the Franchise Location or as otherwise agreed by the parties.

(B) Option of Franchise Owner.

Franchise Owner will have the option to continue to operate the Franchise Business after the term of this Agreement for an additional ten (10) year period, if, at the beginning of the option period (or as otherwise specified), all of the following conditions are fulfilled:

(1) Franchise Owner is not in default of this Agreement or any other agreement between the parties and no affiliate of Franchise Owner is in default under any agreement between the affiliate and the Company. Franchise Owner must receive a written acknowledgment that Franchise Owner is in compliance with this Agreement and with all operating standards and specifications of the Company.

(2) Franchise Owner, during the twelve (12) month period before the beginning of the option period, has not received from the Company three or more notices of default of the material terms of this Agreement or any material specification, standard or operating procedure of the Company (whether such notices related to the same or different violations and whether these violations have been remedied by the Franchise Owner).

(3) Franchise Owner provides written notice of its intent to continue as a franchise owner not more than twelve (12) months and not less than six (6) months before the expiration of the current term.

(4) Franchise Owner must provide proof that Franchise Owner has the right to maintain possession of the Franchise Location for the entire option period or the Franchise Owner must obtain and develop, in compliance with the then applicable standards used in the granting of a franchise, a suitable alternative site for the Franchise Business before the beginning of the option period. Any alternative site must be acceptable to and approved in advance by the Company.

(5) Franchise Owner must refurbish, update, upgrade, construct and improve the Franchise Location and the equipment, fixtures and signs at the Franchise Location in compliance with the Company's then applicable specifications and standards, including but not limited to specifications for build-out, decor, signage, equipment, layout, space, awnings, umbrellas, etc. These actions must be completed at least 30 days before the beginning of the option period. Franchise Owner acknowledges that the Company may not uniformly impose these obligations on renewal of its franchises based on numerous factors and that Franchise Owner may be required to take steps that have not been required of other franchises.

(6) Franchise Owner signs and delivers to the Company, a copy of any new or extended lease for the Franchise Location not more than twelve (12) and not less than six (6) months before the beginning of the option period. The Company agrees to extend this time-frame on written notice by the Franchise Owner advising it of a delay on the part of the developer or landlord.

(7) The Franchise Owner, throughout the term of this Agreement, has satisfied all material reporting requirements and all monetary obligations to the Company and any affiliates of the Company, suppliers and creditors (excepting reasonable disputes which Franchise Owner is attempting in good faith to resolve) within the amount of time specified for satisfaction or cure of default with respect to such obligation.

(8) Franchise Owner has satisfied any additional training requirements for new or existing Franchise Owners.

(9) Franchise Owner has signed a general release, in a form specified by the Company, of any and all claims against the Company, its subsidiaries and affiliates, and their respective officers, directors, agents, members and employees.

(10) Franchise Owner must have signed and delivered to the Company, within thirty (30) days of receipt from the Company, the Company's standard franchise agreement in use by the Company at that time together with such other documents as are then customarily used by the Company to grant new franchises, all of which will replace this Agreement. The new standard franchise agreement signed by Franchise Owner may have material differences from this Agreement, including, without limitation, different or increased royalties, advertising or other fees.

(11) Franchise Owner must pay a renewal fee to exercise its option. The renewal fee will be equal to 10% of the standard initial franchise fee being charged by the Company to new franchisees at the time of renewal. This fee must be paid at the time the

new standard franchise agreement signed by Franchise Owner is delivered to the Company. If Franchise Owner does not sign the necessary documents and pay the renewal fee before expiration of the initial term of this Agreement, the Company may in its discretion, still allow Franchise Owner to comply with its obligations to renew for an additional period of 90 days; however, in that event the renewal fee will be equal to 10% of the initial franchise fee being charged by the Company at the time of renewal plus an additional $5,000. After the 90 day grace period, Franchise Owner's option will expire.

(12) The Company has approved the renewal. If all of the other conditions in this Section are met, the Company will not withhold approval of renewal without good cause.

Failure or refusal by the Franchise Owner to execute the franchise agreement and other documents or pay the renewal fee within thirty (30) days after delivery of the franchise agreement and other documents to Franchise Owner, when the Company approves renewal of the franchise, will be deemed an election by the Franchise Owner not to renew the franchise. If Franchise Owner does not elect to renew its franchise relationship, does not qualify for renewal or does not comply with the requirements for renewal specified above, the franchise relationship between the Company and Franchise Owner will automatically terminate on completion of the term set forth in this Agreement.

SECTION 4 - Fees, Reports, Access, Audit, Security Interest

(A) Initial Franchise Fee.

Franchise Owner must pay an initial franchise fee in the amount of $20,000. Franchise Owner will pay a reduced initial franchise fee of $10,000 if Franchise Owner is an active or honorably discharged military service member. Franchise Owner will pay a reduced initial franchise fee of $10,000 if Franchise Owner already owns one or more other Stores (but less than ten Stores) at the time of signing of this Agreement. Franchise Owner will pay a reduced initial franchise fee of $5,000 if Franchise Owner already owns ten or more other Stores at the time of signing of this Agreement. These reduced fees for veterans and existing owners are the current policy of the Company, are subject to change, and do not apply to future franchises purchased by Franchise Owner. The initial franchise fee is payable in full at the time of signing of this Agreement. The initial franchise fee is earned at the time of payment and is not refundable under any circumstances. The appropriate initial franchise fee payable under this Agreement is set forth in Item 2 on Appendix A.

(B) Royalty.

Franchise Owner must pay the Company a royalty of 6% of Gross Sales (defined below). For each day of operation of the Franchise Business, Gross Sales must be reported and royalties must be paid on those Gross Sales by the next business day in the manner specified in Section 4(H).

For purposes of this Agreement, "Gross Sales" means the entire amount of all of the Franchise Owner's revenues from the ownership or operation of the Franchise Business or any business at or about the Franchise Location, including but not limited to, sales at co-brand locations, satellite locations, complementary locations, and other off-premises sales, the proceeds of any business interruption insurance, and any revenues received from the lease or sublease of a portion of the Franchise Location, whether the revenues are evidenced by cash, credit, checks, gift certificates, electronic payment, digital currency, food stamps, coupons and premiums (unless exempted by the Company), services, property or other means of exchange, reduced by: (a) the

amount of any sales taxes that are collected and paid to the taxing authority; (b) discounts given to customers if the non-discounted price is included in the revenues; and (c) cash refunded and credit given to customers and receivables uncollectible from customers if the cash, credit or receivables are or were included in revenues. Revenues are deemed received by the Franchise Owner at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Revenues consisting of property or services (for example, "bartering" or "trade outs") are valued at the prices applicable to the products or services exchanged for those revenues at the time those revenues are received. Gross Sales and any exclusions from Gross Sales may be further defined in the Operations Manual.

(C) Advertising Fund Contributions.

Franchise Owner must pay the Company, as a contribution to a general advertising fund, an amount equal to the greater of: (1) $100.00 per week; or (2) an amount specified by the Company, not to exceed 3% of Gross Sales. The Company may change the specification of the amount of the advertising fund contribution (not to exceed 3% of Gross Sales) on 30 days written notice to Franchise Owner. Advertising fund contributions must be paid in manner specified in Section 4(H). The advertising fund contributions will be used by the Company as described in Section 9(B). See Section 9 below for other obligations of Franchise Owner relating to advertising.

(D) Technology Support Fees.

Franchise Owner must pay the Company technology support fees in the amounts specified by the Company and revised from time to time by the Company. The technology support fees must be paid in the manner specified in Section 4(H) by the 10th day of each month (or at such other times as may be specified by the Company). The technology support fees will be used by the Company for: expenses relating to development, maintenance, support, and warranty of hardware and software for the point of sale ("POS") and business management computer systems, digital menu systems, ordering systems and applications, cloud-based systems, remote access systems, online portals, back-up support, training systems, and other technology used in the Franchise Business; license, renewal and maintenance fees for proprietary and/or third-party software; to cover expenses relating to maintaining and servicing centralized email and data warehousing systems; and other expenses relating to technology used in the Franchise System. The technology support fees are not refundable. Although Franchise Owner pays technology support fees to the Company, Franchise Owner may still be responsible for license fees and the expense of maintenance and updates, including service contracts, relating to POS computer system hardware and software and other technology used in the Franchise Business. Franchise Owner acknowledges that the Company or its affiliates may be a Designated or Approved Supplier of POS and computer systems and other technology and maintenance and update services for the POS and computer systems and other technology used in the Franchise Business.

(E) Annual Conference Fees.

Franchise Owner must pay a registration fee for each annual franchise owner conference scheduled by the Company. The fee will be in an amount specified by the Company each year but will not exceed $1,000 per person per year. Franchise Owner must pay the annual registration fee for each person who will attend the conference within 30 days of notice from the Company of the annual conference. Franchise Owner must pay a minimum of one fee for each conference, whether or not a representative of Franchise Owner actually attends the conference. The annual conference fees are not refundable.

(F) Payment of Other Amounts Owed to the Company.

Franchise Owner must pay the Company and/or its affiliates all additional amounts owed to the Company and/or its affiliates on a timely basis, including, but not limited to amounts owed for goods and services provided by the Company or its affiliates, amounts owed as a result of E-card reconciliations, or other miscellaneous amounts owed to the Company. Those amounts must be paid by the due date specified by the Company. Payments not paid when due will be subject to late charges and interest in the amounts specified in Section 4(G) below or as otherwise specified in the invoice.

(G) Due Date of Payments; Late Charge and NSF Fees; Interest.

Although the Company may, as a courtesy to Franchise Owner, invoice Franchise Owner for royalty, advertising, technology fees and other amounts due on a periodic basis, Franchise Owner must make those payments by the due dates stated in this Agreement or elsewhere, whether or not Franchise Owner receives an invoice from the Company before those payments are due. Franchise Owner must pay to the Company, on demand, a late charge of $25 for payments not paid to the Company by the due date. In addition, Franchise Owner must pay on demand a fee equal to any charges the Company may incur as a result of checks or debits returned to the Company for non-sufficient funds or other similar reasons, but not less than $30.00 for each item returned. Also, Franchise Owner must pay to the Company, on demand, interest on all overdue payments from the date the payment was due until paid equal to the lesser of (i) 1 1/2 percent per month or (ii) the maximum rate of interest permitted by law. The assessment of late charges or interest will not be the sole remedies of the Company in such circumstances.

(H) Manner and Timing of Payment.

Franchise Owner's payments to the Company for royalty, advertising fund contributions, technology fees, special campaigns, annual conference fees, training, renewal and transfer fees, late charges, NSF fees, and interest, amounts owed for products or services provided by the Company, Franchise Owner's share of the cost of a Cyber Liability Insurance Policy, operational standards fees, and all other amounts owed by Franchise Owner to the Company or its affiliates must be made by electronic or similar funds transfer or other method designated by the Company. Franchise Owner acknowledges that the Company may specify payment by electronic fund transfers initiated by the Company. Franchise Owner must install, at its expense, and use pre-authorized payment and computerized point of sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking systems as the Company may specify. These requirements may be specified by the Company to fulfill any business purposes reasonably related to the operation of the Franchise Business and the Franchise System and to allow the Company to access reports of Gross Sales and other information and to initiate electronic or other transfers of all payments Franchise Owner is required to make to the Company. Franchise Owner also agrees that, if specified by the Company, all required payments to the Company must be made daily, weekly, monthly, or another interval, instead of as otherwise provided in this Agreement.

(I) No Setoff.

Franchise Owner's obligations for the full and timely payment of the fees described in this Agreement are absolute and unconditional. Franchise Owner must not delay or withhold the payment of all or part of those fees based on the alleged non-performance by the Company or for any other reason or put the fees in escrow or setoff against any claims Franchise Owner may allege against the Company.

(J) POS Systems; Access to and Use of Information.

Franchise Owner must acquire the point of sale, business management, and other computer systems the Company specifies for use in the operation of the Franchise Business, which may include computer hardware, software, web-based systems, licenses to use proprietary software or systems, etc. (the "POS Systems"). The Company may develop POS Systems and specifications for certain components of the POS Systems in the future and may modify such specifications and the components of the POS Systems from time to time. As part of the POS Systems, the Company may require Franchise Owner to obtain specified computer hardware and software including, without limitation, a license to use proprietary software developed by the Company or others. The Company may also require Franchise Owner to obtain maintenance and support services for the POS Systems from a Designated Supplier (which may be the Company or an affiliate of the Company) and to pay the charges for those maintenance and support services. Modification of the specifications for the components of the POS Systems may require Franchise Owner to incur costs to purchase, lease or license new or modified computer hardware and software and to obtain service and support for the POS Systems during the term of this Agreement.

Franchise Owner acknowledges that the Company cannot estimate the future costs of the POS Systems (or additions, modifications, maintenance or support) and that the cost to Franchise Owner to obtain the POS Systems (including software, licenses or additions, modifications, maintenance or support) may not be fully amortizable over the remaining term of this Agreement. Within sixty (60) days after Franchise Owner receives notice from the Company, Franchise Owner agrees to obtain the components of the POS Systems that the Company specifies.

Franchise Owner further acknowledges and agrees that the Company has the right to charge reasonable fees for the license, additional modification of proprietary software that is licensed to Franchise Owner, modifications to the system used by Franchise Owner to reflect configurations requested by Franchise Owner and other services that the Company or its affiliates may furnish to Franchise Owner related to the POS Systems.

The Company will have independent access to the sales and expense information produced by the POS Systems specified by the Company and there are no contractual limitations on the Company's right to access that information. The Company may retrieve, analyze, download and use the software and all data on the Franchise Owner's POS Systems at any time. The Company may install software on Franchise Owner's POS Systems and configure Franchise Owner's POS Systems as necessary to allow the Company to retrieve information and data from the POS Systems.

(K) Reports and Financial Information.

If requested by the Company, Franchise Owner must submit to the Company on the forms, in the format, and in the manner specified by the Company:

(1) On a daily basis, Franchise Owner must input into the POS Systems all sales, revenue, product orders and purchases, waste, and other expense information specified by the Company.

(2) Within seven (7) days of the end of each calendar month, a report by product category of the sales of the Franchise Business and such other information and supporting records as the Company specifies, based on POS Systems settings required by

the Company. The Company reserves the right to request the information required by this subsection on a weekly or daily basis on reasonable notice to the Franchise Owner.

(3) Within ten (10) days of the end of each calendar month, an inventory of the Franchise Business by product category specified by the Company.

(4) Within thirty (30) days of the end of each calendar month, unaudited statements of profit and loss and a balance sheet of the Franchise Business for the preceding calendar month prepared by a certified accountant or using bookkeeping software approved by the Company.

(5) Within ninety (90) days of the end of each calendar year, annual statements of profit and loss and financial condition of the store, including a balance sheet prepared or compiled by a certified public accountant utilizing the cart of accounts specified by the Company. These statements need not be audited.

(6) Within one hundred and twenty (120) days of the end of each fiscal year of the Franchise Business, exact copies of the federal and state income tax returns and state sales tax or equivalent tax returns of the Franchise Business for the preceding fiscal year.

(7) Such other reports or financial statements as otherwise provided in this Agreement or as the Company may reasonably specify from time to time.

The manner of reporting may include electronic transmission or uploading information to the POS Systems that can be accessed by the Company or that automatically transmits information to the Company.

For a period of at least one year after Franchise Owner begins operation of the Franchise Business, Franchise Owner must use an accountant that is a Designated Supplier (see Section 8(D)) to prepare the financial statements and tax returns for Franchise Owner.

The Company may require Franchise Owner to obtain, at the Franchise Owner's expense, and submit to the Company, within ninety (90) days after Company's request, an audited statement of profit and loss and financial condition of the Franchise Business and personal tax returns for any fiscal year if the Company reasonably believes that the Franchise Owner has submitted sales reports, unaudited profit and loss statements or tax returns containing material inaccuracies or if Franchise Owner is delinquent in its obligations to the Company.

The financial records of the Franchise Owner may be disclosed by the Company in future Offering Circulars without specifically identifying the individual Store for which a particular Franchise Owner's financial records relate, and to the Company's actual and potential lenders.

(L) Records of Operation.

Franchise Owner must maintain, retain and preserve all invoices, order forms, time cards, payroll records, POS Systems tapes or records, check stubs, bank deposit receipts, sales tax records and returns, cash disbursements, journals and general ledgers, electronic records, and any other records relating to the operation of the Franchise Business. Franchise Owner must keep these records for the greater of: seven (7) years; or (b) the time period specified by applicable law. Franchise Owner’s obligation under this Section to maintain its records will continue for a period of three (3) years after the term of this Agreement. After the term of this Agreement, Franchise

Owner must keep its records at a reasonably accessible location of which the Company must be kept advised unless the Company gives written permission to dispose of the records. Franchise Owner must use the charts of accounts, bookkeeping and record keeping forms, stationary, business cards, sales slips, purchase order forms, reprints and other miscellaneous forms that the Company specifies in the Operations Manual or otherwise in writing. Franchise Owner's POS Systems must be set according to the Company's specifications in the Operations Manual or as otherwise approved in writing. The Company may require that such records be maintained and submitted daily over the internet in an electronic format designated by the Company or otherwise in a format and by a transmission method designated by the Company.

(M) Customer Information.

On request from the Company, Franchise Owner must provide the Company with complete customer information, including names, addresses, email addresses, phone numbers, LinkedIn, Facebook, Twitter and other social media addresses, other contact information and other information specified by the Company ("Customer Information"). The Customer Information must be provided in the manner and format specified by the Company, which may include written or electronic copies delivered by email, courier or regular mail or the Company remotely accessing the information on Franchise Owner's POS Systems. Franchise Owner agrees that the Company may also access and obtain the Customer Information from Franchise Owner's records (including computer records) and from software and other service providers that can provide access to that information. The Customer Information will be the property of the Company and the Company will have the right to use the Customer Information for the Company's business purposes. The Company will have the right to contact and survey customers of the Franchise Business in order to acquire additional Customer Information, to promote the BIGGBY brand, and to determine whether Franchise Owner is complying with this Agreement and all applicable specifications and quality standards. The Company and Franchise Owner acknowledge and agree that the supply or exchange of Customer Information to the Company is not a sale of that information but is in the nature of one party acting as a service provider to the other party.

(N) Inspection by the Company; Shopping Service.

To determine whether Franchise Owner is complying with this Agreement, and/or to determine whether Franchise Owner is complying with all applicable specifications and quality standards in connection with Franchise Owner's use of the Franchise Marks and Franchise System, the Company or its designated agents have the right, at any reasonable time and without prior notice, to: (a) inspect the Franchise Business; (b) confer with Franchise Owner and its employees; (c) inspect equipment, signage, fixtures, furniture and operating methods of Franchise Owner; and (d) survey customers at the Franchise Business. The Company may require that Franchise Owner furnish its customers with an evaluation form specified by the Company pre-addressed to the Company. Franchise Owner must fully cooperate with representatives of the Company making any inspection or observing the work of Franchise Owner or its employees and must permit photographs and videotapes of the Franchise Business and access to employees and records as the Company deems appropriate.

The Company reserves the right, from time to time, to itself or through a designee or through a third party shopping service to evaluate the operation and quality of the Franchise Business, including such things as customer service, cleanliness, merchandising, franchise compliance and proper use of the POS Systems. The Company may use such service evaluations to inspect the Franchise Business at any time at the Company's expense, without prior notification

to Franchise Owner. The Company may make the results of any such service evaluation available to the Franchise Owner, at the Company's sole discretion.

Without in any way limiting the Company's rights under this Agreement, Franchise Owner must take such steps as may be necessary to immediately correct any deficiencies detected during any inspection by the Company. If Franchise Owner fails to make these corrections within a reasonable period of time, the Company will have the right, but not the obligation, to correct any deficiencies that may be susceptible of correction, including removal from the premises of any non-conforming products, fixtures, furnishings, equipment, supplies, advertising or promotional materials and signs, and to charge Franchise Owner a reasonable fee for any expenses incurred by the Company.

Franchise Owner understands that violations of this Agreement or the Company's specifications observed in any inspection or other evaluation may result in operational standards fees being charged to Franchise Owner under Section 4(Q).

(O) Access to Records and Audit by the Company.

The Company or its designated representatives have the right at all reasonable times to examine and copy the books, records and tax returns of Franchise Owner. The Company will also have the right, on five days written notice, to have an independent audit made of the books of Franchise Owner. If any audit discloses an understatement of the Gross Sales of the Franchise Business for any period or periods, the Franchise Owner must pay to the Company immediately, on receipt of the audit report, the royalty plus any required advertising fund contributions applicable to the amount of the understatement plus late charges and interest.

Any audit and inspection will be conducted at the expense of the Company. However, if an audit is made necessary by the Franchise Owner's failure to furnish reports, financial statements, or tax returns, or discloses an understatement of 3% or more of the Gross Sales of the Franchise Business for a period or periods, or if the Company is required to make more than one (1) inspection within a twelve (12) month period because of the Franchise Owner's failure to comply with this Agreement, then the Company has the right to charge the Franchise Owner the costs of the audit or inspection, including, without limitation, any travel expenses, meals, lodging and compensation of the Company's employees or agents and reasonable accounting and attorney's fees.

Franchise Owner acknowledges that nothing contained in this Section constitutes the Company's agreement to accept any payments after they are due or a commitment by the Company to extend credit to or otherwise finance Franchise Owner's operation of the Franchise Business. The payment of the Company's expenses and/or the assessment of late charges or interest are not the sole remedies of the Company in those circumstances and this Agreement may be subject to termination under Section 14.

(P) Credit Reports and Background Checks.

Franchise Owner hereby authorizes the Company to obtain the credit reports and/or to perform background checks of Franchise Owner and the Principals of Franchise Owner at any time during the term of this Agreement and within one year after expiration or termination of this Agreement. Franchise Owner and its Principals agree to cooperate and to sign any additional authorizations that may be necessary to enable the Company to obtain the credit reports and/or to perform the background checks.

(Q) Operational Standards Fee.

The Company may assess an operational standards fee in an amount up to $500 per occurrence if Franchise Owner violates any of its obligations under this Agreement, including any failure to operate in accordance with policies and standards in the Operations Manual or otherwise issued by the Company. Franchisee must pay the Operational standards fee in the manner specified in Section 4(H) within seven days of receipt of notice from the Company. The operational standards fee will apply for each notice sent to Franchise Owner, even if the failure involves the same provision of this Agreement for which Franchise Owner previously received a notice or is a continuing failure for which Franchise Owner previously received a notice. The operational standards fee is intended to cover the Company's expenses and damages suffered as a result of Franchise Owner's violations. Those expenses and damages include the Company's additional administrative expenses and damages arising from loss of uniformity, quality, reputation, or good will in the Franchise System. Franchise Owner agrees that the assessment of operational standards fees is reasonable. Franchise Owner also acknowledges and agrees that the actual expenses and damages that would be sustained by the Company for the designated violations are incapable of calculation at the time of execution of this Agreement and that the operational standards fees are a reasonable estimation of those expenses and damages. Assessment of an operational standards fee will not be the sole remedy of the Company for any failure by Franchise Owner and the Company reserves all other rights and remedies, including rights and remedies specified in Sections 14 and 15 of this Agreement.

(R) Security Interest.

Franchise Owner grants to the Company a continuing security interest in all the assets of Franchise Owner and the Franchise Business, including: all personal and fixture property of every kind and nature including without limitation all goods (including modular units, inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles) now or hereafter owned by Franchise Owner, and all proceeds and products arising from the sale, exchange or other disposition of any or all of the aforesaid types of properties, whether cash or non cash in nature (all such property referred to as the "Collateral").

This security interest is granted to secure payment of all indebtedness of Franchise Owner and any affiliate of Franchise Owner owed to the Company or any affiliate of the Company, whether now existing or arising in the future, absolute or contingent, due or to become due, including, but not limited to all costs and expenses incurred in the collection of any of Franchise Owner's indebtedness to the Company ("Indebtedness"). This security interest must be a first priority security interest in the Collateral unless Franchise Owner requests and the Company agrees in writing to subordinate the security interest to a purchase money security interest Franchise Owner desires to grant to a lender in connection with the initial development of the Franchise Business.

Franchise Owner irrevocably authorizes the Company at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Franchise Owner or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of an applicable state or such

jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the applicable state for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Franchise Owner is an organization, the type of organization and any organization identification number issued to Franchise Owner, and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Collateral relates. Franchise Owner agrees to furnish any such information to the Company on request.

SECTION 5 - Services Provided to Franchise Owner

(A) Approval of Location.

We will review your proposed Franchise Business location for approval. See Section 7(A).

(B) Construction and Improvements.

The Company will assist Franchise Owner in the process of construction or improvement of the Franchise Location by providing specifications for construction or improvement of the Franchise Location. The Company will have the right to inspect and approve the construction before Franchise Owner opens the Franchise Business, as referred to in Section 7(C).

(C) Equipment, Fixtures, Signs and Inventory.

The Company will specify and provide sources of supply for the equipment, fixtures, signs, smallwares, and initial inventory necessary for Franchise Owner to begin operation of the Franchise Business.

(D) Operations Manual; Update Specifications.

The Company will provide Franchise Owner with access to the Operations Manual for use in the operation of the Franchise Business during the term of this Agreement. The Company will continually provide Franchise Owner with access to any updates of the Operations Manual and the Company's other specifications for all aspects of the Franchise Business.

(E) Training.

The Company will provide an initial program to train Franchise Owner in all aspects of operation of the Franchise Business. The Company may also provide ongoing training programs from time to time. See Section 10.

(F) Setup and Opening.

The Company will provide a representative for up to five days (the specific number of days to be determined by the Company) to assist in the setup, initial staff training, and initial operation of the Franchise Business.

(G) Products and Services.

The Company will designate the products and services to be offered by the Franchise Business and will continually provide Franchise Owner with any updates in the Company's specifications for products or services. The Company will provide sources of supply for all authorized products. The Company will review for approval any products or services or suppliers requested by Franchise Owner as described in Section 8(D).

(H) Operational Assistance.

A representative of the Company will visit the Franchise Business during the first two months after opening and will periodically visit the Franchise Business after that at such intervals deemed appropriate by the Company throughout the remaining term of this Agreement. During these visits, the representative will evaluate Franchise Owner's operations and provide any operational advice and assistance deemed necessary by the representative. The Company will also provide reasonable operational advice and assistance to Franchise Owner by email, the Company's on-line Franchise Resource Center or other internet resources or telephone, including advice on specific services or products, if requested by Franchise Owner.

(I) Pricing.

The Company will provide guidance on the pricing of Franchise Owner's products and services.

(J) Advertising.

The Company will provide guidance for grand opening advertising for the Franchise Business. The Company will administer the advertising fund for the benefit of the Franchise Marks and System. The Company will provide brand standards or other specifications for the preparation of advertising materials by Franchise Owner and, if the Company requires pre-approval of advertising materials, the Company, will review for approval, any advertising materials proposed by Franchise Owner. See Section 9.

(K) Indemnification for Trademark Actions.

The Company will indemnify Franchise Owner for certain liabilities arising from use of the Franchise Marks as provided in Section 6(D).

(L) Services May be Provided by Area Representative.

If the Company has engaged an area representative or other contractor for the area in which the Franchise Business is located, the area representative or other contractor may perform some of the obligations described above that would otherwise be performed by the Company, including on-site assistance and operations support.

SECTION 6 - Use and Protection of Marks

(A) Non-ownership of Franchise Marks.

Nothing in this Agreement gives Franchise Owner any right, title or interest in or to any of the Franchise Marks, except a mere privilege and license during the term of this Agreement, to display and use the Franchise Marks according to the terms and conditions of this Agreement and the Operations Manual.

(B) Use of Franchise Marks.

Franchise Owner must use the Marks only in connection with the operation of the Franchise Business pursuant to the System and only in the manner specified in this Agreement and the Operations Manual. The Franchise Business must be operated under the Marks and under no other name or mark. Franchise Owner must not use the Marks in connection with any products or services not specifically authorized by the Company in writing. Franchise Owner must not reproduce or cause to be reproduced any Marks in any manner, including production on forms or invoices, in connection with advertising, marketing or promotion, or in connection with any Electronic Media, without the prior written approval of the Company. For purposes of this

Agreement “Electronic Media” includes the Internet, email addresses, Internet domain names, homepages, electronic addresses, websites, social networks, mobile phone applications, tablet and other computer applications, wikis, podcasts, online forums, content sharing communities, blogging, or other social media (including but not limited to LinkedIn, Facebook, Twitter, YouTube, TikTok, Instagram). Franchise Owner must not use the Marks in its business, corporate or partnership name. However, Franchise Owner must register to do business under the assumed business name of " BIGGBY® COFFEE Store #___ " (for example: "BIGGBY® COFFEE Store #001").

On expiration or termination of this Agreement, the Company may, if Franchise Owner does not do so, sign in Franchise Owner's name and on Franchise Owner's behalf, any documents necessary in the Company's judgment to end and cause discontinuance of Franchise Owner's use of the Franchise Marks and the Company is irrevocably appointed and designated as Franchise Owner's attorney-in-fact for that purpose.

(C) Use of Other Trademarks.

Franchise Owner must not display the trademark, service mark, trade name, insignia or logotype of any other person, firm or corporation in connection with the operation of the Franchise Business without the prior written consent of the Company, which may be withheld at the Company's sole subjective discretion.

(D) Defense of Franchise Marks.

If Franchise Owner receives notice, or is informed, of any claim, suit or demand against Franchise Owner on account of any alleged infringement, unfair competition, or similar matter relating to Franchise Owner's use of the Franchise Marks, Franchise Owner must promptly notify the Company of any such claim, suit or demand. The Company will then take such action as the Company deems necessary and appropriate to protect and defend Franchise Owner against such claim by any third party. Franchise Owner must not settle or compromise any such claim by a third party without the prior written consent of the Company. The Company will have the sole right to defend, compromise or settle any such claim, at its discretion, using attorneys of its choosing, and Franchise Owner agrees to cooperate fully with the Company in connection with the defense of any such claim. Franchise Owner may participate at its own expense in such defense or settlement, but the Company's decisions with regard to the Franchise Marks will be final.

The Company will indemnify Franchise Owner against liability to third parties resulting from claims by third parties that Franchise Owner's use of the Franchise Marks infringes trademark rights of the third party, but only if (1) Franchise Owner has used the Franchise Marks in accordance with the requirements of this Agreement and the Company's specifications and (2) Franchise Owner has given notice to the Company of the claim within 10 days of receipt by Franchise Owner of the claim and Franchise Owner has tendered the defense of the claim to the Company.

(E) Prosecution of Infringers.

If Franchise Owner receives notice or is informed or learns that any third party, who Franchise Owner believes is unauthorized to use the Franchise Marks, is using the Franchise Marks or any name or mark confusingly similar to the Franchise Marks, Franchise Owner must promptly notify the Company of the facts relating to such alleged infringing use. The Company will then, at its sole discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the Franchise Marks. Franchise Owner will have no right to make any demand against any such alleged infringer or to prosecute any claim of

any kind or nature whatsoever against such alleged infringer for or on account of such infringement. If the Company chooses to prosecute any violation of the Franchise Marks, Franchise Owner must sign all documents and do all acts necessary or incidental to that action as counsel for the Company may reasonably request. Any damages awarded or recovered in any prosecution of an infringement claim related to the Franchise Marks will be the exclusive property of the Company.

(F) Modification or Substitution of Marks.

The Company may change the authorization to use the Marks contained in this Agreement, including adding, discontinuing or modifying Marks, or substituting different Marks, by issuing, in a written notice, a description of the changes and the goods or services to which they relate. Franchise Owner is required to use and abide by these changes or substitutions. The Company may make the changes because of the rejection of any pending registrations or the revocation of any existing registrations of the Marks, or due to the rights of senior users, or for other business reasons, except the Company must make all such changes in the authorized Marks on a uniform basis for all similarly situated Stores in a particular market.

(G) Prohibition Against Disputing the Company's Rights.

Franchise Owner acknowledges the validity of the Franchise Marks and that the Franchise Marks and any and all goodwill in and to the Franchise Marks are the exclusive property of the Company. Franchise Owner also agrees that any further rights or goodwill that may develop in any of the Franchise Marks in the future will inure solely to the benefit of the Company, including, without limitation, any goodwill caused by or attributable to Franchise Owner’s use of the Franchise Marks. Franchise Owner now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership of the Franchise Marks by virtue of Franchise Owner's licensed use of the Franchise Marks or for any other reason. Franchise Owner agrees that it will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Franchise Marks, or the rights of the Company in the Franchise Marks, or the rights of the Company or other Franchise Owners of the Company to use the Franchise Marks.

SECTION 7 - Business Location, Lease and other Pre-Opening Obligations

(A) Location Selection and Approval.

The location for the Franchise Business must be approved in advance in writing by the Company. Franchise Owner must always operate its Franchise Business only at a location approved in writing by the Company (the location approved in writing by the Company is referred to in this Agreement as the "Franchise Location"). Franchise Owner must use its best efforts to find a suitable location for the Franchise Business within the area designated in Item 3 of Appendix A. Franchise Owner must submit to the Company, in a form acceptable to the Company, a description of the proposed location, evidence confirming the Franchise Owner's prospects for obtaining the location, demographic information, economic terms, use clause and any other materials the Company specifies before the Company will consider approving the Franchise Location. Once the physical address of the Franchise Location is determined and approved, the Company will insert the address in Item 4 of Appendix A.

It is Franchise Owner's sole responsibility to find a suitable location for the Franchise Business and to evaluate the commercial value of the Franchise Location for operation of the Franchise Business. The Company's location assistance, recommendations and/or its approval of the Franchise Location do not constitute a representation or guaranty of the commercial value, profitability or success of the Franchise Location or the Franchise Business. The Company will not

be responsible or liable to Franchise Owner for any claims relating to selection of the Franchise Location and Franchise Owner waives and releases the Company from any such claims.

Franchise Owner must select a location for the Franchise Location that is approved by the Company and acquire that location in compliance with Section 7(B) within twelve months of the date of this Agreement. If Franchise Owner does not comply with these obligations to acquire an approved location for the Franchise Location within 12 months of the date of this Agreement, this Agreement may be terminated by the Company. However, if Franchise Owner will not have complied with these obligations to acquire an approved location for the Franchise Location within twelve months after signing this Agreement, Franchise Owner may obtain one (1) six-month extension of the deadline. In order to obtain the extension, Franchise Owner must, no later than 30 days before the end of the twelve-month period after signing this Agreement: (1) notify the Company in writing that it intends to extend the deadline; and (2) pay a nonrefundable fee of $5,000 for the extension.

Franchise Owner is prohibited from changing the Franchise Location without the prior written consent of the Company. If a lease or sublease for the Franchise Location expires or terminates without Franchise Owner's fault before the end of the term of this Agreement or if the location is condemned, destroyed or rendered unusable or Franchise Owner has other reasonable business reasons to relocate, Franchise Owner may request that the Company consent to the relocation of the Franchise Location. The Company will not consent to a change of location unless the Company determines that there are reasonable business reasons for the change and that Franchise Owner will be able to viably operate the Franchise Business at the new location. Any relocation will be at Franchise Owner's sole expense. The Company will not be required to consent to a new location if the Company believes the new location will encroach on the location of another Store. Franchise Owner must open for business at the new location within 90 days from the date of closing of the former location. If the Franchise Location becomes unusable for the Franchise Business through no fault of Franchise Owner and Franchise Owner is not able to open at a new location within the 90-day period, this Agreement will terminate on conclusion of operation of the Franchise Business at the Franchise Location.

(B) Lease, Land License or Purchase of Franchise Location.

Franchise Owner must not acquire the Franchise Location until the location has been approved by the Company under Section 7(A). Franchise Owner must acquire the Franchise Location by executing a lease or land license for the Franchise Location or a binding agreement to purchase the Franchise Location, the terms of which have been approved by the Company in writing, within the time period specified in Section 7(A). For purposes of this Agreement, references to a "lease" will include a land license, if applicable. If Franchise Owner leases the Franchise Location from a third-party or a person affiliated with Franchise Owner, the Company's approval of the lease may be conditioned on inclusion of provisions in the lease acceptable to the Company, including the provisions included in the form of Addendum to Lease attached to this Agreement as Appendix G (except to the extent the Company agrees to waive any of the provisions) and other provisions reasonably specified by the Company. If Franchise Owner purchases the Franchise Location, Franchise Owner must enter into an agreement with the Company that will give the Company the same rights that the Company has under the Addendum to Lease to enforce its rights and Franchise Owner's duties under this Agreement against the property, including but not limited to the right to lease the property under Section 15(B). Except in accordance with this Agreement, Franchise Owner must not assign its lease or let or sublet or sell the Franchise Location or any portion of the Franchise Location without the prior written consent of the Company. Although the Company has the right to review, comment on, and approve Franchise

Owner's lease or purchase agreement for the Franchise Location, Franchise Owner acknowledges that the Company will not evaluate or be responsible for the commercial reasonableness or suitability of the lease or purchase agreement and that Franchise Owner has those responsibilities.

(C) Development of Store.

Franchise Owner must fully develop the Franchise Business in accordance with the Company's specifications. Franchise Owner must construct and/or improve the Franchise Location in compliance with the Company's specifications, including but not limited to specifications for build-out, decor, signage, equipment layout, space, awnings, umbrellas, etc. Also, the Company must approve all drawings, plans and specifications relating to the design, construction and/or improvement of the Franchise Location. Franchise Owner must complete development of the Franchise Location and purchase and install all equipment, fixtures, signs and supplies specified by the Company at the Franchise Location before opening the Franchise Business. The Company will have the right to inspect and approve the construction before Franchise Owner opens the Franchise Business to make sure the Company's specifications have been followed. If, in the opinion of the Company, the Company's specifications have not been followed, Franchise Owner must resolve any issues to the satisfaction of the Company before opening the Franchise Business.

Franchise Owner must report to the Company, no later than 30 days after Franchise Owner begins operation of the Franchise Business, a complete listing of costs and expenses incurred by Franchise Owner in the development of its Store, including a breakdown by categories specified by the Company. Also, Franchise Owner must share this information with the Company, as requested by the Company, throughout the process or developing the Store.

Although the Company has the right to review and comment on and must approve all drawings, plans and specifications relating to the design, construction, and/or improvement of the Franchise Location, the Company is only acting to ensure compliance with the Company's specifications. Franchise Owner acknowledges that the Company will not evaluate or be responsible for compliance with governmental requirements, legal requirements or adequacy of design and engineering relating to the design and construction and/or improvement of the Franchise Location and that Franchise Owner is solely responsible for those matters.

(D) Completion of Training.

Franchise Owner must successfully complete the training programs specified by the Company, to the satisfaction of the Company, before beginning operation of the Franchise Business. The Company must acknowledge in writing that Franchise Owner has successfully completed the training programs before Franchise Owner opens the Franchise Business.

(E) Employees.

Franchise Owner must hire and train sufficient employees for the Franchise Business to comply with the Franchise System.

(F) Telephone Numbers; Internet Access; E-Mail Address.

Franchise Owner must acquire and maintain up to three telephone lines dedicated solely to the Franchise Business. The Company may, at its option, obtain and register in its name, the telephone lines and numbers to be used at the Franchise Business. Franchise Owner must pay all costs and charges for the installation, maintenance and use of the telephone lines and numbers, even if those numbers are obtained and registered in the name of the Company. Franchise Owner must acquire and maintain a high-speed and fixed-based internet connection with speeds at least

equal to the average internet speed in the United States, for communication with the Company and access to on-line materials and so the Company may access Franchise Owner's POS Systems remotely 24 hours a day and seven days a week. Franchise Owner must also acquire and maintain an e-mail address so that the Company and Franchise Owner may communicate by e-mail. If specified by the Company, Franchise Owner must participate in the centralized email system maintained by the Company. Franchise Owner acknowledges and agrees that the Company will have access to and may monitor all of Franchise Owner's correspondence by e-mail.

(G) Approval of Grand Opening Advertising Program.

The Company's Marketing Department must approve Franchise Owner's grand opening advertising plan before Franchise Owner opens the Franchise Business. See Section 9(A).

(H) Opening of Franchise Business.

The Franchise Business must be fully developed in accordance with the Company's specifications and all other conditions to opening specified in this Agreement or otherwise by the Company must be met before Franchise Owner opens the Franchise Business to the public. Franchise Owner must comply with these conditions and must open the Franchise Business to the public no later than 12 months after Franchise Owner obtains the Franchise Location or this Agreement may be terminated by the Company.

SECTION 8 - Operations

(A) Continuing Operations and Best Efforts; Business Hours.

Franchise Owner must continually operate the Franchise Business after opening in accordance with the provisions of this Agreement throughout the term of this Agreement. Franchise Owner must use its best efforts to promote and maximize the sales of the Franchise Business throughout the term of this Agreement. Franchise Owner must maintain at all times, sufficient inventory, equipment, supplies and personnel to operate the Franchise Business at optimal capacity and efficiency as specified by the Company. Franchise Owner must be open for business every day in accordance with the following business hours unless the Company approves a modification of these days and business hours in advance in writing: Monday through Saturday—6:00 a.m. to 9:00 p.m. and Sunday—7:00 a.m. to 9:00 p.m. The Company may modify these days and business hours of operation from time to time by notifying Franchise Owner in writing of any such changes.

(B) Standards of Operation; Customer Disputes; Operations Manual.

Franchise Owner acknowledges that every component of the Franchise System is important to the Company and to the operation of the Franchise Business. Franchise Owner must, at all times, operate and maintain the Franchise Business in a competent manner as an attractive, clean, convenient and efficiently operated specialty store offering high quality products and efficient, courteous service and in full compliance with all aspects of the System specified by the Company. In all business dealings with the public, Franchise Owner must be governed by the highest standards of honesty, integrity, fair dealing and ethical conduct.

If a dispute develops between Franchise Owner and a customer and is not resolved promptly by Franchise Owner, the Company will have the right to evaluate the dispute and to make a determination of the manner in which the dispute will be resolved. Franchise Owner agrees to be bound by the Company's determination of the resolution of the dispute. Franchise Owner must reimburse the Company for any expense incurred by the Company in connection with the resolution of the dispute.

Franchise Owner must comply with all lawful and reasonable policies and procedures specified by the Company in connection with the operation of the Franchise Business. These specifications may include, but are not limited to, standards, techniques and procedures for:

(1) The safety, maintenance, cleanliness, sanitation, function, hours of operation and appearance of the Franchise Location and its equipment, fixtures, furniture, decor and signs.

(2) Qualifications, dress, uniforms, grooming, general appearance, demeanor and training of store employees.

(3) Type, shelf life, quality, taste, portion control, and uniformity and manner of preparation and sale of all of the products sold by the Franchise Business.

(4) Methods and procedures relating to receiving and preparing customer orders.

(5) Sales, advertising and promotional techniques and programs.

(6) Construction, maintenance and appearance of the Franchise Business and the Franchise Location.

(7) Payment, credit, accounting and financial reporting policies and procedures.

(8) Use of any on-line web-based communications portal maintained by the Company.

(9) Purchase and maintenance of equipment, fixtures and inventory.

(10) Insurance coverage.

(11) Use of standard forms and the Marks.

(12) Use and illumination of exterior and interior signs, displays and similar items.

(13) Atmosphere of the Franchise Location, including, without limitation, such things as music and lighting.

(14) Handling of customer complaints and customer communications.

(15) Identification of the Franchise Business as an independently owned and operated business.

(16) Attendance by the Franchise Owner and managers at required training programs and meetings.

(17) Maintenance of a minimum required number of trained staff at all times, based on the business needs of the Store.

(18) Having a minimum number of employees present at the Store during all hours of operation.

(19) Using and honoring gift certificates, coupons and other such local and national promotional programs authorized or specified by the Company.

(20) Use of Electronic Media in connection with the Franchise Business.

(21) Other details of the operation of the Franchise Business and the relationship between the Company and Franchise Owner.

These policies and procedures may be contained in the operations, brand guidelines, and training manuals of the Company or in memos, bulletins, newsletters, emails, on-line postings or other electronic or written materials prepared by the Company (for the purposes of this Agreement, "Operations Manual" will mean all operations manuals, brand guidelines manuals, training manuals, or other written materials relating to the System or containing the Company's specifications). Franchise Owner will be given a copy of the currently existing Operations Manual after execution of this Agreement. The Operations Manual will be provided in one or more formats as determined by the Company (e.g. paper copy, electronic copy, access on-line to an electronic copy). Applicable modifications or additions to the Operations Manual will be provided as they become available. The Operations Manual remains the property of the Company, must not be duplicated except for use in the Franchise Business, and all copies made by Franchise Owner must be returned to the Company or destroyed on expiration or termination of this Agreement. The Company may periodically provide updated paper copies of the Operations Manual to Franchise Owner and charge Franchise Owner a reasonable fee for providing those copies.

Due to the nature of operation of the Franchise Business and the fact that the specifications for the Franchise Business must and do change, the Company reserves the right to change the System after execution of this Agreement and to change the terms of the Operations Manual after execution of this Agreement to reflect those changes. The Operations Manual cannot change the terms of this Agreement, but will be in addition to this Agreement and will have the same effect as if set forth in this Agreement. If the Operations Manual is inconsistent with this Agreement, this Agreement will control. The Company agrees that it will specify its policies and procedures in a reasonable and uniform manner.

(C) Use of the Company's Website and other Technology in Operations.

Under the Franchise System as specified by the Company from time to time, Franchise Owner may be required to use the website, POS Systems, internet-based systems and/or other technology developed and maintained by or on behalf of the Company. Uses of the website, internet-based systems , POS Systems and/or other technology may include, but are not limited to, advertising for all Stores, lists of Stores, displaying daily menus, order taking from customers, inventory control for franchise owners, entering sales and other information, making schedules, projecting sales, reviewing reports, entering weekly payroll, placing orders with the Company or Designated or Approved Suppliers, posting the Operations Manual and communication between the Company, franchise owners and customers. The website, POS Systems, internet-based systems and/or other technology must be used by Franchise Owner in the Franchise Business and in the manner specified by the Company. IF PROVIDED, THE COMPANY'S WEBSITE, POS SYSTEMS AND INTERNET-BASED SYSTEMS AND THEIR CONTENT ARE PROVIDED "AS-IS'. THE COMPANY AND ITS AGENTS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY SUCH CONTENT AND FRANCHISE OWNER'S ABILITY OR INABILITY TO USE THE WEBSITE, POS SYSTEMS AND INTERNET-BASED SYSTEMS AND THEIR CONTENT. USE OF THE COMPANY'S WEBSITE, POS SYSTEMS AND INTERNET-BASED SYSTEMS AND THEIR CONTENT IS AT YOUR SOLE RISK. THE COMPANY WILL IN NO EVENT BE LIABLE TO FRANCHISE OWNER OR ANY PERSON OR ENTITY CLAIMING THROUGH FRANCHISE OWNER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OR LAW FOR ANY ERRORS IN OR THE USE OF OR INABILITY TO USE THE COMPANY'S WEBSITE, POS SYSTEMS AND INTERNET-BASED SYSTEMS AND THEIR CONTENT INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS, DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS.

(D) Specifications of Products, Equipment and Suppliers.

Franchise Owner must obtain all equipment and POS terminals, fixtures, signs, inventory, food products, packaging materials, paper and plastic products, menus, and all other supplies specified by the Company for the Franchise Business.

In order to maintain uniqueness, consistency, uniformity, quality and identity of Stores and the products and services offered and sold by Stores and the group purchasing power of Stores, Franchise Owner must comply with the product, service and supply requirements set forth in this Section.

The Company may designate any products and services used in the design, development, construction, or operation of the Franchise Business as "Designated Products or Services." Designated Products or Services must be purchased in accordance with the Company's specifications (which may include brand names) and only from the Company or a manufacturer, supplier, distributor, or professional or other service provider specifically designated by the Company (a "Designated Supplier"). Franchise Owner will have no right to request approval of alternative suppliers for Designated Products or Services.

Unless otherwise specified by the Company, all products and services used in the design, development, construction, or operation of the Franchise Business, other than Designated Products or Services, must be obtained in accordance with the Company's specifications (which may include brand names) and only from a manufacturer, supplier, distributor, or professional or other service provider that has been approved by the Company (an "Approved Supplier"). An Approved Supplier will be a supplier that: (a) has met the Company's standards for quality and uniformity of goods and services and other relevant standards established by the Company; (b) has been designated by the Company in writing as an Approved Supplier; and (c) has not later been disapproved by the Company. Franchise Owner may request to have a supplier for items (other than Designated Products or Services) approved by submitting to the Company the information, samples or agreements necessary for the Company's determination under the procedures specified by the Company. This request must be in writing and must include information about the product or supplier relating to the Company's specifications, a sample of the product or service to be approved or a person at the manufacturer or supplier that the Company can contact for information. The Company may submit the information to an independent laboratory or another independent expert to determine if the product or supplier meets the Company's specifications. The Company may charge Franchise Owner a fee to cover the costs incurred in making this determination. On Franchise Owner's request, and only on a confidential basis, the Company will furnish Franchise Owner with any issued standards and specifications for

items other than Designated Products or Services, as well as any issued criteria for supplier approval. The Company will notify Franchise Owner in writing of its approval or disapproval of a supplier within 30 days after receiving all information that the Company reasonably believes is necessary to make the determination.

Before the Company approves a supplier, the supplier may be required to enter into an agreement with the Company in a form reasonably acceptable to the Company providing that the supplier will: (a) follow the Company's procedures, specifications and standards, formulas, patterns, and recipes; (b) provide for periodic quality control inspections of the supplier's premises and production facilities; (c) require the supplier to provide a reasonable number of samples, without charge, for inspection; (d) require the supplier to keep any trade secrets or other confidential information disclosed to it by Franchise Owner or the Company in confidence and to have employees to which such disclosure is made to sign agreements that they will not use or disclose confidential information; and (e) require the supplier to pay a reasonable license fee for a limited license for the production and sale of items using the Franchise Marks. An approval of a supplier is not a blanket approval of the items the supplier may sell but only for specific items sold by that supplier as approved by the Company.

In order to take advantage of group purchasing power and to ensure uniformity and quality, the Company reserves the right to limit the total number of Approved Suppliers for any items. The Company may add or delete Designated or Approved Suppliers from time to time and Franchise Owner must comply with those changes immediately on written notice from the Company. If the Company adds a Designated or Approved Supplier, Franchise Owner must immediately, on written notice from the Company, take the steps necessary to comply with the credit, purchase and other policies of the Designated or Approved Supplier. If the Company deletes a Designated or Approved Supplier, Franchise Owner must cease purchasing products and services from that supplier immediately on written notice from the Company.

The Company may, from time to time, enter into agreements with Designated or Approved Suppliers of products for and on behalf of all Stores or all Stores in a particular region (a "Supplier Contract"). If the Company enters into a Supplier Contract with a Designated or Approved Supplier, the terms and conditions of Franchise Owner's relationship with that Designated or Approved Supplier may be controlled by that contract to the extent covered by the contract.

The designation by the Company of a Designated or Approved Supplier or other provider of products or services does not create any express or implied promise, guaranty or warranty by the Company as to the quality of products and services, availability of products and services, and timely delivery of products and services of the Designated or Approved Supplier or other provider of products or services and the Company disclaims any such promises, guaranties or warranties. Franchise Owner agrees that the Company will not have any liability to Franchise Owner for any claims, damages or losses suffered by Franchise Owner as a result of or arising from the products or services provided by or the acts or omissions of any Designated or Approved Supplier or other provider of products or services designated or approved by the Company, including claims, damages or losses arising from the quality of products and services, failure to deliver, late delivery, delivery of the wrong products, unavailability of products, damages to products in delivery, adulteration of products, mislabeling, failure of warranty, etc. Franchise Owner waives and releases the Company from any such claims, damages, or losses against the Company.

Franchise Owner acknowledges and agrees that the Company and/or its affiliates have the right to receive rebates, commissions, dividends, distributions or other fees, discounts or payments from Designated and Approved Suppliers or other providers of products or services based on sales

of products or services to the Franchise Business and other Stores ("Supplier Payments"). Franchise Owner agrees that the Company and its affiliates will have the right to collect all Supplier Payments and to use the Supplier Payments for any purpose at the Company's sole discretion. Franchise Owner must cooperate with the Company and its affiliates in the collection of Supplier Payments.

(E) Products and Services.

Franchise Owner must sell all products and provide all services that the Company specifies for sale for the Franchise Business. Franchise Owner must not sell any products, provide any services or engage in any business at the Franchise Business or Location other than those specified by the Company without written authorization from the Company. The Company may add or delete required or authorized products or services to be provided by the Franchise Business. If any products or services are added, Franchise Owner must be qualified to provide the products and services before the Company will authorize Franchise Owner to offer those products and services. If a product or service is deleted, Franchise Owner must cease offering that product or service immediately on written notice from the Company. Franchise Owner acknowledges that the products and services that Franchise Owner is authorized or required to sell may differ from those that other Stores are authorized or required to sell based on regional differences in products and services authorized by the Company, sales of products or services on a limited-time-only basis that are not available to all Stores, the test marketing of products or services, or other business reasons in the Company's discretion. The Company will not have any liability or responsibility to Franchise Owner if Franchise Owner is not able or is not authorized to sell all the same products or services as other Stores.

(F) Pricing, Promotional Programs, Gift Cards and Customer Loyalty Programs.

In order to enhance the competitive position and consumer acceptance for the products and services of Stores, the Company may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include, without limitation: (a) prescribing the maximum and/or minimum retail prices that Franchise Owner may charge customers for the products and/or services offered and sold at the Franchise Business; (b) recommending retail prices; (c) advertising specific retail prices for some or all products or services sold by the Franchise Business, which prices Franchise Owner will be required to observe; (d) engaging in marketing programs, promotional programs, drives, giveaways, contests and other campaigns that Franchise Owner must participate in and that may directly or indirectly impact Franchise Owner's retail prices; and (e) otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices that the Franchise Business may charge the public for the products and services it offers. The Company may engage in any such activity either periodically or throughout the term of this Agreement. Further, the Company may engage in such activity only in certain geographic areas (e.g. cities, states, regions) and not others, or with regard to certain subsets of franchise owners and not others. Franchise Owner acknowledges and agrees that any maximum, minimum or other prices the Company prescribes or suggests may not optimize the revenues or profitability of the Franchise Business and Franchise Owner irrevocably waives any and all claims arising from or related to the Company's prescription or suggestion of retail prices for the Franchise Business.

Franchise Owner agrees to participate in any gifts cards, electronic gift or money cards (referred to as E-cards), frequency cards (BIGGBY Cards), awards programs (E-wards), or other programs specified by the Company and to honor all such cards, awards, and other programs issued by the Company or by other franchise owners in accordance with the Company's policies. Franchise Owner acknowledges and agrees that Franchise Owner's participation in those

programs is integral to the Franchise System and to the success of those programs. The Company or a person designated by the Company will administer any such programs specified by the Company. Franchise Owner agrees that the Company may charge an administrative fee for administrating those programs. Franchise Owner must provide to the Company, at the times and in the manner specified by the Company, all information collected and databases created in connection with these programs.

Under the Company's current E-card program: (1) Franchise Owner will sell E-cards and redeem E-cards; (2) on a quarterly basis the Company will reconcile Franchise Owner's sales and redemptions of E-cards: (3) at the time of the reconciliation, if Franchise Owner's sales exceed redemptions, Franchise Owner must pay the difference to an E-card fund maintained by the Company; and, (4) if Franchise Owner's redemptions exceed sales, the E-card fund will pay Franchise Owner the difference. This program is subject to change by the Company. The Company may incorporate the E-card fund or manage the E-card fund through a separate entity whenever the Company deems appropriate. The Company may assign some or all of the rights and duties specified in this Section to the separate E-card fund entity. The Company may change the separate E-card fund entity or assign management of the E-card fund back to the Company at any time in the Company's discretion. If the E-card fund is operated or managed by a separate entity, on request, the Company will provide Franchise Owner with a copy of the governing documents for the entity.

(G) Data Security Requirements.

Franchise Owner is responsible for securing the data of its customers. Franchise Owner must comply with industry standards and all applicable laws relating to the protection of Customer Information and other personal information. Franchise Owner will be solely responsible for any liability, damages or claims caused by any data breaches or Franchise Owner's failure to comply with these industry standards and laws. Franchise Owner must comply with the Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures and other applicable payment card industry requirements ("PCI Requirements") in connection with the Franchise Business. It is recommended that Franchise Owner also comply with the ISO/IEC 27000-series information security standards (or other comparable third party information security standards) ("Information Security Standards") in connection with the Franchise Business. It is Franchise Owner's responsibility to research and understand the PCI Requirements and Information Security Standards, other industry standards, and applicable laws and to ensure that its business policies and practices comply with these requirements. Although the Company may provide advice and/or specify or provide POS Systems or business software, the Company does not represent or warrant that those systems or software comply with the PCI Requirements or Information Security Standards, other industry standards, and applicable laws and it will be the sole responsibility of Franchise Owner to ensure that its business practices comply with these requirements. Franchise Owner must periodically participate in audits of its information technology systems and data security policies by third party auditors as specified by the Company.

If Franchise Owner detects or is notified of data breach involving the data of its customers ("Data Breach"), Franchise Owner must immediately notify the Company of the Data Breach. Franchise Owner must cooperate with the Company in investigating and halting the Data Breach, including giving the Company access to Franchise Owner's information technology systems. The Company will have the right to name legal counsel to deal with the Data Breach and to control media communications relating to the Data Breach. Franchise Owner must not make any public statements about the Data Breach without the Company's approval. Franchise Owner must

indemnify and hold harmless the Company for all claims and costs, including attorneys' fees, incurred by the Company as a result of any Data Breach that is the responsibility of Franchise Owner.

The Company will have the right to acquire a Cyber Liability Insurance Policy for the BIGGBY COFFEE franchise system and to require Franchise Owner to pay a portion of the cost of the Cyber Liability Insurance Policy as determined under the policies and procedures specified by the Company. The Company will have the right to collect Franchise Owner's share of the cost of the Cyber Liability Insurance Policy on a periodic basis in the manner provided in Section 4(H).

(H) Maintenance; Refurbishing.

Franchise Owner must maintain the appearance and cleanliness of the Franchise Location and the equipment, fixtures and signs for the Franchise Business in an attractive and safe condition and in good maintenance and repair and in compliance with the standards specified by the Company. If at any time, in the Company's reasonable judgment, the general state of repair, appearance or cleanliness of the Franchise Location or its equipment, fixtures or signs does not meet the Company's standards, the Company may notify the Franchise Owner in writing, specifying the action to be taken by the Franchise Owner to correct the deficiency. The Franchise Owner must initiate the specified action within 30 days after receipt of the notice and diligently proceed to complete the specified action. If Franchise Owner fails to do so, then the Company will have the right, in addition to its other rights under this Agreement, but will not be obligated to, enter the Franchise Location and cause the specified action to be taken on behalf of the Franchise Owner and the Franchise Owner must pay the entire cost to the Company on demand.

In addition to regular maintenance obligations, within six months of the Company's request, Franchise Owner must refurbish, update, upgrade, construct and/or improve the Franchise Location and the equipment and fixtures at the Franchise Location, in the manner specified by the Company, to maintain or improve the appearance and efficient operation of the Franchise Business, to increase its sales potential and to comply with the Company's then current standards and identity. The requirement to refurbish the Franchise Location will be imposed uniformly on all Franchise Owners, but the expenses incurred in fulfilling the requirement will vary depending on such factors as the condition of the Franchise Location and local costs of construction.

Franchise Owner must make no material alterations to the leasehold improvements or appearance of the Franchise Location and must not make any material alterations to the equipment, fixtures or signs of the Franchise Location without prior written approval of the Company. The Company agrees not to unreasonably withhold such approval provided that the alterations are not inconsistent with the Company's image and are not prohibited by the Franchise Owner's lease or by law.

(I) Management of the Franchise Business.

The Franchise Business must, at all times, be under the direct supervision of a manager as described in this Section (the "Designated Manager"). The Designated Manager must: (i) be personally responsible for the Franchise Business at all times; (ii) personally exercise their best efforts to market the Franchise Business, maximize customer satisfaction, and be on the floor of the Franchise Business working a position behind the espresso bar for a minimum of six hours a day, five days a week. The management of the Franchise Business must be the full-time occupation of the Designated Manager.

If this is Franchise Owner's first Store, and depending on Franchise Owner's prior business experience, Franchise Owner, or if Franchise Owner is a corporation, partnership or other entity, at least one of the persons designated in Item 5 on Appendix A ("Principal" or "Principals"), may be required to be the Designated Manager of the Franchise Business for a period of up to one year after beginning operation. If, after the required period (or if this is not Franchise Owner's first Store), Franchise Owner (or a Principal) decides not to be the Designated Manager of the Franchise Business at all times, then Franchise Owner must designate a full-time on-premises manager that has been approved by the Company to be the Designated Manager for the Franchise Business.

The Designated Manager must meet the following requirements before beginning to serve as Designated Manager for the Franchise Business: (1) the Designated Manager must have successfully completed the initial training program and any retraining or refresher training programs specified by the Company; and (2) the Designated Manager must be approved by a director or executive officer of the Company. The Company may revoke approval of a Designated Manager, in which case Franchise Owner must replace the Designated Manager within 30 days with a person who meets these requirements. If Franchise Owner or a Principal is not the Designated Manager, the Designated Manager must be under the direct supervision of Franchise Owner or a Principal. If Franchise Owner desires to change the approved Designated Manager, Franchise Owner must notify the Company in writing as least 30 days before employing a new Designated Manager. It is Franchise Owner's responsibility to ensure that the Franchise Business is always under the supervision of an approved Designated Manager. A failure by Franchise Owner to have the Franchise Business under the supervision of an approved Designated Manager is a material default under this Agreement.

The Company's approval or disapproval of a Designated Manager will be based on the standards and requirements specified by the Company from time to time, in writing or otherwise. If the Company denies or revokes approval of a Designated Manager, it will notify Franchise Owner of the reasons for the decision. Notwithstanding the right of the Company to protect the goodwill of the BIGGBY COFFEE franchise system by disapproving a Designated Manager employed by Franchise Owner, the Designated Manager will not be deemed an employee of the Company for any purpose whatsoever.

(J) Employees.

Franchise Owner must hire all employees for the Franchise Business, be exclusively responsible for the terms of their employment and compensation, and must implement a training program for them in compliance with the Company's standards. Franchise Owner must maintain at all times a staff of trained employees sufficient to operate the Franchise Business in compliance with the Company's standards. Franchise Owner must have the minimum number of employees specified by the Company present at the Franchise Business during all required hours of operation. Franchise Owner acknowledges that any minimum staffing requirements specified by the Company are solely for the purpose of ensuring that the Franchise Business is at all times staffed at those levels necessary to operate the Franchise Business in conformity with the Franchise System and the products, services, standards of quality, and other BIGGBY COFFEE brand attributes. Franchise Owner understands that it may staff the Franchise Business with as many employees as it desires at any time as long as the Company's minimum staffing levels are met. If specified by the Company, Franchise Owner must require its employees and agents to sign an agreement relating to confidentiality and/or non-competition in a form approved by the Company as a condition of employment of the employee.

All management employees of the Franchise Business must have successfully completed the Company's management training program before providing management services to the Franchise Business. Also, all staff of the Franchise Business specified by the Company must attend and complete to the satisfaction of the Company any staff training and development programs specified by the Company and Franchise Owner must not employ anyone who refuses or fails to complete such training and development programs to the Company's satisfaction.

The Company may impose a reasonable charge on the Franchise Owner for any training provided to the Franchise Owner, its managers or employees, beyond the initial training program described in Section 10. Any such fees will be uniform as to all persons attending training at that time and will be based on the Company's out-of-pocket expenses plus the per diem rate of the training personnel involved. These fees are not refundable.

The Company's standards do not include any employee policies and procedures. The Company will not control and will not be involved in any way with Franchise Owner's payroll or other employment related matters regardless of any information that the Company may provide in operations or training manuals or otherwise. Franchise Owner is solely responsible for all employment decisions and obligations. Franchise Owner must prominently post signs at the Franchise Location (including in the area in which all official employment relating notices are posted) and at Franchise Owner's offices informing employees and independent contractors that their relationship is solely with Franchise Owner and that they are not an employee of the Company or any of its affiliates. Similar language must be included in all employment contracts, offer letters, and employee handbooks. The Company may specify the language for the required postings and notices. Franchise Owner must indemnify and hold harmless the Company from and against any liability relating to or arising from employment related decisions and obligations, including but not limited to labor and employment law violations by Franchise Owner and Franchise Owner's employees.

(K) Insurance.

Franchise Owner must obtain and provide the Company with evidence of insurance in the amounts and with the coverages specified by the Company. Evidence of this insurance must be initially provided at least ten (10) days before beginning operation of the Franchise Business. Certificates of renewal must be provided no later than ten (10) days before the expiration date of each policy. If Franchise Owner does not provide the Company with evidence of any required insurance policies at any due date, the Company may (but is not obligated to) purchase that insurance at the Franchise Owner's expense. Franchise Owner must immediately pay for any insurance obtained by the Company.

Each required insurance policy must meet the following requirements: (1) the policy must name the Company (and any affiliates or representatives of the Company that the Company may reasonably specify) as an additional insured on a primary and non-contributory basis with respect to any other collectable insurance on the form or forms specified by the Company; (2) the policy must not be subject to cancellation, modification or amendment except after 30 days written notice to the Company; (3) the insurance must be placed with a Designated or Approved Supplier, as applicable, and an insurance carrier with an AM Best's Rating of not less than A-IX and an AM Best Financial Size Category of class V11; (4) the policy must provide that failure by Franchise Owner to comply with any term, condition or provision of the insurance contract, or other conduct by Franchise Owner, will not void or otherwise affect the coverage afforded the Company or its affiliates or representatives (e.g. the Company, although named as an insured, will nevertheless be entitled to recover under such policies on any loss occasioned to the Company or its agents or

employees by reason of the negligence of Franchise Owner or Franchise Owner's agents or employees); (5) the applicable policies must cover Franchise Owner's indemnification obligations under this Agreement; (6) the policies will be primary to and without right of contribution from any insurance purchased by the Company; and (7) the policy must contain a waiver of subrogation in favor of the Company and all other indemnitees named in the contract. Franchise Owner's obligation to obtain and maintain the policy or policies of insurance in the minimum amounts specified by the Company will not be limited in any way by reason of any insurance that may be maintained by the Company nor will Franchise Owner's obligation to obtain insurance relieve Franchise Owner of its liability for indemnification as provided in Section 8(O). Franchise Owner's failure to provide any required documents relating to insurance will not be construed as a waiver of the requirements to obtain and maintain the insurance specified by the Company.

Franchise Owner must instruct its insurance agent or provider to automatically send the Company evidence of Franchise Owner's insurance coverages and the Company's status as an additional insured at the time of renewal of each insurance policy.

Franchise Owner acknowledges that the insurance coverages and amounts specified by the Company reflect minimum required amounts and are not meant to reflect Franchise Owner's actual insurance coverage needs. It is Franchise Owner's responsibility to carefully evaluate its insurance needs and to obtain the insurance coverages and amounts as necessary to satisfy those insurance needs.

(L) Compliance with Laws and other Obligations; Taxes.

Franchise Owner must obtain and keep in force every registration, charter, license or permit required for the Franchise Business. Franchise Owner must comply with all federal, state, county, municipal or other statutes, laws, ordinances, regulations, rules or orders applicable to the Franchise Business, including but not limited to those relating to the maintenance and operation of the Franchise Business, health, safety, sanitation, employment (including the Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Occupational Safety and Health Act (OSHA), Employee Retirement Income Security Act (ERISA), Title VII, the Age Discrimination in Employment Act, the Affordable Care Act, and comparable laws regulating minimum wage, overtime pay, recordkeeping, youth employment standards and other aspects of employment), environmental regulation, and taxation. Franchise Owner must immediately notify the Company if any governmental department or agency begins an investigation of the Franchise Business, schedules a review, inspection or audit of the Franchise Business or takes any action against the Franchise Business.

Franchise Owner must pay, when due, all taxes of every kind applicable to the Franchise Business or the income of the Franchise Business, including all local, state or federal taxes. The Company will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied on Franchise Owner or the Franchise Business, due to the business Franchise Owner conducts (except for the Company's income taxes). Franchise Owner is responsible for paying these taxes and must reimburse the Company for any taxes that the Company must pay to any federal, state or local taxing authority on account of either Franchise Owner's operation or payments that Franchise Owner makes to the Company.

(M) Separate Identification of Business.

Franchise Owner must identify the Franchise Business as a separate business by filing an assumed name certificate as appropriate in the state and/or county of location of the Franchise Business. Franchise Owner must conspicuously post at the Franchise Location a notice to the

effect that the Franchise Business is owned independently of the Company. Franchise Owner must identify itself conspicuously in all dealings with customers, suppliers, public officials, the personnel of the Franchise Business, and others as the owner of the Franchise Business under a franchise granted by the Company and to place notice of independent ownership on the forms, business cards, stationery, advertising, and other materials specified by the Company.

(N) Indemnification.

Franchise Owner agrees that it will, at its sole cost, at all times defend, indemnify and hold harmless the Company, any affiliate of the Company, the affiliates, subsidiaries, successors and assigns and designees of each and the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (the "Indemnitees") to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any civil, criminal or governmental action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based on, is a result of, or is related in any way to any element of the establishment, construction, opening and operation of the Franchise Business, including, without limitation: any personal injury, death or property damage suffered by any customer, visitor, operator, employee or guest of the Franchise Business; crimes committed on or near the Franchise Location or vehicles used by the Franchise Business; all acts, errors, neglects or omissions engaged in by Franchise Owner, its employees, contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of the Franchise Location, whether or not any of the foregoing was approved by the Company; defects in any premises constructed by or operated by Franchise Owner, whether or not discoverable by Franchise Owner or the Company; all acts, errors, neglects or omissions of Franchise Owner or the Franchise Business and/or the owners, members, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of Franchise Owner or the Franchise Business (or any third party acting on behalf of or at the direction of Franchise Owner), whether in connection with the Franchise Business or otherwise, including, without limitation, any property damage, injury or death suffered or caused by any delivery-person or vehicle serving the Franchise Business; all liabilities arising from or related to the offer, sale and/or delivery of products and/or services by Franchise Owner or the Franchise Business; and any action by any customer of Franchise Owner or visitor to the Franchise Business.

As used above, the phrase "claims, losses, liabilities and costs" includes: all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to the Company's reputation and goodwill; costs of or resulting from delays; travel, food lodging and other living expenses necessitated by the need or desire to appear before or witness the proceedings of courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Indemnitees' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by Franchise Owner, regardless of any actions, activity or defense undertaken by Indemnitees or the subsequent success or failure of the actions, activity or defense.

Franchise Owner agrees to give the Company written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three days of Franchise Owner's actual or constructive knowledge of it. At Franchise Owner's expense and risk, the Company may elect to assume (but under no circumstance will the Company be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. The Company's undertaking of defense and/or settlement will in no way diminish Franchise Owner's obligation to indemnify the Company and other Indemnitees and to hold the Company and other Indemnitees harmless. The Company will have the right, at any time it considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions the Company considers expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in the Company's sole judgment, there are reasonable grounds to do so.

This indemnity obligation will continue in full effect even after the expiration, Transfer or termination of this Agreement. The Company's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on the Company by statute, ordinance, regulation or other law. An Indemnitee need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses in order to maintain and recover fully a claim against Franchise Owner under this Section. Franchise Owner agrees that a failure to pursue recovery or mitigate a loss will not reduce or alter the amounts that an Indemnitee may recover from Franchise Owner under this Section.

(O) Franchise Owner Association

The Company may designate a Franchise Owner association in which all franchise owners of Stores may participate. If the Company designates a Franchise Owner association, Franchise Owner must join, maintain a membership in and abide by the governing instrument of that Franchise Owner association. The structure of the Franchise Owner association as well as the original governing instrument of the Franchise Owner association and any changes to that instrument, must be approved by the Company. The Franchise Owner association may require Franchise Owner to make contributions or pay dues to the Franchise Owner association. The Franchise Owner association will make decisions based on a majority of the votes entitled to be cast by its members. The Company will not be a member of the Franchise Owner association. The Company may, but is not required to, ask the Franchise Owner association to consult with the Company on issues of interest to the Franchise System. The costs and expenses of the Franchise Owner association must be paid by the Franchise Owner association. The provisions of this Section will not impair Franchise Owner's right to join any other association of franchise owners.

(P) Notices to the Company.

Franchise Owner must notify the Company in writing of the details of any of the following events, within one business day of the occurrence of the event:

(1) The start of any civil, criminal, or administrative action, suit, countersuit or other proceeding against Franchise Owner, any Principal or the Designated Manager.

(2) Franchise Owner, any Principal, or the Designated Manager receives a notice of noncompliance with any law, rule or regulation.

(3) The issuance of any order, writ, injunction, award, decree, warrant, intent to levy, or garnishment by any court, tribunal, agency, or other governmental organization against Franchise Owner, any Principal, or the Designated Manager.

(4) Any complaints, inspections, reports, warnings, certificates or ratings of Franchise Owner or the Franchise Business, communicated, issued, performed, or scheduled by any governmental agency.

Franchise Owner must provide the Company with any additional information the Company requests, within five days of request, about the status, progress or outcome of any of the events listed in this Section. Franchise Owner's failure to provide the notice and/or additional information required by this Section will be considered a material default under this agreement.

SECTION 9 - Advertising

(A) Grand Opening Advertising.

Franchise Owner must prepare a grand opening advertising plan in compliance with the criteria specified by the Company. Franchise Owner must timely implement the approved grand opening advertising plan and is responsible for the cost of implementing the grand opening advertising plan. Franchise Owner must spend a minimum of $9,500 to implement the grand opening advertising plan. Unless otherwise provided in Franchise Owner's approved grand opening advertising plan, Franchise Owner must implement the grand opening advertising plan within the period beginning two months before the opening of the Franchise Business and ending two months after the opening of the Franchise Business. Franchise Owner must provide the documentation specified by the Company to show that Franchise Owner has spent the required amount on grand opening advertising within the specified time frame. If the Franchise Owner does not provide the specified documentation or does not spend the required amount on grand opening advertising within the prescribed time frame, Franchise Owner must pay the amount not satisfactorily documented or not spent to the Company on demand. These funds will be placed in the advertising fund to be used at the Company's discretion. Franchise Owner's obligations to implement a grand opening advertising plan are in addition to Franchise Owner's other advertising obligations under this Agreement, including obligations to pay advertising fund contributions, to spend amounts for minimum local advertising, and to participate in advertising cooperatives.

(B) Advertising Fund.

Franchise Owner must make contributions, as required under Section 4(C), to an advertising fund that will be administered by the Company or an agency designated by the Company. The advertising fund will be used to maximize general public recognition and patronage of the Franchise Marks and System. The Company may use the advertising fund to formulate, develop, create, produce, execute, support, and maintain advertising and promotional materials, programs, platforms, systems, Electronic Media, and technology related to marketing and to conduct, support, and maintain marketing, community relations, Electronic Media support and campaigns, customer loyalty programs and systems, gift card programs and systems, coupon and other promotional integration and systems, support for grand opening advertising for franchise owners, marketing for direct to consumer sales, and other advertising and promotional programs, activities, and technology, including artificial intelligence, on a national, regional or local level as the Company determines at its discretion to be most effective in achieving the goals of the advertising fund. The Company is not required to spend Franchise Owner's advertising fund contributions to place advertising in Franchise Owner's market or in any specific media. The Company may use advertising fund contributions to solicit new franchise sales. The advertising fund will be used to pay all expenses of the advertising fund. The Company reserves the right to engage the services of advertising, technical, consulting, and market research sources or other third-party sources to

formulate, develop, produce and conduct advertising and promotional programs. The cost of these services will be paid by the advertising fund. The advertising fund may be used to pay the Company for services provided by the Company to the advertising fund and to reimburse the Company for the proportionate compensation of employees of the Company who devote time and render service in the formation, development and production of advertising or the administration of the advertising fund. The Company will submit to Franchise Owner, upon request, an annual report of the receipts and disbursements of the advertising fund, unaudited, prepared by management of the Company, and provided in the manner specified by the Company. In no event will the Company or an agency engaged by the Company be liable for consequential or incidental damages resulting from administration of the advertising fund or resulting from any advertising produced or placed by or on behalf of the Company or Franchise Owner, including any claims for loss of business.

The Company may incorporate the advertising fund or manage the advertising fund through a separate entity whenever the Company deems appropriate. The Company may assign some or all of the rights and duties specified in this Section to the separate advertising fund entity. The Company may change the separate advertising fund entity or assign management of the advertising fund back to the Company at any time in the Company's discretion. If the advertising fund is operated or managed by a separate entity, on request, the Company will provide Franchise Owner with a copy of the by-laws or other governing documents for the entity.

(C) Minimum Local Advertising.

Franchise Owner must spend, on a monthly basis, for advertising in Franchise Owner's local market, an amount specified by the Company not to exceed 3% of the Gross Sales of the Franchise Business. Franchise Owner acknowledges that the amount specified by the Company may vary between franchise owners depending on the type of Store operated by Franchise Owner and the demographics of the area in which the Store is located. Franchise Owner must provide documentation to the reasonable satisfaction of the Company that the Franchise owner has spent the required amount on local advertising. If Franchise Owner does not provide such documentation or does not spend the required amount on local advertising, the Franchise Owner must pay the amount not satisfactorily documented or not spent to the Company on demand. These funds will be placed in the advertising fund to be used at the Company's discretion. In order to fulfill all or a part of Franchise Owner's minimum local advertising obligation, the Company may require that Franchise Owner participate in joint advertising programs or in an advertising cooperative, if one is formed for the area in which Franchise Owner's Store is located. See Section 9(D) below regarding advertising cooperatives.

(D) Advertising Cooperatives.

The Company may designate an advertising area that includes a group of Stores. If the Franchise Business is within a designated advertising area, Franchise Owner must join, maintain a membership in, and abide by the governing instrument of the advertising cooperative for that area. The structure of the cooperative as well as the original governing instrument of the cooperative and any changes to that instrument, must be approved by the Company. The cooperative cannot modify the terms of this Agreement but may require Franchise Owner to make contributions to the cooperative in addition to any advertising fund contributions the Franchise Owner is required to make. The cooperative will make decisions based on a majority of the votes entitled to be cast by its members. Each cooperative will work with the Company or an agency designated by the Company in coordinating and placing regional and local advertising for the members of the cooperative. The Company has the right to audit and review the books and records of each

cooperative. The costs and expenses of each cooperative must be paid by that cooperative. Amounts paid by Franchise Owner to an advertising cooperative will count towards Franchise Owner's minimum local advertising obligations under Section 9(C). If an advertising cooperative exists in the area in which the Franchise Business is located, Franchise Owner must sign a Membership Agreement for that advertising cooperative at the time of signing of this Agreement.

(E) Electronic and Telephone Directory Advertising.

Franchise Owner must list and advertise the Franchise Business in the Electronic Media, classified telephone and other directories specified by the Company, at Franchise Owner's sole expense. Franchise Owner must use listing templates specified or approved by the Company for these listings and advertising. Any amount spent for these listings and advertising will apply to Franchise Owner's minimum local advertising obligations under Section 9(C).

(F) Use of Electronic Media or Toll Free Telephone Numbers.

Franchise Owner must not use Electronic Media, toll-free telephone numbers or similar methods with potential local, regional, national or worldwide scope in connection with the operation and/or marketing of the Franchise Business, except as specified by the Company or with the written consent of the Company and then only in accordance with the policies and procedures specified by the Company. The Company may, at its discretion, maintain Electronic Media accounts or toll-free telephone numbers for the Franchise System and allow Franchise Owner to participate in those methods or the business generated by those methods under guidelines specified by the Company. The Company will have the right to control all responses to postings by customers and/or the public on Electronic Media relating to the Franchise Business.

(G) Additional Advertising; Approval.

The Company will have the right to set advertising policies and procedures that Franchise Owner must follow. These advertising policies and procedures may include, but are not limited to, limiting marketing to a certain area so that Franchise Owner is not directing marketing to another Franchise Owner's area, and limiting the type of marketing that may be used by Franchise Owner.

All advertising by Franchise Owner in any medium, including signage, must be factual and dignified, must conform to the brand standards contained in the Company's Brand Guidelines Manual and other specifications of the Company, and to the highest standards of ethical advertising practice. If specified by the Company, all advertising materials prepared by or for Franchise Owner must be approved by the Company in writing before it is used. No handwritten signs or otherwise non-conforming sign designs are allowed. No computer-generated signs are allowed unless they have been provided by the Company or approved in writing by the Company. If the Company requires pre-approval of advertising materials, Franchise Owner must submit to the Company for prior approval all marketing and promotion materials, including signage, prepared by the Franchise Owner for the Franchise Business and not prepared by or previously approved by the Company. The Company will have the right to disapprove the use of any advertising materials by Franchise Owner at any time. Even if the Company previously approved the use of advertising materials, Franchise Owner must discontinue the use of advertising materials immediately after the Company requests in writing. Franchise Owner must not use any advertising materials that do not comply with the Company's brand standards and other specifications and, if pre-approval of advertising materials is required by the Company, that are not approved in advance by the Company. Franchise Owner agrees to refrain from any business or advertising that may be injurious to the business of the Company and the goodwill associated with the Franchise Marks and Franchise System and other Stores.

If specified by the Company, all of Franchise Owner's advertising must contain notices of: (a) the Company's website domain name or other Electronic Media specified by the Company; (b) the Company's toll-free telephone number; and/or (c) a statement regarding the availability of BIGGBY® COFFEE franchises. To the extent possible, Franchise Owner must include the following language in all advertising: "Each BIGGBY® COFFEE Store is independently owned and operated."

Franchise Owner acknowledges and agrees that the Company may take photos in Franchise Owner's Store and that those photos may include photos of the owners, employees, and customers of Franchise Owner. Franchise Owner also agrees that the Company may use those photos in advertising, including on the Company's website, social media, and other Electronic Media. Franchise Owner hereby gives and forever grants to the Company and its successors, assigns, or licensees, the right to use, publish and copyright throughout the world in perpetuity any such photos, in whole or part, including alterations, modifications, derivations and composites of the photos (the "Work"), in advertising and promotion of the Company and Stores. This right will include the right to combine the Work, in whole or in part, with other images, and to alter the Work, by digital means or otherwise, so long as the use is of a lawful purpose. Franchise Owner acknowledges and agrees that all Work will become the property of the Company and will not be returned. Franchise Owner and its owners waive any right to inspect or approve the finished Work. Additionally, Franchise Owner and its owners waive any right to royalties or other compensation arising or related to the use of the Work. Franchise Owner and its owners hereby hold harmless, release, and forever discharge the Company from all claims, demands, and causes of action which Franchise Owner, its owners, and their successors, assigns, heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of Franchise Owner or its owners have or may have by reason of this authorization. To the extent required for the Company to use the Work, Franchise Owner agrees to use its best efforts to obtain legal, written consents from its employees (on hiring) and customers to authorize the Company to use the Work as contemplated in this paragraph.

SECTION 10 - Training

(A) Initial Training.

Franchise Owner must not begin operating the Franchise Business unless a Principal and the Designated Manager have attended and completed, to the Company's satisfaction, the initial training program. The training program will be conducted without charge to Franchise Owner for up to two persons who are Principals of Franchise Owner, the Designated Manager, or other management employees of the Franchise Business. If requested by Franchise Owner, the Company may, at its discretion, allow additional persons to attend the initial training program, but may, in that case, charge a reasonable fee for the training (not to exceed $5,000). Also, Franchise Owner will be responsible for paying its and its employees' salaries and expenses for travel, food and lodging incurred during the training program. The persons attending the initial training program may be required to sign an agreement relating to confidentiality and/or non-competition in a form approved by the Company before beginning the training program.

The Company recommends that the initial training program be completed no more than 45 days before the Franchise Business commences operation. If the Franchise Business will commence operation more than 45 days after completion of the initial training program by Franchise Owner or the applicable trainee, the Company may require the Franchise Owner or the applicable trainee to attend the initial training program again or to attend a refresher training program before the Franchise Business is authorized by the Company to commence operation.

If the Company determines that Franchise Owner has not completed the training program to the Company's satisfaction or that Franchise Owner or Franchise Owner's team of employees is not ready to open the Franchise Business to the public in accordance with the Company's standards, the Company may: (a) require Franchise Owner and/or Franchise Owner's employees designated by Franchise Owner to attend additional training before the Franchise Business opens to the public; and/or (b) require Franchise Owner to use additional assistance from the Company's representatives for a period of time during and after opening of the Franchise Business. The additional training and/or assistance will be at Franchise Owner's expense, which may include a charge for the Company's out-of-pocket expenses plus a per diem rate for the training personnel and/or representatives.

(B) Franchise Owner's Training Program for its Employees.

After beginning operation of the Franchise Business, Franchise Owner must establish and maintain a continual program of training for all employees in accordance with the Company's specifications. Each employee of the Franchise Business must complete each part of the specified training program and Franchise Owner must not employ anyone who refuses or fails to complete each part of the specified training program.

(C) Additional Training, Sales Programs and Meetings.

Franchise Owner or a Principal of Franchise Owner and management employees of the Franchise Business must, solely at Franchise Owner's expense, attend additional training, sales programs and meetings reasonably specified by the Company. The Company will give reasonable notice of any additional specified training, sales programs or meetings. The Company may impose a reasonable charge on the Franchise Owner for any training provided to Franchise Owner, its managers or employees beyond the initial training program. Any such fees will be uniform as to all persons attending additional training at that time and may be based on the Company's out-of-pocket expenses plus a per diem rate for the training personnel. The Company may require Franchise Owner to complete additional training before offering new products or services from the Franchise Business.

Franchise Owner understands and agrees that any specific ongoing training or advice the Company provides does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which the Company may discontinue and modify from time to time.

(D) Franchise Owner's Responsibilities Relating to Training Provided by the Company.

Franchise Owner will be responsible for paying its and its employees' wages or salaries, and expenses for travel, food, and lodging incurred during all training programs. Franchise Owner acknowledges and agrees that no compensation or other benefits will be paid by the Company to Franchise Owner, its principals, owners, managers or employees for any services performed by Franchise Owner or its principals, owners, managers or employees during training at any Store operated by the Company, its affiliates or any other person. Franchise Owner will be responsible for compliance with all minimum wage and hour and other employment laws applicable to Franchise Owner's employees attending training and/or providing services during training. Franchise Owner assumes all responsibility for any injuries sustained by Franchise Owner, its principals, owners, managers or employees while attending training. Franchise Owner agrees to indemnify and hold harmless the Company and its affiliates, agents and employees from any

injuries or damages arising out of or related to attendance and participation in training by Franchise Owner or its principals, owners, managers or employees.

SECTION 11 - Confidential Information

(A) Confidential Information Defined.

The Company possesses and uses, and on signing of this Agreement Franchise Owner will have the right to possess and use, certain proprietary and/or confidential information relating to developing and operating a Store (the "Confidential Information"). The Confidential Information includes, but is not limited to:

(1) Operations Manuals, training methods, operations methods, and other techniques, processes, policies, procedures, systems and data;

(2) Knowledge and experience relating to Stores;

(3) Advertising, Brand Guidelines Manual, marketing techniques and advertising programs used in developing and operating Stores;

(4) All information regarding the identities and business transactions of customers and suppliers;

(5) Computer software and similar technology that has been or may be developed by or for the Company or its agents, which is proprietary to the Company, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

(6) Knowledge of the operating results and financial performance of Stores;

(7) Other aspects of the Franchise System now or later revealed to Franchise Owner under this Agreement and all changes and enhancements in the Franchise System, even if developed by Franchise Owner.

(8) Other property that the Company describes as being Confidential Information or trade secrets of the Franchise System.

(B) Ownership and Use of Confidential Information.

Franchise Owner acknowledges that the Company or an affiliate of the Company owns the Confidential Information and agrees that Franchise Owner will not acquire any interest in the Confidential Information, other than the right to use it as the Company specifies solely for the purpose of establishing and operating the Franchise Business during the term of this Agreement. Franchise Owner acknowledges and agrees that the Confidential Information is proprietary to the Company and is disclosed to Franchise Owner in confidence only on the condition that Franchise Owner and its affiliates and the shareholders, officers, directors, members, partners, owners, investors, employees, and agents of Franchise Owner and its affiliates agree that they will:

(1) Not use the Confidential Information in any business or capacity other than in the Franchise Business as authorized by this Agreement, both during the term of this

Agreement and after expiration or termination of this Agreement for as long as the Confidential Information is not generally known in the industry;

(2) Keep each item deemed to be part of Confidential Information absolutely confidential, both during the term of this Agreement and after expiration or termination of this Agreement for as long as the item is not generally known in the industry;

(3) Not reveal any Confidential Information or any documentation relating to the Confidential Information or allow access to any internet-based systems or other on-line system maintained by the Company to any person or entity other than a person authorized by the Company;

(4) Not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(5) Adopt and implement procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Franchise Owner's employees; and

(6) Require Franchise Owner's employees and agents to sign an agreement relating to confidentiality and/or non-competition in a form approved by the Company before revealing any aspect of the Confidential Information to the employee or agent. The Company has the right to be a third party beneficiary of those agreements with independent enforcement rights.

(C) Development of New Proprietary or Confidential Information.

All ideas, concepts, techniques, variations, improvements, marketing programs, techniques, materials or other intellectual properties that relate to or enhance the Franchise Business or the Franchise System, whether or not protectable intellectual property and whether created by or for the Company or by or for Franchise Owner, must be promptly disclosed to the Company and will be the Company's sole and exclusive property, part of the Franchise System, and works made-for-hire for the Company. Franchise Owner hereby permanently and irrevocably assigns ownership of the intellectual property, and all related rights to it, to the Company to the extent that any intellectual property does not qualify as a "work made-for-hire" for the Company. Franchise Owner agrees to take whatever action (including signing an assignment or other documents) that the Company requests to evidence the Company's ownership in the intellectual property.

(D) Expiration, Termination or Transfer of this Agreement.

Franchise Owner agrees that when this Agreement expires, is terminated, or on the assignment of transfer of the Franchise Business, Franchise Owner will immediately cease using any and all of the Confidential Information in any business or otherwise and return to the Company all copies of all Confidential Information that Franchise Owner has in its possession. Franchise Owner acknowledges and agrees that it will be liable to the Company for any use of the Confidential Information not authorized by this Agreement.

SECTION 12 – Restrictions on Competition

(A) Covenant Not to Compete During Term.

Franchise Owner and its affiliates and the past, present, and future shareholders, officers, directors, members, partners, owners, and investors of Franchise Owner and its affiliates must not, during the term of this Agreement: (a) engage in any activity in competition with the Company or its Franchise Owners, including but not limited to involvement, whether as an owner (except ownership of no more than 1% of a publicly traded entity), director, officer, manager, employee, consultant, lender, representative or agent, or in any other capacity, or otherwise in any business that is involved, in whole or in part, in a "Competing Business" (defined in Section 12(D)) (except other Stores operated under franchise agreements entered into between Franchise Owner or its affiliate and the Company), or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business, without the prior written approval of the Company.

(B) Covenant Not to Compete After Term.

On the termination (including termination on Transfer), expiration or non-renewal of this Agreement, except termination by Franchise Owner for cause, Franchise Owner and its affiliates and the past, present, and future shareholders, officers, directors, members, partners, owners, and investors of Franchise Owner and its affiliates must not, for a period of two years commencing on the later of the effective date of termination, expiration or non-renewal, or the date of any Court order enforcing this provision, directly or indirectly, engage in any activity in competition with the Company or its Franchise Owners, including but not limited to involvement, whether as an owner (except ownership of no more than 1% of a publicly traded entity), partner, director, officer, manager, employee, consultant, lender, representative or agent, or in any other capacity in any business that is involved, in whole or in part, in a Competing Business (except other Stores operated under franchise agreements entered into between Franchise Owner or its affiliate and the Company) or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business within any Geographic Areas (defined in Section 12(D)).

(C) Other Restrictions.

Franchise Owner and its affiliates and the past, present, and future shareholders, officers, directors, members, partners, owners, and investors of Franchise Owner and its affiliates, must not, during the term of this Agreement and for a period of two years after termination, expiration, or non-renewal of this Agreement, directly or indirectly: (1) divert or attempt to divert any business or customer of the Franchise Business or any other Store to any Competing Business by direct or indirect inducements or otherwise; (2) sponsor, appoint or encourage or influence or promote friends, relatives or associates to operate a Competing Business; or (3) employ any person who is engaged or has arranged to become engaged in any activity in competition with Stores, including but not limited to involvement, either as an owner (except no more than 1% of the publicly traded securities of an entity), partner, director, officer, employee, consultant, lender, representative or agent, or in any other capacity, of any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses or otherwise grants to others the right to operate a Competing Business. After the termination, expiration, or non-renewal of this Agreement, the restrictions in subsections (2) and (3) will only apply if the Competing Business is operated in the Geographic Areas.

(D) Definitions of Competing Business and Geographic Areas.

The following definitions will apply to this Agreement:

(1) "Competing Business" means a retail business in which coffee-based drinks constitute at least 5% or more of the sales of the business.

(2) "Geographic Areas" means: (i) the Franchise Location; (ii) the area within two miles of the Franchise Location; and (iii) the areas within two miles of any other Store existing at the time Franchise Owner begins to operate the Competing Business.

(E) Acknowledgements and Agreements Relating to Restrictions on Competition.

Franchise Owner acknowledges and agrees that the length of the post-term restrictions and the geographical restrictions contained in this Section are fair and reasonable. The parties have attempted to limit Franchise Owner's right to compete only to the extent necessary to protect the reasonable competitive business interests of the Company and its Franchise Owners. If the above restrictions or any part of these restrictions are invalid, this Section will be considered as imposing the maximum restrictions allowed under the applicable state law in place of the invalid restriction or part of the restriction. In addition, the Company reserves the right to reduce the scope of these provisions without Franchise Owner's consent, at any time, effective immediately on notice to Franchise Owner.

If Franchise Owner is not an individual, the owners of Franchise Owner (stockholders, partners, members, etc.) will be bound by this Section 12 and must, contemporaneously with signing this Agreement, sign the Obligations and Representations of Individuals Involved in the Franchise Business attached as Appendix B to this Agreement.

SECTION 13 - Transferability

(A) General Rules.

This Agreement is personal to Franchise Owner or to the owners of Franchise Owner if Franchise Owner is a corporation, partnership or other entity. This Agreement or any interest in the corporation, partnership or other entity (if Franchise Owner is a corporation, partnership or other entity) must not be transferred, assigned, pledged, encumbered or sold, either directly, indirectly or contingently, whether voluntarily or by operation of law, except with the prior written consent of the Company and then only in accordance with the provisions of this Section 13. Any attempted assignment or transfer not in accordance with this Agreement will have no effect and will constitute a breach of this Agreement. Franchise Owner must not transfer or sell substantially all the assets of its Franchise Business, either directly or indirectly or contingently, except with the prior written consent of the Company. Franchise Owner acknowledges that the Company may reasonably withhold its consent to a sale of substantially all of the assets of the Franchise Business during the term of this Agreement unless those assets are being sold to a transferee approved by the Company in accordance with this Section 13, who will operate a Store at the Franchise Location.

Franchise Owner acknowledges and agrees that the following types of assignment or transfer are not permitted under this Agreement: (1) an assignment or transfer of any interest in this Agreement or any interest in Franchise Owner before Franchise Owner has opened and is operating the Franchise Business; and (2) a sublicense of any of the rights granted by this Agreement.

(B) Notice of Proposed Transfer; Right of First Refusal.

Franchise Owner or any person owning an interest in Franchise Owner or any legal heir or devisee of any deceased Franchise Owner or person owning an interest in Franchise Owner ("Seller") who receives and desires to accept a *bona fide* offer from a third party to engage in a transfer, must notify the Company in writing of such offer ("Offer Notice") within ten days of receipt of the offer. The Offer Notice must describe the proposed transfer in detail, including the name and address of the proposed purchaser, the nature of the transfer, the consideration to be paid, and all other material terms and conditions of the transfer. In addition to the Offer Notice, the Seller must also deliver copies of all documents to be executed in conjunction with the transfer and any financial or other information as the Company may specify to reasonably inform the Company of the financial condition of the Franchise Business, including but not limited to financial statements and tax returns of the Franchise Business.

The Company will have, for a period of 30 days from the date of delivery of the information specified above, the right and option ("right of first refusal"), exercisable by written notice to the Seller, to purchase the Seller's interest on the terms specified in the Offer Notice (modified as described below). The Company may designate a substitute purchaser to complete the transfer. If the transfer involves the purchase of stock or other ownership interests, the Company will have the option to purchase the assets of the Franchise Business instead for equivalent consideration. If the consideration, terms or conditions offered by the proposed purchaser are such that the Company may not reasonably be required to furnish the same, for example, if the consideration is not cash or cash equivalents, the Company may pay a reasonable equivalent in cash. If the Seller and the Company are not able to agree within a reasonable time on equivalent or substitute cash consideration, the determination will be made by appraisal using the method described in Section 19(C).

If the Company exercises its right of first refusal, the Transfer between the Company and Seller will be closed by the later of: (a) 90 days after exercise of the right of first refusal; or (b) 30 days after any necessary determinations of equivalent or substitute cash consideration. The Company will be entitled to customary warranties, closing documents and post-closing indemnifications.

If the Company does not exercise its right of first refusal and the Company consents to the proposed transfer (subject to the conditions set forth in Section 13(C) below), the Seller may complete the proposed transfer, but only on the same terms as offered to the Company. However, the proposed transfer must be completed within 60 days after the expiration of the Company's 30 day option period. If the transfer is not completed within the 60 day period, the transfer will again become subject to the Company's right of first refusal as set forth in this Section.

(C) Conditions of the Company's Consent to Transfer.

If the Company does not exercise its right of first refusal under Section 13(B), Franchise Owner may only engage in the proposed transfer if the Company consents to the proposed transfer. Before the Company consents to a proposed transfer, the conditions listed below, as well as any other reasonable conditions specified by the Company, must be fulfilled. If these conditions are met, the Company will not unreasonably withhold its consent to a proposed Transfer of the type permitted by this Agreement.

Before the Company consents to a transfer of the type permitted by this Agreement, all of the following conditions must be fulfilled:

(1) The proposed transferee must follow the same application procedures as a new franchise owner and must meet the same standards of character, business experience, credit standing, health, etc. as the Company has set for any new franchise owner.

(2) If the proposed transferee or a principal of the proposed transferee is an existing franchise owner of the Company or a principal of an existing franchise owner of the Company, the application and approval process for the proposed transferee may involve additional conditions specified by the Company, including: (a) all franchises owned in whole or in part by the proposed transferee or the principal must be current in all obligations to the Company and its affiliates; (b) all Stores owned by the proposed transferee or the principal must be operated in full compliance with all operational standards and specifications of the Company; and (c) each department head of the Company must approve the proposed transferee based on the current status and history of operation of other Stores operated by the proposed transferee or the principal.

(3) Franchise Owner must be in full compliance with all provisions of this Agreement and must pay the Company and its affiliates, the advertising fund, the e-card fund, and all suppliers of the Franchise Business all monies owing.

(4) Franchise Owner must sign at the time of transfer, an agreement terminating or assigning this Agreement (at the Company's option) and must sign an agreement, in the form specified by the Company, releasing the Company and its affiliates and their owners, directors, members, employees and agents from any claims, liabilities, damages and causes of action.

(5) The proposed transferee must satisfactorily complete the Company's initial training program before completion of the transfer.

(6) The proposed transferee must, at the Company's option: (i) sign with the Company a Franchise Agreement on the standard form in use by the Company at the time of Transfer, which agreement will have a term equal to the full term provided in the standard form of Franchise Agreement, or (ii) sign, with Franchise Owner, an assignment and assumption satisfactory to the Company, whereby the proposed transferee would be entitled to all of Franchise Owner's rights under this Agreement and assume all of Franchise Owner's obligations under this Agreement. The owners of transferee must personally guaranty the transferee's obligations to the Company by signing the Company's standard personal guaranty form.

(7) Unless otherwise agreed by the Company: (a) if a new Franchise Agreement is signed by the transferee, the Company may require Franchise Owner and/or its personal guarantors to guaranty the obligations of transferee to the Company; and (b) if this Agreement is assigned to the transferee, Franchise Owner and its guarantors will continue to be responsible to the Company under this Agreement and any guaranties signed in connection with this Agreement.

(8) The proposed transferee must pay the Company a transfer fee. If the proposed transferee is an existing Franchise Owner of the Company in full compliance with its obligations to the Company, the transfer fee will be $5,000. If the proposed transferee is not an existing Franchise Owner of the Company in full compliance with its obligations to the Company, the transfer fee will be $20,000 and includes training for the transferee. The

transfer fee will be due at the time of execution of a consent by the Company to the proposed transfer.

(9) The proposed transferee must agree that, within 90 days of the transfer, it will take any action specified by the Company to refurbish, update, upgrade, construct and/or improve the Franchise Location and the equipment, fixtures and signs at the Franchise Location in compliance with the Company's then applicable specifications and standards, including but not limited to specifications for build-out, decor, signage, equipment, layout, space, awnings, umbrellas, etc. Franchise Owner acknowledges that the Company may not uniformly impose these obligations on transfer of its franchises based on numerous factors and that the proposed transferee may be required to take steps that have not been required of other franchises.

(10) Franchise Owner and the proposed transferee must comply with any other standard procedures specified by the Company.

Franchise Owner acknowledges that the conditions listed above are necessary for protection of the Franchise Marks and System and do not impose unreasonable restrictions on the transfer of this Agreement.

(D) Transfer on Death or Incapacity.

If Franchise Owner or the last surviving Principal of Franchise Owner (if Franchise Owner is a corporation, partnership or other entity) dies or becomes incapacitated, Franchise Owner's or the Principal's rights under this Agreement will pass to the estate, heirs, devisees or legal representatives of Franchise Owner or the Principal of Franchise Owner (collectively referred to in this Agreement as the "estate"). The estate may continue operation of the Franchise Business if: (1) the estate provides a qualified individual acceptable to the Company to manage and operate the Franchise Business on a full time basis; (2) this manager attends and successfully completes the Company's training program at the estate's expense; and (3) this manager assumes full time operation of the Franchise Business within 60 days of the date Franchise Owner or Principal dies or becomes incapacitated. If the estate fails to designate an acceptable manager or the designated manager fails to attend and satisfactorily complete the training program and to assume the full time operation of the Franchise Business within 60 days of the death or incapacity, then the estate must sell the estate's interest in the Franchise Business or in this Agreement within 180 days of the date of death or incapacity. Any sale must be made in accordance with Section 13(C).

After the date of death or incapacity, until a trained manager assumes full time operational control of the Franchise Business or until the estate's interest in the Franchise Business or in this Agreement is sold, the Company may, at its option, assume control of and operate the Franchise Business. During any period that the Company operates the Franchise Business, the Company may deduct its expenses for travel, lodging, meals and all other expenses and fees from the Franchise Business's gross receipts. Any remaining gross receipts of the Franchise Business, after paying all other operational expenses of the Franchise Business will be paid to the estate. Any deficiency in amounts due to the Company under this Section or any deficiencies from operation of the Franchise Business must be paid by the estate within 10 days of a notice of deficiency from the Company. The Company is not obligated to operate the Franchise Business. If the Company does operate the Franchise Business, the Company will not be responsible for any operational losses of the Franchise Business, nor will the Company be obligated to continue operation of the Franchise Business.

(E) Transfers to Controlled Entities.

If Franchise Owner is in full compliance with this Agreement, the Agreement may be assigned to a corporation, partnership or other entity in which the Franchise Owner owns and will continue to own at least a majority of the issued and outstanding stock, partnership interest, or other ownership interests and in which the Franchise Owner will act as its principal executive officer or manager ("Controlled Entity"), provided that:

(1) The Controlled Entity is newly organized and its organizational document provides (and will continually provide) that its activities are confined exclusively to the operation of the Franchise Business;

(2) All documents evidencing ownership in the Controlled Entity bear a legend that they are subject to the terms of this Agreement;

(3) All owners of the Controlled Entity execute this Agreement and agree to be personally bound, jointly and severally, by all of the provisions of this Agreement;

(4) The Controlled Entity agrees to be bound by all the provisions of this Agreement and to assume and discharge all of the Franchise Owner's obligations under this Agreement; and

(5) The Controlled Entity will have no right to sell, assign or transfer the rights granted under this Agreement except in accordance with the provisions of Article 12 of this Agreement.

(F) Minor Changes in Ownership.

A change in ownership of Franchise Owner of less than 50% of the initial ownership, in the aggregate, is exempt from the transfer requirements of this Section, except that written notice of the proposed change in ownership of Franchise Owner must be delivered to the Company and the Company must indicate in writing that it has no objection to the change in ownership of Franchise Owner before the occurrence of the change in ownership.

(G) Assignment by the Company.

This Agreement is fully assignable by the Company and will inure to the benefit of any assignee or other legal successor to the interests of the Company, and the Company may sell, assign, discount or otherwise transfer any rights under this Agreement or any other assets of the Company or its owners, without notice to approval of any Franchise Owner, at any time. However, the Company will remain liable for the performance of its obligations under this Agreement or will make provision for the performance of those obligations by the assignee, to the extent required by applicable law.

SECTION 14 - Default and Termination

(A) Default by the Company; Termination by Franchise Owner.

The Company will be considered in default of this Agreement if the Company breaches any material obligations of the Company under this Agreement and fails to cure that default within 30 days of written notice from Franchise Owner. As a remedy for a default by the Company, Franchise Owner may elect to terminate this Agreement, but only if: (a) Franchise Owner is in full compliance with all terms of this Agreement; (b) Franchise Owner provides written notice to the Company specifying the alleged material default by the Company and the proposed date of

termination; and (c) the Company has committed the alleged material default and has not cured the default within 30 days of written notice from Franchise Owner of the default. Written notice from the Franchise Owner of the alleged material default must specify in writing with particularity the nature of the alleged material default and the steps Franchise Owner requests that the Company take to cure the alleged material default. The Company will have not less than 30 days to cure the alleged material default. Failure of Franchise Owner to comply with the provisions of this Section will result in any attempt to terminate being deemed null and void and without legal effect.

(B) Default by Franchise Owner.

Franchise Owner will be considered in default of this Agreement on the occurrence of any of the events listed in Sections 14(C), (D), and (E) below or otherwise listed as a default in this Agreement or if Franchise Owner breaches any other obligation of Franchise Owner under this Agreement.

(C) Events of Default by Franchise Owner Before Opening; No Right to Cure.

Any of the following events of default will constitute a default by Franchise Owner and good cause for termination of this Agreement by the Company without affording Franchise Owner an opportunity to cure (except as may be required by applicable law).

(1) Franchise Owner fails to acquire the Franchise Location within the time period required under this Agreement;

(2) The Company determines that Franchise Owner cannot, will not or has not completed the Company's pre-opening training programs to the satisfaction of the Company, or fails to demonstrate the qualities and abilities which the Company deems necessary for the successful operation of the Franchise Business;

(3) Franchise Owner is unable to obtain, without extraordinary administrative proceedings or litigation, any permit or license necessary to develop and open the Franchise Business;

(4) Franchise Owner fails to pay any amounts due to the Company or is unable to obtain adequate financing to cover all costs of developing, opening and operating the Franchise Business; and

(5) Franchise Owner fails to complete all required training and to open the Franchise Business within the time required under this Agreement.

(D) Default by Franchise Owner After Opening; No Right to Cure.

Any of the following events will constitute a default by Franchise Owner and good cause for termination of this Agreement by the Company without affording Franchise Owner an opportunity to cure (except as may be required by applicable law).

(1) Any willful and material misrepresentation by Franchise Owner relating to the acquisition of this franchise or the on-going operation of the Franchise Business;

(2) Any assignment or transfer of this Agreement or the Franchise Business without complying with Section 12;

(3) The conviction of, or plea of guilty or no contest by the Franchise Owner or a Principal of the Franchise Owner to a crime for which the minimum penalty includes imprisonment for more than one (1) year or any other crime, offense or misconduct involving substance abuse, sexual harassment, abusive behavior, or fraud or dishonesty, or other crime, offense, behavior, or misconduct in any way relevant to the operation of the Franchise Business;

(4) Franchise Owner has received two or more prior default and/or termination notices for the same or a similar default during any consecutive 12 month period;

(5) Franchise Owner has received six or more prior default and/or termination notices, whether or not for the same or similar default, during any consecutive 12 month period;

(6) Franchise Owner is assessed operational standards fees under Section 4(Q) three or more times in a 12 month period

(7) Any abandonment by Franchise Owner of the Franchise Business. Abandonment will be conclusively presumed if Franchise Owner fails to open the Franchise Business for business for a period of two (2) consecutive business days without the prior written consent of the Company;

(8) Franchise Owner operates the Franchise Business in a manner that presents a health or safety hazard to its customers, employees, or the public, and the same cannot by its nature be cured within a reasonable time period; and

(9) Any conduct by the Franchise Owner that reflects materially and adversely on the operation or reputation of the Franchise Marks or System.

(E) Default by Franchise Owner After Opening; Right to Cure.

Any of the following events will constitute a default by Franchise Owner and good cause for termination of this Agreement by the Company if Franchise owner fails to cure the defaults during the applicable cure period specified in Section 14(F) below.

(1) Failure of Franchise Owner to promptly pay its obligations to the Company, an affiliate of the Company, or third party suppliers as they become due, or the failure to pay rent for the Franchise Location, or the occurrence of any other default under a lease or finance agreement for the real or personal property involved in the Franchise Business;

(2) Adjudication of bankruptcy of Franchise Owner, the insolvency of the Franchise Business, appointment of a receiver or trustee to take charge of the Franchise Business by a court of competent jurisdiction or the general assignment by Franchise Owner for the benefit of creditors;

(3) A final judgment or the unappealed decision of a regulatory officer or agency that results in a temporary or permanent suspension of any permit or license that is a prerequisite to operation of the Franchise Business;

(4) Failure of Franchise Owner to operate in accordance with the uniform standards of the Company, failure of Franchise Owner to meet current quality control

standards according to the provisions of the Operations Manual or failure to permit quality control checks and inspections by the Company's representatives;

(5) Any other material breach of this Agreement by Franchise Owner or a material breach by Franchise Owner or any affiliate of Franchise Owner of any of the terms of any other agreements entered into with the Company, including but not limited to open account purchases, other franchise agreements, etc.; and

(6) The cancellation of any guaranty of the obligations of this Agreement that was executed in conjunction with the execution of this Agreement.

(F) Termination by the Company.

The Company has the right to terminate this Agreement before its expiration only for good cause and only in accordance with the requirements of this Section. Good cause for termination of this Agreement by the Company includes any default of Franchise Owner as defined in this Section 14 or elsewhere in this Agreement.

(1) On the happening of any of the events specified in Sections 14(C) and (D), the Company may, at the Company's option, terminate this Agreement effective on delivery of written notice to Franchise Owner without affording Franchise Owner an opportunity to cure (except as may be required by applicable law).

(2) On the happening of any of the events specified in Section 14(E) or elsewhere in this Agreement or for any other good cause, the Company may, at its option, terminate this Agreement effective on written notice to Franchise Owner and Franchise Owner's failure to cure the defaults during the applicable cure period. Written notice of termination from the Company must specify any defaults under this Agreement or other reasons for termination and the date the termination will be effective. The effective date of termination must be: (1) at least 10 days from the date of notice for defaults described in Sections 14(E)(1), (2) and (3); and (2) at least 30 days from the date of notice in all other instances. Termination will be automatically effective without further action by the Company on the date specified in the notice as the effective date of termination unless Franchise Owner completely cures, before the date specified in the notice as the effective date of termination, all the defaults or other reasons for termination specified by the Company in the notice.

(G) Right to Withhold Products on Certain Defaults by Franchise Owner.

If Franchise Owner commits any of the defaults listed below, the Company will have the right to refuse to sell products to Franchise Owner and to cause Approved and Designated Suppliers to refuse to sell proprietary products to Franchise Owner. The defaults giving rise to this remedy include: (1) a payment due to the Company from Franchise Owner is more than 30 days past due; (2) Franchise Owner owes the Company $10,000 or more in past due payments; (3) any other default under this Agreement that has not been cured within 30 days of written notice; or (4) a payment due to an advertising cooperative or other advertising fund or to an E-card fund from Franchise Owner is more than 30 days past due. In addition, if Franchise Owner has not satisfied all the conditions of renewal as specified in Section 3(B) but continues to operate the Franchise Business after the end of the term of this Agreement, the Company will have the right to refuse to sell products to Franchise Owner and to cause Approved and Designated Suppliers to refuse to sell proprietary products to Franchise Owner. The remedies set forth in this Section will not be the sole remedies of the Company for such defaults and the

Company may exercise any other remedies, including but not limited to, termination of this Agreement.

(H) Other Remedies.

The exercise of any remedy by the Company as described in this Section 14 or elsewhere in this Agreement and/or enforcement of the provisions of Section 15 on termination or expiration of this Agreement will not affect or prejudice any other rights or remedies of the Company for breach of this Agreement by Franchise Owner whether those rights and remedies are contained in this Agreement or otherwise provided by law or equity. The Company's other rights and remedies may include, but are not limited to, an action for specific enforcement of this Agreement or other injunctive relief or an action for damages caused by the breach.

SECTION 15 - Effect of Termination or Expiration

(A) Obligations of Franchise Owner.

On expiration or termination of this Agreement for any reason (including termination on a transfer), Franchise Owner's rights to use the Marks and the System and all other rights associated with being an authorized franchise owner of the Company will cease and Franchise Owner must do the following:

(1) Franchise Owner must immediately and permanently discontinue the use of the Marks, the System or any marks or names or logos confusingly similar to the Franchise Marks, or any other materials that may, in any way, indicate that Franchise Owner is or was a franchise owner of the Company, or in any way associated with the Company. Franchise Owner must refrain from doing anything that would indicate that Franchise Owner is or ever was an authorized franchise owner of the Company.

(2) Franchise Owner must immediately discontinue all advertising placed or ordered. Franchise Owner must remove and deliver to the Company all sign faces and other exterior or interior signage, advertising and promotional material, stationery, letterhead, forms and any other items bearing the Franchise Marks. Franchise Owner must bear the cost of sign and other identification removal and the cost of shipping signs and other materials to the Company. If Franchise Owner remains in possession of the Franchise Location, Franchise Owner must alter the premises to distinguish the premises from the appearance of a Store. Franchise Owner agrees that, if the Franchise Owner fails to fulfill its obligations under this Section, the Company or a designated agent may enter on the Franchise Location at any time to make such changes at Franchise Owner's sole risk and expense and without liability for trespass. The Company will be entitled to acquire ownership of all sign faces and other exterior and interior signage not removed by Franchise Owner in consideration of the Company's expense incurred in removing the signage for the benefit of Franchise Owner.

(3) Franchise Owner must cease using the Operations Manual and all proprietary business information provided by the Company and return to the Company the Operations Manual and other bulletins or other materials received from the Company containing information about the Franchise Business and any authorized or unauthorized copies of those materials.

(4) Franchise Owner must immediately and permanently cease to use all telephone numbers, fax numbers, Electronic Media and other comparable electronic

identifiers that have been used in the Franchise Business and if requested by the Company, must assign all telephone numbers, fax numbers, Electronic Media and other comparable electronic identifiers of the Franchise Business to the Company. Franchise Owner acknowledges that as between the Company and the Franchise Owner, the Company has the sole rights to all telephone numbers, fax numbers, Electronic Media and other comparable electronic identifiers and all written and online directory listings associated with the Franchise Marks and Franchise Owner authorizes the Company, and appoints the Company and any officer of the Company as its attorney-in-fact, to direct the applicable service providers and all listing agencies to transfer those items to the Company or its agent or assignee if the Franchise Owner fails or refuses to do so. The applicable service providers and all listing agencies may accept the direction in this Agreement as conclusive evidence of the exclusive rights of the Company in such telephone numbers, fax numbers, Electronic Media and other comparable electronic identifiers and directory listings and its authority to direct their transfer.

(5) Franchise Owner must cease using any business name containing any of the Franchise Marks and must file an abandonment or discontinuance of the name with the appropriate local, county or state agency.

(6) Franchise Owner must sell to the Company all or part of Franchise Owner's inventory or products on hand as of the date of termination or expiration that are uniquely identified with the Company, if any, as the Company may request in writing before or within 30 days after the date of termination or expiration. The sales price will be the current published prices then being charged by the manufacturer or supplier to authorized franchise owners of the Company, not including any costs of storage or transportation paid by Franchise Owner to bring the goods initially to the Franchise Business, minus all costs incurred or to be incurred by the Company to restore the goods or the packaging of the goods to a saleable condition and minus a reasonable allowance for physical deterioration, obsolescence or damage to the extent not restored.

(B) Option to Lease the Franchise Location.

If this Agreement terminates or expires for any reason, other than a termination by Franchise Owner for cause, the Company will have the right to assume Franchise Owner's lease or land license for the Franchise Location. As noted previously, for purposes of this Agreement, references to a “lease” will include a land license, if applicable. If the Company exercises this right, the Company must assume and hold Franchise Owner harmless from all liability under the lease arising after the assumption by the Company. If the Franchise Location is owned by Franchise Owner and this Agreement terminates or expires for any reason other than a termination by Franchise Owner for cause, the Company will have the option to lease the Franchise Location on substantially the same terms and conditions contained in Franchise Owner's lease for the Franchise Location, or, if no lease exists or if the existing lease is not commercially reasonable, then on terms and conditions that are commercially reasonable. If the parties cannot agree on the rent to be charged under the lease, the rent will be determined by appraisal using the method described in Section 19(C). The Company must exercise the options granted in this Section no later than 30 days after the date of expiration or termination of this Agreement.

(C) Option to Purchase Assets.

If this Agreement expires or terminates for any reason, except termination by Franchise Owner for cause, the Company will have the option, but not the obligation to purchase the assets of the Franchise Business. The assets of the Franchise Business include equipment, furniture,

signs, inventory, trade fixtures (including, if applicable, any modular units that are part of or attached to the Franchise Location), and other personal property of the Franchise Business. The purchase price will be the fair value of the assets as agreed by the parties or in the absence of an agreement, as determined by appraisal using the method described in Section 19(C). If the assets or a portion of the assets are leased by Franchise Owner under an equipment (or other personal property) lease, the Company may elect to assume the lease as part of the transaction. The purchase price will be reduced by any current and long term liabilities of the Franchise Business that the Company agrees to assume and any amounts owed to the Company by Franchise Owner. The Company must exercise the option granted in this Section no later than 30 days following the determination of a price for the assets. Closing of the sale must take place within 30 days after the Company exercises its option to purchase the assets or a later date, if agreed to by the parties, as necessary to comply with applicable bulk sales or other similar laws. At closing, the Company and Franchise Owner agree to sign and deliver all documents necessary to vest title in the assets purchased by the Company free and clear of all liens and encumbrances, except any assumed by the Company. The Company reserves the right to assign its option to purchase the assets of the Franchise Business or designate a substitute purchaser of the assets of the Franchise Business.

(D) Damages for Franchise Owner's Failure to Open Store.

If this Agreement is terminated by the Company under Section 14(C)(1) or Section 14(C)(5), the Company will be entitled to recover from Franchise Owner damages attributable to the loss of bargain resulting from that termination. The Company's damages will result from the delay in having a Store open that is paying royalty to the Company and the cost of obtaining a replacement franchise owner. The parties stipulate and agree that the damages for the Company's loss of bargain in those circumstances will be $27,000. The parties acknowledge and agree that the actual damages that will be sustained by the Company if the Company terminates this Agreement under Section 14(C)(1) or Section 14(C)(5) are incapable of precise calculation at the time of execution of this Agreement. The parties further acknowledge and agree that the damages set forth in this Section are a reasonable estimation of those damages.

(E) Surviving Obligations.

Termination or expiration of this Agreement will not affect Franchise Owner's obligations or liability to the Company for amounts owed to the Company under this Agreement or for the Company's damages attributable to the loss of bargain resulting from termination of this Agreement before its expiration. Also, termination of this Agreement will not affect Franchise Owner's obligations under Section 6 relating to the Franchise Marks, Section 8(N) relating to indemnification, Section 11 relating to confidentiality, Section 12 relating to restrictions on competition and other restrictions, Sections 15(B) and (C) relating to the Company's option to lease the Franchise Location and/or purchase the assets of the Franchise Business, Section 16 relating to dispute resolution, and other obligations in this Agreement which, by their terms or intent survive termination or expiration of this Agreement.

SECTION 16 - Law and Jurisdiction; Injunctive Relief; Costs of Enforcement; Limitations of Claims

(A) Applicable Law.

This Agreement takes effect on its acceptance and execution by the Company in Michigan. Except for the applicability of the U.S. Trademark Law or other applicable federal law, all controversies, disputes or claims arising from or related to: (a) this Agreement or any other agreement between Franchise Owner (or Franchise Owner's owners) and the Company; (b) the Company's relationship with Franchise Owner; (c) the validity of this Agreement or any other

agreement between Franchise Owner (or Franchise Owner's owners) and the Company; or (d) any standard under the Franchise System and/or Operations Manual; will be interpreted and construed under the laws of Michigan. In the event of any conflict of law, the laws of Michigan will prevail, without regard to the application of Michigan conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Michigan, and if Franchise Owner's business is located outside of Michigan and such provision would be enforceable under the laws of the state in which Franchise Owner's business is located, then such provision will be interpreted and construed under the laws of that state. Notwithstanding the foregoing, this Agreement will not be subject to any franchise or similar law, rule, or regulation of the State of Michigan unless the jurisdictional requirements of that law are met independently without reference to this Section.

(B) Jurisdiction and Venue.

Any action brought by Franchise Owner (or Franchise Owner's owners) against the Company or the Company's affiliates or their respective owners, officers, directors, managers, agents or employees, must be brought exclusively, and any action brought by the Company against Franchise Owner (or Franchise Owner's owners) may be brought, in the federal district court covering the location at which the Company has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action must (with respect to actions commenced by Franchise Owner), and may (with respect to actions commenced by the Company), be brought in the state court within the judicial district in which the Company has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Neither party will seek a transfer or change in venue from a venue established or authorized in this Section or elsewhere in this Agreement.

(C) Injunctive Relief.

The Company will have the right, without the posting of any bond or security and without the need to prove irreparable injury, to apply for a specific enforcement of the terms of this Agreement from a court of competent jurisdiction, by temporary or permanent injunctions or other equitable relief. The Company will have the right to obtain injunctive relief to prevent Franchise Owner from engaging in the following acts, which Franchise Owner acknowledges would cause irreparable harm to the Company: (1) using any of the rights franchised by this Agreement in any manner not authorized in this Agreement; (2) engaging in competitive operations in violation of the in-term and post-term restrictions on competition set forth in Section 12; (3) disclosing to any person or using in a competitive business, the trade secrets or confidential information of the Company; (4) transferring or assigning this Agreement or the assets of the Franchise Business without complying with this Agreement; (5) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public; or (6) significantly impairing the goodwill associated with the Company. The sole remedy of Franchise Owner, in the event of entry of an injunction, will be the dissolution of the injunction, if warranted, after notice and a hearing (all claims for damages by reason of the wrongful issuance of any injunction are being expressly waived by Franchise Owner). The Company's rights to apply for injunctive relief are in addition to all other remedies available to the Company under applicable law.

(D) Costs of Enforcement.

If any legal action or other proceeding is begun for the enforcement of this Agreement, or for an alleged dispute, breach, default or misrepresentation under any term of this Agreement, the prevailing party is entitled to recover reasonable pre-institution and post-institution attorneys fees, court costs, and all expenses even if not taxable as court costs (including all fees and expenses

incident to appellant, bankruptcy and post-judgment proceedings), incurred in the action or proceeding in addition to all other relief to which the party is entitled. Attorneys fees includes paralegal fees, administrative costs, investigative costs, costs of expert witnesses, court reporter fees, sales and use taxes, if any, and all other charges billed by the attorney to the prevailing party. If the Company engages legal counsel because of the Franchise Owner's failure to pay when due any monies owed under this Agreement or submit when due any reports, information or supporting records, or for any failure to otherwise comply with this Agreement, the Franchise Owner must reimburse the Company on demand for all of the above listed expenses the Company incurs.

(E) No Class Action or Consolidation.

The Company and Franchise Owner agree that any litigation will only be conducted on an individual, not a class-wide basis, and that a litigation proceeding between the Company and Franchise Owner may not be consolidated with any other litigation proceeding between the parties and any other individual, corporation, limited liability company, partnership or other entity. The parties waive, to the fullest extent allowed by law, any right to pursue or participate as a lead plaintiff or a class representative in any claim on a class or consolidated basis.

(F) Time Period for Bringing Claims; Jury Waiver; Limitations of Damages.

ALL CLAIMS, EXCEPT FOR MONIES DUE TO THE COMPANY, ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED AND TIMELY SERVED ON THE OPPOSING PARTY BY THE EARLIEST OF: (1) WITHIN ONE YEAR FROM THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO THE CLAIM; (2) WITHIN SIX MONTHS FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM; OR (3) WITHIN THE TIME PERIOD PROVIDED BY ANY APPLICABLE LAW OR STATUTE.

EACH PARTY AND ITS OWNERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY OR AGAINST THE OTHER PARTY OR ITS OWNERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

EXCEPT FOR FRANCHISE OWNER'S OBLIGATION TO INDEMNIFY THE COMPANY AND THE OTHER INDEMNIFIED PARTIES UNDER SECTION 8(N) AND CLAIMS THE COMPANY BRINGS AGAINST FRANCHISE OWNER FOR UNAUTHORIZED USE OF THE FRANCHISE MARKS OR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, THE COMPANY AND FRANCHISE OWNER (AND FRANCHISE OWNER'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THE COMPANY AND FRANCHISE OWNER, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

SECTION 17 – Acknowledgments and Representations by Franchise Owner

(A) Risk of Operations; Challenges of New Markets.

Franchise Owner understands the risks of being involved in the Franchise Business and is able to bear such risks. Franchise Owner also acknowledges that the success of the Franchise Business depends primarily on Franchise Owner's efforts. In addition, other factors

beyond the control of the Company or Franchise Owner may affect the success of Franchise Owner's business, including competition, economic conditions, business trends, costs, market conditions, and other conditions that may be difficult to anticipate, assess or even identify. Franchise Owner understands and acknowledges that the Franchise Business may lose money or fail.

Franchise Owner understands and acknowledges that there will be heightened risks and challenges if Franchise Owner will be opening its franchise in a market where there are no or few other BIGGBY COFFEE franchises. In these new markets, initially there will be no or limited brand recognition, no or fewer other franchises to participate in marketing of the brand, limited supply chain experience, and less understanding and knowledge by the Company of the local market conditions. Franchise Owner acknowledges that, if it opens in a new market, Franchise Owner may have to work more diligently to develop its business and recognition of the BIGGBY COFFEE brand.

(B) Representations by the Company.

Franchise Owner acknowledges and agrees that, except as specifically set forth in this Agreement or the Company's Franchise Disclosure Document or the attached "Acknowledgments by Franchise Owner," no representations or warranties, express or implied, have been made to Franchise Owner, either by the Company, any agent, employee or representative of the Company, anyone purporting to represent the Company, or by any other franchise owner, including, but not limited to, the prospects for successful operations, the level of business or profits that Franchise Owner might reasonably expect, or the desirability, profitability or expected traffic volume or profit of the Franchise Business. Franchise Owner acknowledges that all such factors are necessarily dependent upon variables beyond the Company's control, including, without limitation, the ability, motivation and amount and quality of effort expended by Franchise Owner. Franchise Owner acknowledges that neither the Company nor any of its agents, employees, or representatives have made or are authorized to make any oral, written or visual representations or projections of actual or potential sales, earnings, net or gross profits, operational costs or expenses, prospects or chances of success that are not contained in this Agreement or in the Company's Franchise Disclosure Document. Franchise Owner agrees that it has not relied on and that the Company will not be bound by allegations of any representations as to earnings, sales, profits, costs, expenses, prospects or chances of success that are not contained in this Agreement or the Company's Franchise Disclosure Document.

(C) The Company's Review of Business Plans or Other Materials.

Franchise Owner understands and agrees that any business plan, pro-forma, projections, or other material prepared by Franchise Owner or its representatives and submitted to the Company is the sole responsibility of Franchise Owner. Any review by or comments from the Company or its representatives relating to those materials will be for discussion purposes only and will not constitute approval, endorsement or a guaranty of the information in those materials. The Company recommends that the Franchise Owner have an independent third party review and verify the accuracy and reasonableness of any business plan, pro-forma, projections, or other material prepared by Franchise Owner or its representatives. No agent or employee of the Company will have the authority to approve, endorse or guaranty any information in those materials. The Company will not be responsible or liable to Franchise Owner for any claims relating to information in any such materials and Franchise Owner waives and releases the Company from any such claims.

(D) Review of Materials and Consultation with Advisors.

Franchise Owner acknowledges that it has read and understood this Agreement, the attachments to this Agreement, and the documents relating to this Agreement, if any, and has been given ample time and opportunity (and has been encouraged) to consult with an attorney or other professional advisor about the potential benefits and risks of entering into this Agreement. Franchise Owner acknowledges that it has been afforded an opportunity to ask any questions it has and to review any materials of interest to it concerning the Franchise Business, and that is has exhausted such efforts and has made the decision to enter into this Agreement without any influence by the Company.

(E) Restrictions on Sources of Products and Services.

Franchise Owner acknowledges that the Company will restrict Franchise Owner's sources of products and services, as provided in various sections of this Agreement.

(F) Representative Capacity of the Company's Personnel and Agents.

Franchise Owner acknowledges and agrees that in all of its dealings with the Company, the Company's owners, members, officers, directors, employees and agents act only in a representative, and not in an individual, capacity and that business dealings between Franchise Owner and them as a result of this Agreement are deemed to be only between Franchise Owner and the Company. Franchise Owner agrees that any claims it (or any of Franchise Owner's owners) may have against the Company's owners, members, officers, directors, employees or agents must be brought against the Company only, and not against such owners, members, officers, directors, employees or agents in their individual capacity.

(G) Independent Status of Contract; Non-Uniformity of Agreements.

Franchise Owner understands and agrees that the Company is entering into this Agreement with Franchise Owner independently and separately from any franchise or license that the Company may grant to any other person or entity, and that Franchise Owner is not entering into this Agreement in reliance on or because of any other agreement that the Company may have entered into with a third party. Franchise Owner understands and agrees that the terms of the Company's agreements with third parties, now and in the future, may be materially different with respect to any terms and condition of this Agreement, including but not limited to, royalty fees, advertising fees, transfer fees, territorial exclusivity, renewals and training. These variations may be based on any factors or conditions that the Company deems to be in the best interest of the BIGGBY COFFEE franchise system or a particular Store, including but not limited to, the knowledge, experience and financial status of a Franchise Owner, peculiarities of a particular location, customer base, density, lease provisions, business potential, population of trade area, existing business practices or any other condition that the Company deems to be of importance to the operation of a specific Store. Also, these variations may result from the Company, at its sole discretion, compromising, forgiving, or settling claims or disputes with or against other Franchise Owners. Franchise Owner will not be entitled to require the Company to disclose or grant to Franchise Owner a like or similar variation.

(H) Terrorist and Money Laundering Activities.

Franchise Owner and its owners, officers, directors, members, partners and agents represent and warrant to the Company that: (a) they are not identified by name or alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control; (b) they are not directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo; (c) they will not act directly or indirectly on behalf of the government of

any country that is subject to a United States embargo; and (d) they are in full compliance with all laws proscribing money laundering and corrupt practices. Further, Franchise Owner and its owners, officers, directors, members, partners and agents represent and warrant to the Company that they have not violated and agree not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act, U.S. Executive Order 13244, or any similar law. The foregoing constitute continuing representations and warranties, and Franchise Owner and its owners, officers, directors, members, partners and agents must immediately notify the Company in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

(I) Ownership of Franchise Owner; Guaranties.

The name, entity classification, state of organization, owners and percentage of ownership of Franchise Owner are set forth on the Obligations and Representations of Individual Interested Parties attached as Appendix B. Franchise Owner represents that the information stated in Appendix B is accurate and complete. Franchise Owner agrees that it will immediately notify the Company (and comply with the provisions of Article 13, if applicable) if there is any change in the information set forth in Appendix B. Failure to comply with this requirement will be a material default under this Agreement. Each of the owners of Franchise Owner must personally guaranty Franchise Owner's obligations to the Company by signing the Guaranty attached as Appendix D. Also, if an affiliate of Franchise Owner operates a Store, the affiliate may be required to guaranty all of the Franchise Owner's obligations to the Company by signing the Guaranty and Subordination Agreement attached as Appendix D.

SECTION 18 – Waivers and Approvals

(A) No Waivers.

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right under this Agreement. The Company will not waive any right, power or option under this Agreement (including, without limitation the Company's right to demand exact compliance with every term, condition and covenant or to declare any breach to be a default and to terminate this Agreement before it expires) by reason of any of the following: (a) the failure or delay of the Company to require performance by another Franchise Owner of any provision of its franchise agreement; (b) the existence of other franchise agreements which contain provisions different from those contained in this Agreement; (c) the Company's acceptance of any payments due from Franchise Owner after any breach of this Agreement; or (d) any special or restrictive legend of endorsement on any check or similar item given to the Company by Franchise Owner (the Company is authorized to remove or cancel any such legend or endorsement). Any waiver by any party of any breach of any provision of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement. No notice to or demand on any party in any case, of itself, entitles that party to any other notice or demand in similar or other circumstances.

(B) Consents, Approvals and Satisfaction; Liability.

Whenever the Company's consent or approval is required under this Agreement, consent or approval will not be unreasonably withheld or delayed unless specifically stated in this Agreement to the contrary. All consents or approvals required of the Company are not

binding on the Company unless the consent or approval is in writing and signed by a managing member of the Company. The Company's consent or approval, whenever required, may be withheld if Franchise Owner is in default under this Agreement. Where the satisfaction of the Company is required under this Agreement, unless the Agreement expressly states otherwise, the satisfaction is determined at the Company's sole discretion. The Company will not be liable to Franchise Owner in any manner for providing or failing to provide or for any delay in providing any waiver, approval, assistance, consent or suggestion to Franchise Owner. Franchise Owner waives any claims against the Company for such liability.

(C) The Company's Reasonable Business Judgment.

Whenever the Company has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Franchise Owner a right to take or omit an action, the Company may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to the Company and the Company's judgment of what is in the Company's and/or the BIGGBY COFFEE franchise system's best interests at the time the Company's decision is made, without regard to either whether the Company could have made other reasonable or even arguably preferable alternative decisions or whether the Company's decision promotes its financial or other individual interest. Examples of items that will promote or benefit the BIGGBY COFFEE franchise system include, without limitation, enhancing the value of the Franchise Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the BIGGBY COFFEE franchise system.

SECTION 19 - Miscellaneous

(A) Independent Contractor.

Franchise Owner understands and agrees that it will be an independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, or agency of any kind. No employer or joint employer relationship exists between the Company and Franchise Owner or between the Company and Franchise Owner's employees. The parties acknowledge that this Agreement does not create a fiduciary relationship between the parties. Franchise Owner will not, without the Company's prior written approval, have any power to obligate the Company for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between the Company and Franchise Owner is other than that of franchisor and franchisee. The Company does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Franchise Owner unless expressly authorized under this Agreement. The Company will not be obligated for any damages to any person or property that directly or indirectly arises from or related to the operation of the Franchise Business by Franchise Owner.

The Company does not have direct or indirect control of, or the right or authority to control, the Franchise Owner's day-to-day operations or employment related decisions. Franchise Owner acknowledges and agrees that Franchise Owner alone will exercise day-to-day control over all employment decisions, operations, activities, and elements of the Franchise Business and that under no circumstance will the Company do so or be deemed to do so. Franchise Owner further acknowledges and agrees that the various requirements, restrictions, prohibitions, specifications

and procedures of the Franchise System, which Franchise Owner is required to comply with under this Agreement, whether contained in the Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that the Company controls any aspect or element of the employment decisions or other day-to-day operations of the Franchise Business, which Franchise Owner alone controls, but only constitute standards that Franchise Owner must adhere to when exercising control of the day-to-day operations of the Franchise Business.

None of Franchise Owner's employees will be considered employees of the Company. Neither Franchise Owner nor any of its employees whose compensation Franchise Owner may pay in any way, directly or indirectly, expressly or by implication, will be construed to be an employee of the Company for any purpose, including, without limitation, with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any local, state or federal governmental agency. The Company will not have the power to hire or fire Franchise Owner's employees. Franchise Owner expressly agrees, and will never contend otherwise, that the Company's authority under this Agreement to certify certain of Franchise Owner's employees for qualification to perform certain functions for the Franchise Business does not directly or indirectly vest in the Company power to hire, fire of control any such employee.

(B) Definition of Affiliate.

For purposes of this Agreement, an affiliate of a party is any person (including an individual, sole proprietorship, partnership, corporation, limited liability company or other entity) that, directly or indirectly, controls, is controlled by or is under common control with the party or any of its share-holders, officers, directors, partners, owners or investors.

(C) Appraisal Method.

If a value is to be determined by appraisal as referred to in Sections 13(B), 15(B) and 15(C), the following method will be used to determine the appraised value. If the parties are able to agree on an independent appraiser, that appraiser will determine the applicable value and his or her determination will be binding on the parties. If the parties are not able to agree on an independent appraiser within 15 days of the event triggering the appraisal, each party will select an independent appraiser qualified or certified to make the appraisal. The independent appraisers chosen will then select a third independent appraiser. The third independent appraiser will determine the applicable value and his or her determination will be binding on the parties. The Company and Franchise Owner agree to select their respective appraisers within 15 days after the event triggering the appraisal and the two appraisers chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers is appointed. The Company and Franchise Owner will bear the cost of their own appraisers and share equally the reasonable fees and expenses of the third appraiser. The parties will take reasonable actions to cause the appraiser to complete his or her appraisal within 30 days after the third appraiser's appointment.

(D) Third Parties.

Except as provided in this Agreement to the contrary for any affiliates or Franchise Owners of the Company, nothing in this Agreement, whether expressed or implied, is intended to confer any rights under this Agreement on any person (including other franchise owners) other than the parties and their respective personal representatives, other legal representatives, heirs, successors and permitted assigns.

(E) Cumulative Remedies.

All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

(F) Notices.

Unless otherwise specified in this Agreement, notices under this Agreement must be in writing signed by the party serving the same and must be sent by: (a) registered or certified mail, return receipt requested, postage pre-paid, in which case the notice will be complete two days after mailing; or (b) overnight courier service, in which case the notice will be complete one day after delivery to the overnight courier. Notices and other communications between the Company and Franchise Owner, other than termination notices, may be sent by email. The notice must be sent to the address set forth below or at such address as designated by notice pursuant to this Section.

If to the Company:	Global Orange Development, LLC Attention: John W. Gilkey, President 2501 Coolidge Road, #302 East Lansing, Michigan 48823
If to Franchise Owner:	See Item 6 of Appendix A.

(G) Unavoidable Contingencies.

Neither party will be responsible for any contingency that is unavoidable or beyond its control, such as strike, flood, war, rebellion, governmental limitation or Act of God.

(H) Entire Agreement; Modifications.

This Agreement and all appendices and other documents attached to this Agreement are incorporated in this Agreement and will constitute the entire agreement between the parties. This Agreement supersedes and replaces any and all previous or contemporaneous written and oral agreements, understandings, promises, representations, inducements, or dealings between the parties. However, nothing in this Section or otherwise in this Agreement is intended to disclaim or waive Franchise Owner's reliance on any authorized statements made in the Franchise Disclosure Document delivered to Franchise Owner or in the exhibits and amendments to the Franchise Disclosure Document. This Agreement may not be amended or modified except in a writing executed by both parties, except that the Company may unilaterally modify the Franchise System and its specifications as provided in this Agreement.

(I) Severability.

Each Section, part or provision of this Agreement will be considered severable. If a court of competent jurisdiction finds any Section, part or provision unenforceable, that determination will not impair the operation or affect the validity of the remainder of this Agreement unless such unenforceability, in the opinion of the Company, materially alters the protection of the Franchise Marks or the Company's source of revenues. In that event, the Company may substitute for this Agreement, a new agreement without such unenforceable terms and such additional terms as may be appropriate under the circumstances.

(J) Obligations Joint and Several.

If there is more than one individual or entity executing this Agreement as Franchise Owner, all such persons are jointly and individually liable for the Franchise Owner's obligations under this Agreement.

(K) Execution by the Company and Counterparts.

The submission of this Agreement is not an offer by the Company and the Company is not bound in any way until a director, managing member, executive officer, or franchise sales manager of the Company executes this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. This Agreement, including Appendices and Exhibits may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Agreement.

(L) Headings.

Section and Subsection headings are for convenience of reference only and do not limit or affect the provisions of this Agreement.

(M) Supplemental Agreements.

Franchise Owner must sign supplemental agreements, which are attached as Appendices to this Agreement, simultaneous with the signing of this Agreement, including the following:

(1) Appendix A—Specifics. This document describes the initial franchise fee, the area in which the Franchise Business will be located, the Franchise Location, the Principals, and Franchise Owner's address for notice as referenced in this Agreement.

(2) Appendix B—Obligations and Representation of Individuals Involved in the Franchise Business. The owners of Franchise Owner sign this document to agree to be personally bound by the provisions of this Agreement and to provide information about Franchise Owner and its owners.

(3) Appendix C—Acknowledgements by Franchise Owner. Franchise Owner completes and signs this document to provide information about representations and disclosures by the Company so that the Company may ensure that all applicable franchise rules and laws have been followed in the sale of the franchise to Franchise Owner.

(4) Appendix D—Guaranty. The owners of Franchise Owner sign this document to agree to be personally bound by the financial obligations of Franchise Owner to the Company.

(5) Appendix E—Assignment of Telephone Numbers and Electronic Media. Franchise Owner must sign this document now and any time in the future as the Company requests in order to acknowledge and agree to the Company's right to assignment of the telephone and fax numbers, Electronic Media, and other comparable electronic identifiers and written and online directory listings that have been used in the Franchise Business. On the expiration or termination of this Agreement, the Company may, at its option, accept the assignment and deliver the assignment to the applicable service providers to complete the assignment.

(6) Appendix F—Electronic Fund Transfer Authorization. Franchise Owner signs this document to authorize the Company to withdraw funds from Franchise Owner's account for payment of amounts owed to the Company.

(7) Appendix G—Form of Lease Addendum. This is the form of Lease Addendum referred to in Section 7(B) to be signed by Franchise Owner and the landlord for the Franchise Location.

The Company and Franchise Owner have signed this Agreement on the dates set forth beside their signatures to be effective as of the date set forth at the beginning of this Agreement.

GLOBAL ORANGE DEVELOPMENT, LLC

Dated: _____ By: _____

Its: _____

Acknowledged before me in _____ County, Michigan, on _____, 20____, by _____, the _____ of GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company.

Notary Signature: _____
Print Name: _____
Notary Public, _____, County, MI
Commission Expires: _____
Acting in the County of: _____

_____
FRANCHISE OWNER

Dated: _____ By: _____

Its: _____

Dated: _____ By: _____

Its: _____

Dated: _____ By: _____

Its: _____

Acknowledged before me in _____ County, _____, on _____, 20____, by _____, the _____ of _____, a _____.

Notary Signature: _____
Print Name: _____
Notary Public, _____, County, _____
Commission Expires: _____
Acting in the County of: _____

APPENDIX A

ITEM 1: The initial term of the Franchise Agreement referred to in Section 3(A) will continue until _____. *[If a term is specified in this Item 1, the term specified will control over any inconsistent term specified in Section 3(A).]*

ITEM 2: The initial franchise fee referred to in Section 4(A) is _____ ($_____).

ITEM 3: As provided in Section 7(A), Franchise Owner must use its best efforts to find a suitable location for the Franchise Business within the following area:

_____

_____

_____

_____

ITEM 4: The address of the Franchise Business ("Franchise Location") as referred to in Section 7(A) is [Once the physical address of the Franchise Location is determined, the Company will insert the address in this Item]:

_____

_____

ITEM 5: The designated individual(s) ("Principals") under Section 8(I) is/are:

_____

_____

_____

ITEM 6: Franchise Owner's physical address and email address for purposes of notice under Section 19(F) are:

_____

_____

_____

Email: _____

GLOBAL ORANGE DEVELOPMENT, LLC

Dated: _____ By: _____

Its: _____

FRANCHISE OWNER

Dated: _____ By: _____

Its: _____

Dated: _____ By: _____

Its: _____

Dated: _____ By: _____

Its: _____

APPENDIX B—OBLIGATIONS AND REPRESENTATIONS OF INDIVIDUAL INTERESTED PARTIES

This is an Appendix to the Franchise Agreement between Global Orange Development, LLC and the Franchise Owner named below dated _____, 20____ ("Franchise Agreement"). All capitalized terms not defined in this Appendix will have the same meaning ascribed to them in the Franchise Agreement.

Each of the individuals signing below (each an "Interested Party") is directly or indirectly beneficially interested in the Franchise Business as a shareholder, officer, director, partner, member, owner, investor, and/or affiliate of Franchise Owner. As such, each Interested Party hereby agrees to and shall be jointly, severally and personally bound by all the terms and provisions of the Franchise Agreement, other than those requiring the payment of money by Franchise Owner, to the same extent and in the same manner as Franchise Owner is bound, including but not limited to the confidentiality covenants, the noncompetition covenants, the non-solicitation covenants, and all other restrictive covenants set forth in Sections 11 and 12 of the Franchise Agreement, whether or not Interested Party's status as a shareholder, officer, director, partner, member, owner, investor, and/or affiliate of Franchise Owner may change or cease during or after the term of the Franchise Agreement. This Appendix will not impair any separate instrument of guaranty or subordination that any Interested Party signing below has executed or may execute in the future.

Each Interested Party signing below represents and warrants to the Company that the following is correct and true:

Legal Name of Franchise Owner: _____

Type of Entity and State of Organization (sole proprietorship, corporation, partnership, limited liability company, etc.): _____

d/b/a (if applicable): _____

Address of Franchise Owner: _____

_____

Business Telephone: _____

Name, Address, Phone No., Title and % of Ownership of each Interested Party:

Name _____
Address _____
Telephone _____
Title _____ % Ownership_____

Name _____
Address _____
Telephone _____
Title _____ % Ownership_____

Name _____
Address _____
Telephone _____
Title _____ % Ownership_____

(Attach additional sheets if necessary)

Acknowledged and Agreed by Each Undersigned Interested Party:

_____ Dated: _____

_____
(*Print Name Above)*

_____ Dated: _____

_____
(*Print Name Above)*

_____ Dated: _____

_____
(*Print Name Above)*

APPENDIX C—ACKNOWLEDGEMENTS BY FRANCHISE OWNER

You are entering into a Franchise Agreement for the operation of a BIGGBY® COFFEE Store franchise. The purpose of this document is to determine whether you were given a Franchise Disclosure Document as required by applicable law and whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your Franchise Business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgements and Representations*.

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) at least 14 days before you signed a binding agreement with, or paid any consideration to, us or our affiliates in connection with the proposed franchise sale? Check one: (_) Yes (_) No. If no, please comment:_____

1A. If you are a resident of or your franchise will be located in **Iowa**, **New York**, or **Rhode Island**, did you receive a copy of our Franchise Disclosure Document at least by the earliest of: (a) at the time of your first personal meeting with us to discuss the franchise; or (b) 10 business days before you signed a binding agreement with, or made a payment to, us or our affiliates in connection with the proposed franchise sale? Check one: (_) N/A (_) Yes (_) No. If no, please comment:_____

1B. If you are a resident of or your franchise will be located in **Michigan** or **Oregon**, did you receive a copy of our Franchise Disclosure Document at least 10 business days before you signed a binding agreement with, or made a payment to, us or our affiliates in connection with the proposed franchise sale? Check one: (_) N/A (_) Yes (_) No. If no, please comment:_____

2. Were the terms and conditions of the Franchise Agreement presented to you for signing materially different from the Franchise Agreement contained in the Franchise Disclosure Document delivered to you: Check one: (_) Yes (_) No.

   If yes, did you receive a copy of the Franchise Agreement in the form presented to you for signing at least seven calendar days before signing the Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment: _____

3. Were any oral, written or visual claims or representations made to you that contradicted the disclosures in the Franchise Disclosure Document? Check one: (_) Yes (_) No. If yes, please state in detail the oral, written or visual claim or representation:

4. Except as may be stated in Item 19 of the Global Orange Development, LLC Franchise Disclosure Document, did any employee or other person speaking on behalf of Global Orange Development, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any BIGGBY® COFFEE Store's location or business, or the likelihood of success at your Franchise Business? Check one: (_) Yes (_) No. If yes, please state in detail the oral, written or visual claim or representation:

5. Except as may be stated in Item 19 of the Global Orange Development, LLC Franchise Disclosure Document, did any employee or other person speaking on behalf of Global Orange Development, LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document.
Check one: (_) Yes (_) No. If yes, please comment:

6. Do you understand that you are solely responsible for finding a location for your Franchise Business and for evaluating the commercial value of the Franchise Location for operation of the Franchise Business and that the Company's location assistance, recommendations and/or its approval of the Franchise Location do not constitute a representation or guaranty of the commercial value, profitability or success of the Franchise Location or the Franchise Business? Check one: (_) Yes (_) No. If no, please comment:

7. Do you understand that if you do not lease a location for your Franchise Business within 12 months of the signing of the Franchise Agreement, the Franchise Agreement may be terminated and you will not be entitled to a refund of your initial franchise fee? Check one: (_) Yes (_) No. If no, please comment:

8. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Franchise Business and that any prior oral or written statements not set out in the Franchise Agreement or the Franchise Disclosure Document will not be binding? Check one: (_) Yes (_) No. If no, please comment:

9. Do you understand that the success or failure of your Franchise Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for services under the BIGGBY® trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Check one: (_) Yes (_) No. If no, please comment:

10. Do you understand that there will be heightened risks and challenges if you open your franchise in a market where there are no or few other BIGGBY COFFEE franchises because, in these new markets, initially there will be no or limited brand recognition, no or fewer other franchises to participate in marketing of the brand, limited supply chain experience, and less understanding and knowledge by us of the local market conditions? Check one: (_) Yes (_) No. If no, please comment:

11. Do you understand that, if you open in a new market, you may have to work more diligently to develop your business and recognition of the BIGGBY COFFEE brand? Check one: (_) Yes (_) No. If no, please comment:

12. Please acknowledge, by initialing where indicated below, that you have read, understood, and agreed to be bound by the following specific provisions in the Franchise Agreement:

Initial: _____ Section 2(B), which provides that you do not receive any exclusive area for your Franchise Business and you may be subject to competition from us and our franchisees.

Initial: _____ Section 5(L), which provides that services that would otherwise be performed by us may be provided by an area representative or other contractor, including on-site assistance and operations support.

Initial: _____ Section 8(B), which provides that you must abide by the Operations Manual and that the Operations Manual is subject to change in the future.

Initial: _____ Section 8(D), which provides that we may require you to purchase all products and services for the development and operation of your Franchise Business from suppliers that we designate.

Initial: _____ Section 11(C), which provides that any ideas you may develop that relate to the Franchise Business will be owned by us.

Initial: _____ Section 12, which provides that you are prohibited from operating a competing business anywhere during the term of the Franchise Agreement and you are prohibited from operating a competing business within certain geographic areas for a period of two years after the Franchise Agreement expires or terminates.

Initial: _____ Section 16, which provides that Michigan law applies to the Franchise Agreement, litigation must be brought in Michigan courts, you cannot join with others in class actions or consolidated actions, you must bring claims under the Franchise Agreement within certain time periods or the claim will be barred, you waive your right to a trial by a jury, and you waive certain types of damages.

Initial: _____ Section 17, which provides that you make certain acknowledgements and representations to us.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: **IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OWNERS MUST SIGN THIS ACKNOWLEDGEMENT.**

Signed:_____ Signed:_____

Print Name:_____ Print Name:_____

Date:_____ Date:_____

*These representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

APPENDIX D--GUARANTY

Each of the persons signing this Guaranty (each a "Guarantor"), in order to induce GLOBAL ORANGE DEVELOPMENT, LLC ("the Company") to enter into a Franchise Agreement, dated the _____ day of _____, 20___, with _____ _____ ("Franchise Owner"), unconditionally and absolutely guaranties payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future indebtedness ("Indebtedness") of Franchise Owner to the Company. Indebtedness includes without limit: any and all obligations or liabilities of the Franchise Owner to the Company under the Franchise Agreement or any other agreement between the Company and Franchise Owner or otherwise arising, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Franchise Owner would otherwise be liable to the Company were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy, insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; and all costs of collecting Indebtedness, including, without limit, actual attorney fees. In addition, each Guarantor agrees as follows:

1. This Guaranty is a continuing guaranty of payment and not of collection and remains effective whether the Indebtedness is from time to time reduced and later increased or entirely extinguished and later reincurred.

2. Guarantor will pay to the Company all costs and expenses, including reasonable attorney fees, incurred in enforcing this Guaranty.

3. If any Indebtedness is guaranteed by two or more guarantors, the obligation of Guarantor will be several and also joint, each with all and also each with any one or more of the others, and may be enforced at the option of the Company against each severally, any two or more jointly, or some severally and some jointly. The Company, at its sole discretion, may release any one or more of the Guarantors for any consideration that it deems adequate, and may fail or elect not to prove a claim against the estate of any bankrupt, insolvent, incompetent or deceased Guarantor; and after that, without notice to any Guarantor, the Company may extend or renew any or all Indebtedness and may permit Franchise Owner to incur additional Indebtedness, without affecting in any manner the unconditional obligation of the remaining Guarantors. Guarantor acknowledges that the effectiveness of this Guaranty is not conditioned on any or all of the indebtedness being guaranteed by anyone else.

4. Guarantor, to the extent not expressly prohibited by applicable law, waives any right to require the Company to: (a) proceed against any person or property; (b) give notice of the terms, time and place of any public or private sale of personal property security held from Franchise Owner or any other person, or otherwise comply with the provisions of Sections 9-611 or 9-621 of the Michigan or other applicable Uniform Commercial Code, as the same may be amended, revised or replaced from time to time; or (c) pursue any other remedy in the Company's power. Guarantor waives notice of acceptance of this Guaranty and presentment, demand, protest, notice of protest, dishonor, notice of dishonor, notice of default, notice of intent to accelerate or demand payment of any Indebtedness, any and all other notices to which Guarantor might otherwise be entitled, and diligence in collecting any Indebtedness, and agrees that the Company may, once or any number of times, modify the terms of any Indebtedness, compromise, extend, increase, accelerate, renew, or forbear to enforce payment of any or all Indebtedness, or permit Franchise Owner to incur additional Indebtedness, all without notice to

Guarantor and without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

5. Guarantor unconditionally and irrevocably waives each and every defense and setoff of any nature which, under principles of guaranty or otherwise, would operate to impair or diminish in any way the obligation of Guarantor under this Guaranty, and acknowledges that each such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from Guarantor now or later securing this Guaranty and/or the Indebtedness, and acknowledges that as of the date of this Guaranty no such defense or setoff exists.

6. This Guaranty is an absolute and continuing guarantee and will remain in effect unless revoked in writing by Guarantor.

7. As long as Franchise Owner owes any monies to the Company (other than payments that are not past due) Franchise Owner will not pay and Guarantor will not accept payment of any part of any indebtedness owed by Franchise Owner to us, or any one of us, either directly or indirectly, without the consent of the Company.

8. This Guaranty constitutes the entire agreement of Guarantor and the Company with respect to the subject matter of this Guaranty. No waiver, consent. modification or change of the terms of the Guaranty will bind any of Guarantor or the Company unless in writing and signed by the waiving party or an authorized officer of the waiving party, and then this waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given. This Guaranty will inure to the benefit of the Company and its successors and assigns and will be binding on Guarantor and Guarantor's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for Guarantor. Guarantor has knowingly and voluntarily entered into this Guaranty in good faith for the purpose of inducing the Company to extend credit or make other financial accommodations to Franchise Owner. If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.

9. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN (WITHOUT REFERENCE TO THE CONFLICT OF LAWS PROVISIONS). GUARANTOR IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE COURTS OF OAKLAND COUNTY MICHIGAN AND TO THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN AND WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. SERVICE OF PROCESS MAY BE MADE ON GUARANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS GUARANTY OR GUARANTOR'S RELATIONSHIP WITH THE COMPANY BY ANY MEANS ALLOWED BY MICHIGAN OR FEDERAL LAW. VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS GUARANTY WILL BE THE STATE COURTS IN OAKLAND COUNTY MICHIGAN OR THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, THE COMPANY MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

10. GUARANTOR AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH

COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS GUARANTY OR THE INDEBTEDNESS.

Dated: _____

_____
GUARANTOR

Dated: _____

_____
GUARANTOR

Dated: _____

_____
GUARANTOR

_____
Corporate, LLC or Partnership Guarantor

Dated: _____

By: _____

Its: _____

APPENDIX E—ASSIGNMENT OF TELEPHONE NUMBERS AND ELECTRONIC MEDIA

THIS ASSIGNMENT is made this _____ day of _____, 20____, between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company ("the Company") and _____, a _____ _____ ("Franchise Owner").

1. Introduction. Franchise Owner has obtained a license from the Company for the operation of a business using the Company's BIGGBY COFFEE franchise business system ("Franchise System"), which business Franchise Owner acquired by signing a Franchise Agreement dated _____ (the "Franchise Agreement"). In consideration of the Company granting the license to Franchise Owner, Franchise Owner has agreed to assign all Telephone Numbers and Electronic Media (as defined below) that are associated with Franchise Owner's BIGGBY COFFEE franchise business (the "Franchise Business") and/or the Franchise System to the Company. For purposes of this Agreement, "Telephone Numbers" includes all telephone numbers and fax numbers used in connection with the Franchise Business, including in connection with advertising and marketing for the Franchise Business, and all written and electronic directory listings associated with those telephone numbers and fax numbers. For purposes of this Agreement, "Electronic Media" means the Internet, email addresses, Internet domain names, homepages, electronic addresses, websites, social networks, mobile phone applications, tablet and other computer applications, wikis, podcasts, online forums, content sharing communities, blogging, or other social media (including but not limited to Facebook, Twitter, LinkedIn, YouTube, TikTok, Instagram) used in connection with the Franchise Business, including in connection with advertising and marketing for the Franchise Business.

2. Assignment of Telephone Numbers/Power of Attorney. Franchise Owner assigns all Telephone Numbers to the Company or its successor or assign. Franchise Owner hereby appoints an officer of the Company as Franchise Owner's attorney-in-fact to transfer the Telephone Numbers to the Company and to sign, on behalf of Franchise Owner, all documents necessary to accomplish the transfer.

3. Assignment of Electronic Media/Power of Attorney. Franchise Owner assigns all Electronic Media to the Company or its successor or assign. Franchise Owner also hereby appoints an officer of the Company as Franchise Owner's attorney-in-fact to transfer the Electronic Media to the Company and to sign, on behalf of Franchise Owner, all documents necessary to accomplish the transfer.

4. Limited License; Responsibility for Costs. The Company grants Franchise Owner a limited license to use the Telephone Numbers and Electronic Media in connection with the Franchise Business only during the term of the Franchise Agreement and only as long as Franchise Owner complies with the policies and procedures specified by the Company. On the expiration without renewal or termination of the Franchise Agreement, this limited license will terminate and Franchise Owner must cease all use of the Telephone Numbers and Electronic Media. On the termination of this license, Franchise Owner must cooperate with the Company and provide any authorizations as may be necessary for the Company to assert its rights in the Telephone Numbers and Electronic Media. While this limited license is in effect, Franchise Owner is responsible for all costs associated with the Telephone Numbers and Electronic Media and, unless otherwise specified by the Company, must pay those costs directly to the providers of the Telephone Numbers and Electronic Media.

5. Access to Telephone Numbers and Electronic Media. The Company will have the right to access all accounts relating to the Telephone Numbers and Electronic Media. Franchise Owner must provide to the Company all information necessary to allow the Company to access those accounts, including usernames, passwords, security codes, and all changes to any of that information.

6. Consent. Franchise Owner hereby consents and authorizes any and all telephone companies, telephone directory services, Internet companies and other public or private businesses using, authorizing or providing any of the Telephone Numbers and Electronic Media to immediately recognize this Assignment upon receipt of written notice from the Company. Franchise Owner agrees that a copy of this Assignment, certified by an officer of the Company, will be as valid and binding as the original.

7. Notices. The Company may give notice of its acceptance of the Assignment of the Telephone Numbers and Electronic Media by sending written notice by (a) registered or certified mail, return receipt requested, postage pre-paid, in which case the notice will be complete two days after mailing; or (b) overnight courier service, in which case the notice will be complete one day after delivery to the overnight courier. Notices may be sent in accordance with this Section to Franchise Owner and to all telephone companies, Internet companies and other businesses that are to recognize the Assignment.

8. Miscellaneous. If any part of this Agreement is found to be unenforceable, such findings will not invalidate the other parts of this Agreement. This Agreement expresses the entire understanding of the parties with respect to the subject matter herein. This Agreement will be construed in accordance with the laws of the State of Michigan (without reference to the conflict of laws provisions) and will be deemed to have been made in the State of Michigan. This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any change is sought.

The Company and Franchise Owner have signed this Assignment on the dates set forth beside their signatures to be effective as of the date set forth at the beginning of this Assignment.

GLOBAL ORANGE DEVELOPMENT, LLC

Dated: _____ By: _____

Its: _____

Acknowledged before me in _____ County, Michigan, on _____, 20____, by _____, the _____ of GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company.

Notary Signature: _____
Print Name: _____
Notary Public, _____, County, MI
Commission Expires: _____
Acting in the County of: _____

_____
FRANCHISE OWNER

Dated: _____ By:_____

Its:_____

Dated: _____ By:_____

Its:_____

Dated: _____ By:_____

Its:_____

Acknowledged before me in _____ County, _____, on _____, 20____, by _____, the _____ of _____, a _____.

Notary Signature: _____
Print Name: _____
Notary Public, _____, County, _____
Commission Expires: _____
Acting in the County of: _____

APPENDIX F—ELECTRONIC FUND TRANSFER AUTHORIZATION

GLOBAL ORANGE DEVELOPMENT, LLC PO Box 710, 2501 Coolidge Road Ste. 302, East Lansing, MI 48826 (517) 482-8145

Please make sure no zeros (0's) are dropped.

ACH DEBIT INFO FOR:

Business Legal Name: _____

dba: **BIGGBY COFFEE #** _____

Business Address: _____

_____

_____

_____

Bank Name: _____

Bank Address: _____

Bank Phone Number: _____

Bank Routing Number: _____

Account Number to be debited: _____

Account Type: Checking Account _____ Savings Account _____

Scan and email completed form to accounting@biggby.com

Authorized Signer(s): _____ Date: _____

Signature & title

_____ Date: _____

Signature & title

This account is for (*select all that apply*):

____ All fees as outlined in the FDD. (needed for BOSS Account set up)

____ Franchise Fee

____ POS Quote Payment

____ BNS

____ This one time payment described here: _____

NON-SUFFICIENT FUNDS OR STOP PAYMENT WILL RESULT IN A $25.00 FEE PER TRANSACTION

For Office Use Only

Pre-note Date:_____

Royalty: _____ Ad Fund: _____ BOSS: _____ Tech Fee _____ ECard: _____ One time payment _____

APPENDIX G—FORM OF LEASE ADDENDUM

Any lease signed by Franchise Owner for the Franchise Location must be amended by an Addendum in the form set forth below or must contain the provisions included in the Addendum set forth below (except to the extent the Company agrees to waive any particular provisions).

ADDENDUM TO LEASE

This Addendum to Lease is entered into this _____ day of _____, 20_____, and modifies a Lease Agreement or Land License dated the same date (the lease or land license is referred to as the "Lease") entered into by _____ ("Franchise Owner") and _____ (the landlord, lessor, or licensor under the Lease is referred to as the "Landlord") for premises located at _____ _____ (the "Premises").

1. Introduction. Franchise Owner has entered into a Franchise Agreement with Global Orange Development, LLC ("the Company"). The Franchise Agreement requires Franchise Owner's lease or land license for the Premises to contain certain provisions. In consideration of the agreement of the Company to enter into a Franchise Agreement with Franchise Owner for a BIGGBY COFFEE franchise to be located at the Premises, Landlord and Franchise Owner agree that the provisions contained in this Addendum will be applicable to the Lease notwithstanding anything to the contrary contained in the Lease.

2. Termination, Renewal, and Changes to Lease. Franchise Owner and Landlord agree that the Lease and this Addendum will not be terminated, renewed, or in any way modified or amended without the prior written consent of the Company. Notwithstanding the foregoing, if Tenant defaults under the Lease and the default remains uncured for a period of 30 days after written notice to Tenant and the Company (as provided in Section 8 below), Landlord may exercise any and all remedies available to Landlord under the Lease, including terminating the Lease.

3. Use. The Premises must not be used for any purpose other than the operation of a BIGGBY COFFEE Store during the term of the Lease, including renewals.

4. Assignment to the Company or another BIGGBY COFFEE Franchise Owner. Franchise Owner may assign all right, title and interest of Franchise Owner in and to the Lease and the Premises to the Company (including an assignment under Section 5 below) or to another BIGGBY COFFEE franchisee approved by the Company without the prior approval of Landlord and without the payment to Landlord of any fees or expenses. Landlord must be provided written notice of the assignment within 30 days after the effective date of the assignment. Unless otherwise agreed by Landlord, on any such assignment of the Lease, Franchise Owner and any guarantors under the Lease will continue to be liable to Landlord for all obligations under the Lease.

5. The Company's Option. Landlord and Franchise Owner grant to the Company the exclusive right, exercisable at the option of the Company, to be assigned all right, title and interest of Franchise Owner in and to the Lease and the Premises on: (a) a default by Franchise Owner under the Lease; (b) the expiration or termination of the Franchise Agreement; or (c) Franchise Owner's abandonment of the BIGGBY COFFEE Store operated at the Premises or other cessation of use of the Premises for a BIGGBY COFFEE Store. The Company must give

written notice of its intent to exercise this option no later than thirty (30) days after the event triggering the option. On the giving of notice of exercise by the Company, the Lease, and all right, title and interest of Franchise Owner under the lease and to the Premises will be automatically, and without need of further instrument, assigned to the Company. If the Company does not give notice of exercise within the thirty (30) day period, the Company will be deemed to have forfeited all its rights under this Section. Landlord and Franchise Owner agree to execute documents confirming this assignment in the form presented by the Company, including a short form of Lease suitable for recording. If the Company exercises its option and takes an assignment of the Lease, the Company will have the right to re-assign the Lease to an affiliate of the Company or to a BIGGBY COFFEE franchisee approved by the Company, without Landlord's prior consent and without the payment of any fees to Landlord.

6. The Company's Access. Landlord and Franchise Owner grant to the Company the right to enter the Premises to inspect and audit the Franchise Owner's business and to make any modifications necessary to protect the Company trademarks. Landlord will provide the Company entry to the Premises at the request of the Company without notice to or consent from Tenant.

7. Exclusivity. If the Premises are part of a strip mall, shopping center, large retail center, or similar location, Landlord will not lease any other space in the mall or center to any retail business in which coffee based drinks constitute at least 5% or more of the sales of the business.

8. Notice of Default and Right to Cure. Landlord must give the Company written notice of any breach of Franchise Owner under the Lease and the Company will have thirty (30) days from the date of that notice to cure that default on behalf of Franchise Owner before Landlord exercises any remedy it may have under the Lease.

9. Amendment and Renewal. Any renewal or extension of the Lease, or any amendment of any type to this Addendum or the Lease, can only be made by a writing executed by Franchise Owner, Landlord, and the Company.

10. Other Notices.

(a) Landlord and Franchise Owner must give the Company 30 days prior written notice of: (i) the cancellation or termination of the Lease prior to the expiration date of the lease; (ii) an assignment or attempted assignment of the Lease by the Landlord or Franchise Owner; (iii) the sublease or attempted sublease of the Premises by the Franchise Owner; and (iv) any modification of the Lease.

(b) Landlord and Franchise Owner must provide written notice to the Company within 15 days after: (i) Franchise Owner exercises any option to extend the Lease; (ii) Landlord and Franchise Owner renew the lease; and (iii) Landlord institutes any action against Franchise Owner, including an eviction action.

11. Method for Providing Notices to the Company. All notices sent to the Company pursuant to this Addendum to Lease must be sent by certified or registered mail, return receipt requested, or by overnight courier, to the following address, or to such other address as to which the Company has notified the Landlord and the Franchise Owner:

Global Orange Development, LLC

Attention: John W. Gilkey, President
2501 Coolidge Road, #302
East Lansing, Michigan 48823

12. Modification of Premises. Landlord and Franchise Owner agree that the Premises will not be modified or redecorated in any manner without the prior written approval of the Company.

13. Third Party Beneficiary. Landlord and Franchise Owner agree that the Company is a third party beneficiary of this Addendum and has the right independently of Franchise to enforce the provisions of this Addendum.

LANDLORD:	FRANCHISE OWNER:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

ADDENDUM TO FRANCHISE AGREEMENT-RENEWAL

EXHIBIT C

ADDENDUM TO FRANCHISE AGREEMENT-RENEWAL

THIS ADDENDUM is made the _____ day of _____, 20___, and modifies a Franchise Agreement of the same date ("Franchise Agreement") entered into by GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

A. Introduction. The Company and Franchise Owner are parties to a franchise agreement dated _____, the term of which expired or will expire on _____, 20____ ("Old Agreement"). Franchise Owner desires to renew its franchise relationship with the Company and has signed a new franchise agreement to which this Renewal Addendum is attached ("Franchise Agreement"). The Company and Franchise Owner desire to amend the Franchise Agreement to reflect Franchise Owner's status as an existing Franchise Owner renewing an ongoing relationship. All capitalized terms not otherwise defined in this Renewal Addendum will have the same meaning as in the Franchise Agreement.

B. Release of the Company. As a condition of renewal, Franchise Owner releases and forever discharges the Company and the representatives, owners, employees, officers, agents and assigns of the Company from all liability, right, claim, debt and cause of action whatsoever, known or unknown, suspected or unsuspected, which the Franchise Owner ever had, now has or may have at any time based on any agreement entered into between the parties on or before the date of this Agreement, including but not limited to the Old Agreement, or based on any act or omission occurring on or before the date of this Agreement.

C. Refurbishing of Franchise Location. Franchise Owner must complete the refurbishing updating, upgrading, construction and/or improvement of the Franchise Location and the equipment, fixtures and signs at the Franchise Location as specified below. These actions must be completed by _____, 20_____.

_____

_____

_____

_____

D. Initial Franchise Fee; Renewal Fee. Franchise Owner is not required to pay the initial franchise fee specified in Section 4(A) of the Franchise Agreement. In lieu of the initial franchise fee, Franchise Owner must pay a renewal fee in the amount of $_____. The renewal fee is payable on or before the signing of the Franchise Agreement.

E. Services Provided to Franchise Owner. Section 5 of the Franchise Agreement is amended as follows:

(1) Subsections 5(A), 5(B), 5(C) and 5(F) are deleted.

(2) The first sentence of Subsection 5(H) is amended to read as follows: "A representative of the Company will periodically visit the Franchise Business at such intervals deemed appropriate by the Company throughout the term of this Agreement."

(3) The first sentence of Subsection 5(J) is deleted.

F. **Location Approval and Development.** Except as provided in Section C of this Addendum, the Company acknowledges that, for purposes of Sections 7(A), (B) and (C) of the Franchise Agreement, the Franchise Location is approved by the Company and is currently developed in accordance with the Company's specifications.

G. **Date of Opening.** For purposes of Section 7(H) of the Franchise Agreement, Franchisee is obligated to keep the Franchise Business open so that there is no interruption in the operation of the franchise.

H. **Grand Opening Advertising.** Section 9(A) and the first sentence in Section 5(J) of the Franchise Agreement are deleted.

I. **Initial Training.** Section 10(A) and the first sentence of Section 5(E) of the Franchise Agreement are deleted.

J. **Termination Before Opening.** Section 14(C) of the Franchise Agreement is deleted.

K. **Damages for Failure to Open.** Section 15(D) of the Franchise Agreement is deleted.

L. **Legal Effect.** Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

GLOBAL ORANGE DEVELOPMENT, LLC,
the Company

By: _____

Its: _____

_____
Franchise Owner

By: _____

Its: _____

ADDENDUM TO FRANCHISE AGREEMENT-TRANSFER

EXHIBIT D-1

ADDENDUM TO FRANCHISE AGREEMENT-TRANSFER

THIS ADDENDUM is made the _____ day of _____, 20___, and modifies a Franchise Agreement of the same date ("Franchise Agreement") entered into by GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

A. Introduction. Franchise Owner has entered into an agreement ("Purchase Agreement") to purchase the BIGGBY COFFEE™ Store located at _____ _____ ("Store") from the current owner of the Store (the "Seller"). The Company and Franchise Owner desire to amend the Franchise Agreement to reflect the fact that Franchise Owner is acquiring an open and operating Store by transfer from an existing franchise owner of the Company. All capitalized terms not otherwise defined in this Transfer Addendum will have the same meaning as in the Franchise Agreement.

B. Contingency; Date of Effectiveness of Franchise Agreement. The rights and obligations of the parties under the Franchise Agreement are contingent on: (1) Franchise Owner's completion of the Company's initial training program; and (2) the closing of the transaction under the Purchase Agreement and the transfer of possession and ownership of the Store to Franchise Owner. If these contingencies are not met by _____, 20_____, the Franchise Agreement will terminate at the option of the Company. If the Franchise Agreement terminates as provided in this Section, the Company will have the right to retain the transfer fee paid by Franchise Owner (or the Seller) and otherwise the parties will have no further rights or obligations to each other under the Franchise Agreement; provided that, the confidentiality and non-competition provisions of the Franchise Agreement will survive the termination. If these contingencies are met by the date specified above in this Section, then the Franchise Agreement will become effective on the date that Franchise Owner receives possession and ownership of the Store (the "Effective Date").

C. Refurbishing of Franchise Location. Franchise Owner must complete the refurbishing updating, upgrading, construction and/or improvement of the Franchise Location and the equipment, fixtures and signs at the Franchise Location as specified below. These actions must be completed within 90 days of the date of the Effective Date of the Franchise Agreement.

_____

_____

_____

_____

D. Term. Section 3(A) of the Franchise Agreement is amended to read as follows:

The term of the Franchise Agreement will continue for ten (10) years from the Effective Date of the Franchise Agreement.

E. Initial Franchise Fee; Transfer Fee; Training Fee. Franchise Owner is not required to pay the initial franchise fee specified in Section 4(A) of the Franchise Agreement. In lieu of the initial franchise fee, Franchise Owner (or the Seller) must pay a transfer fee in the amount of $_____. The transfer fee is payable on or before the signing of the Franchise Agreement. In addition, Franchise Owner must pay a training fee in the amount of $_____ _____. The training fee must be paid before beginning the training program.

F. Services Provided to Franchise Owner. Section 5 of the Franchise Agreement is amended as follows:

(1) Subsections 5(A), 5(B), 5(C) and 5(F) are deleted.

(2) The first sentence of Subsection 5(H) is amended to read as follows: "A representative of the Company will periodically visit the Franchise Business at such intervals deemed appropriate by the Company throughout the term of this Agreement."

(3) The first sentence of Subsection 5(J) is deleted.

G. Location Approval and Development. Except as provided in Section C of this Addendum, the Company acknowledges that, for purposes of Sections 7(A), (B) and (C) of the Franchise Agreement, the Franchise Location is approved by the Company and is currently developed in accordance with the Company's specifications.

H. Date of Opening. The second sentence of the first paragraph of Section 7(H) is modified to read as follows: "Franchise Owner must begin operation of the Franchise Business on the effective date of the transfer." The second paragraph of Section 7(H) is deleted.

I. Grand Opening Advertising. Section 9(A) of the Franchise Agreement is deleted and replaced by the following:

Franchise Owner must prepare an initial advertising plan in compliance with the criteria specified by the Company. Franchise Owner must timely implement the approved initial advertising plan and is responsible for the cost of implementing the initial advertising plan. Franchise Owner must spend a minimum of $5,000 to implement the initial advertising plan. Unless otherwise provided in Franchise Owner's approved initial advertising plan, Franchise Owner must implement the initial advertising plan within the period beginning on the Effective Date and ending six months after the Effective Date. Franchise Owner must provide documentation to the reasonable satisfaction of the Company that the Franchise Owner has spent the required amount on initial advertising within the specified time frame. If the Franchise Owner does not provide such documentation, or does not spend the required amount on initial advertising within the prescribed time frame, Franchise Owner must pay the amount not satisfactorily documented or not spent to the Company on demand. These funds will be placed in the advertising fund to be used at the Company's discretion. Franchise Owner's obligations to implement an initial advertising plan are in addition to Franchise Owner's other advertising obligations under the Franchise Agreement, including obligations to pay advertising fund contributions, to spend amounts for minimum local advertising, and to participate in advertising cooperatives.

J. Termination Before Opening. Section 14(C) of the Franchise Agreement is deleted.

K. Damages for Failure to Open. Section 15(D) of the Franchise Agreement is deleted.

L. Legal Effect. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

GLOBAL ORANGE DEVELOPMENT, LLC,
the Company

By: _____

Its: _____

_____
Franchise Owner

By: _____

Its: _____

FRANCHISE SURRENDER AND RELEASE AGREEMENT--TRANSFER

EXHIBIT D-2

FRANCHISE SURRENDER AND RELEASE AGREEMENT--TRANSFER

THIS AGREEMENT is effective the _____ day of _____, 20___, and is made between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company (the "Company") and _____ ("Franchise Owner").

1. Introduction. Franchise Owner and the Company are parties to a Franchise Agreement dated _____, _____ ("Franchise Agreement"), for the operation of a BIGGBY COFFEE™ franchise at _____ _____ ("Store"). Franchise Owner has entered into an agreement to sell the Store to a buyer acceptable to the Company. The Company has waived its right of first refusal to purchase the Store and has approved the sale in accordance with Section 13(C) of the Franchise Agreement. In accordance with the Franchise Agreement, the Company and Franchise Owner are terminating the Franchise Agreement so that the Company may enter into a new franchise agreement with the buyer for the Store.

2. Surrender of Franchise. Franchise Owner surrenders, assigns and transfers to the Company all of its rights, title and interest in and to the Franchise Agreement and any agreements executed in connection with the Franchise Agreement.

3. Release. Franchise Owner releases and forever discharges the Company and the representatives, owners, employees, officers, agents and assigns of the Company from all liability, right, claim, debt and cause of action whatsoever, known or unknown, suspected or unsuspected, which the Franchise Owner ever had, now has or may have at any time based on any agreement entered into between the parties on or before the date of this Agreement or based on any act or omission occurring on or before the date of this Agreement; provided, that nothing contained in this Paragraph will affect the rights and obligations of Franchise Owner under this Agreement.

4. Duties of Franchise Owner. Franchise Owner must, as of the effective date of this Agreement, and except as authorized by any other Franchise Agreement between the parties:

a. immediately and permanently discontinue use of the BIGGBY® trademarks and all similar names and marks and any name or mark containing the designation BIGGBY® or BIGGBY COFFEE® or any designation indicating or tending to indicate that Franchise Owner is an authorized franchise owner of the Company;

b. promptly surrender to the Company, or transfer to the buyer, any signs, stationery, letterhead, forms, printed matter and advertising containing the BIGGBY® marks, all similar names or marks, any name or mark containing the designation BIGGBY® or BIGGBY COFEE® or any designation indicating or tending to indicate that Franchise Owner is an authorized franchise owner of the Company;

c. immediately and permanently discontinue all advertising as an authorized franchise owner of the Company; and

d. refrain from doing anything that would indicate that Franchise Owner is or ever was an authorized franchise owner of the Company.

Franchise Owner must pay to the Company, on terms acceptable to the Company, all amounts owed to the Company under the Franchise Agreement or otherwise through the effective date of this Agreement.

5. Surviving Provisions of Franchise Agreement. Termination of the Franchise Agreement will not affect Franchise Owner's obligations under Section 6 of the Franchise Agreement relating to Franchise Owners obligations with respect to the Franchise Marks, Section 8 (N) of the Franchise Agreement relating to indemnification, Section 11 of the Franchise Agreement relating to confidentiality, Section 12 of the Franchise Agreement relating to restrictions on competition and related matters, Section 15 related to Franchise Owner's obligations on expiration and termination, Section 16 related to law, jurisdiction, costs of enforcement and related matters, and other obligations in the Franchise Agreement that, by their terms or intent survive termination or expiration of the Franchise Agreement.

6. Legal Effect. This Agreement contains the entire agreement between the parties as to the matters covered and is binding on the heirs, devisees, successors or assigns of the parties. The laws of the State of Michigan will govern this Agreement and the construction of this Agreement. Any legal proceedings between the parties will be brought and conducted only in a state or federal court in the county in which the Company's principal place of business is located and Franchise Owner consents to such courts having jurisdiction over its person. Franchise Owner agrees to pay all costs incurred by the Company in enforcing the provisions of this Agreement, including, but not limited to reasonable attorney fees.

The parties have signed this Agreement on the dates set forth by their signatures, to be effective as of the date set forth at the beginning of this Agreement.

GLOBAL ORANGE DEVELOPMENT, LLC

Dated: _____ By: _____

Its: _____

_____
(Franchise Owner)

Dated: _____ By: _____

Its: _____

ADDENDUM TO FRANCHISE AGREEMENT-CHANGE OF FRANCHISE LOCATION

EXHIBIT D-3

ADDENDUM TO FRANCHISE AGREEMENT
CHANGE OF FRANCHISE LOCATION

THIS ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is made effective the _____ day of _____, 20___, and amends a Franchise Agreement dated the _____ day of _____, 20___ ("Franchise Agreement") between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

1. Introduction. The Franchise Agreement authorizes Franchise Owner to operate a BIGGBY COFFEE franchise (the "Franchise Business") at _____ _____ (the "Current Franchise Location"). Franchise Owner desires to operate the Franchise Business at a new location. The new location is _____ _____ (the "New Franchise Location"). Subject to the terms and conditions in this Addendum, the Company is willing to approve the change of the Franchise Location to the New Franchise Location.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Company and Franchise Owner agree as follows:

2. Cessation of Operation at the Current Franchise Location. The Company agrees that Franchise Owner may cease operating the Franchise Business at the Current Franchise Location on or after the _____ day of _____, 20___. Franchise Owner will not be in default of the Franchise Agreement for failing to operate the Franchise Business after this date as long as Franchise Owner timely complies with each of the conditions in Section 4 of this Addendum. If Franchise Owner does not timely meet any of its obligations under Section 4 of this Addendum, the Company may terminate the Franchise Agreement effective immediately on written notice to Franchise Owner.

3. Approval of New Franchise Location. In accordance with Section 7(A) of the Franchise Agreement and subject to the terms and conditions in this Addendum, the Company approves the New Franchise Location for operation of the Franchise Business effective on the date that Franchise Owner ceases to operate the Franchise Business at the Current Franchise Location. After that date, the New Franchise Location will be considered the Franchise Location for all purposes under the Franchise Agreement.

4. Conditions. The Company's approval of the change of Franchise Location is conditioned on the following:

(a) Lease for New Franchise Location. Franchise Owner must obtain the right to possession of the New Franchise Location through a signed lease that complies with the requirements of Section 7(B) of the Franchise Agreement by the ____ day of _____, 20___.

(b) De-identification of Current Franchise Location. Franchise Owner must remove from the Current Franchise Location and move to the New Franchise Location or deliver to the Company all sign faces and other exterior or interior signage and trade-dress, advertising and promotional material, stationery, letterhead, forms and any other items bearing the Franchise Marks. Franchise Owner must bear the cost of sign, trade-dress and other identification removal and the cost of shipping signs and other materials to the

Company, if applicable. Franchise Owner must alter the Current Franchise Location to distinguish the premises from the appearance of a BIGGBY COFFEE Store. The obligations of Franchise Owner under this paragraph must be completed within 1 day of the date that Franchise Owner ceases to operate the Franchise Business at the Current Franchise Location. Franchise Owner agrees that, if the Franchise Owner fails to fulfill its obligations under this paragraph, the Company or a designated agent, without prejudice to its other rights under this Addendum and the Franchise Agreement, may enter on the Current Franchise Location at any time to make such changes at Franchise Owner's sole risk and expense and without liability for trespass. The Company will be entitled to acquire ownership of all sign faces and other exterior and interior signage not removed by Franchise Owner in consideration of the Company's expense incurred in removing the signage for the benefit of Franchise Owner.

(c) Development of New Franchise Location. Franchise Owner must construct and/or improve the New Franchise Location in compliance with the Company's current specifications, including but not limited to current specifications for build-out, decor, signage, equipment layout, space, awnings, umbrellas, etc. All drawings and designs for the New Franchise Location must be prepared by an architect approved by the Company. Also, the Company must approve all drawings, plans and specifications relating to the design, construction and/or improvement of the New Franchise Location. Franchise Owner must complete development of the New Franchise Location and purchase and install all equipment, fixtures, signs and supplies specified by the Company at the New Franchise Location before opening the Franchise Business at the New Franchise Location. The Company will have the right to inspect and approve the construction before Franchise Owner opens the Franchise Business at the New Franchise Location to make sure the Company's specifications have been followed. If, in the opinion of the Company, the Company's specifications have not been followed, Franchise Owner must resolve any issues to the satisfaction of the Company before opening the Franchise Business at the New Franchise Location.

(d) Additional Obligations Relating to the Franchise Business. Franchise Owner must: (i) complete any additional training requirements specified by the Company; (ii) agree to conduct grand opening advertising for the New Franchise Location as specified by the Company, which may require expenditures by Franchise Owner up to the amount specified in the Franchise Agreement for grand opening advertising; (iii) agree to comply with the Company's current specifications for the method and frequency of royalty, advertising, and other payments to the Company; (iv) agree to comply with the Company's current requirements for financial reporting; and (v) be current with all payments and financial reports due to the Company under the Franchise Agreement.

(e) Opening of Franchise Business at New Franchise Location. Franchise Owner must complete the obligations specified in subsections (c) and (d) of this Section and begin operation of the Franchise Business at the New Franchise Location by the _____ day of _____, 20___.

5. Failure to Meet Conditions. If Franchise Owner fails to meet all the conditions specified in Section 4 of this Addendum by the _____ day of _____, 20___, Franchise Owner must pay to the Company the amount of $1,500 per calendar month as a minimum royalty under the Franchise Agreement until the conditions are met. The $1,500 monthly minimum royalty payment will be prorated for any partial calendar month and will be billed in weekly increments.

Franchise Owner acknowledges that the Company may specify payment by electronic fund transfers initiated by the Company. If Franchise Owner fails to pay any minimum royalty under this Section, Franchise Owner will be in default under the Franchise Agreement and the Franchise Agreement will be subject to termination by the Company. The rights of the Company under this Section are in addition to the rights of the Company to terminate the Franchise Agreement under Section 2 of this Addendum.

6. Legal Effect. Any terms defined in the Franchise Agreement will have the same meaning in this Addendum unless expressly stated otherwise. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

Please acknowledge, by initialing where indicated below, that you have read, understood, and agreed to be bound by the following specific provision in this Addendum:

Initial: _____ Section 5, which provides that you will be charged a $1,500 minimum royalty fee per month, billed weekly, for any time your store is closed past the date listed in that section. We may initiate electronic fund transfers for this fee.

The parties have signed this Addendum on the dates set forth below their signatures to be effective on the date set forth at the beginning of this Addendum.

GLOBAL ORANGE DEVELOPMENT, LLC

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

ADDENDUM TO FRANCHISE AGREEMENT FOR CO-BRAND LOCATION

EXHIBIT E-1

ADDENDUM TO FRANCHISE AGREEMENT FOR CO-BRAND LOCATION

THIS ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is made effective the _____ day of _____, 20___, and amends a Franchise Agreement dated the _____ day of _____, 20___ ("Franchise Agreement") between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

1. Introduction. The Franchise Agreement authorizes Franchise Owner to develop and/or operate a BIGGBY COFFEE Store (the "Franchise Business") at a specified location (the "Franchise Location"). Franchise Owner or an affiliate of Franchise Owner has also entered into an agreement with a different person (the "Other Brand Owner") to develop and/or operate a business under the Other Brand Owner's brand (the "Other Brand"). Franchise Owner has requested authorization from the Company to develop and operate the Franchise Business at a Franchise Location that will be shared with the Other Brand (a "Co-Brand Location"). The Other Brand Owner, the Other Brand, and the Co-Brand Location are identified on Schedule 1 to this Addendum. The Company is willing to amend the Franchise Agreement to grant this authorization on the terms and conditions contained in this Addendum.

Accordingly, in consideration of the mutual covenants contained in this Addendum and the Franchise Agreement and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Franchise Agreement in the manner provided in this Addendum.

2. Authorization. The Company authorizes Franchise Owner to operate the Franchise Business from the Co-Brand Location, subject to the terms and conditions contained in this Addendum, the Franchise Agreement, and the Company's policies and procedures relating to the operation of a Store at a Co-Brand Location. This authorization only applies to the Co-Brand Location and is further subject to Franchise Owner entering into a franchise or other agreement with the Other Brand Owner, obtaining any necessary approvals from the landlord of the Co-Brand Location, and obtaining any applicable governmental licenses and approvals.

3. Acknowledgments. Franchise Owner represents that it has requested authorization to operate the Franchise Business at the Co-Brand Location based solely on its desire to pursue this opportunity. Franchise Owner acknowledges that: (a) the Company has not requested that Franchise Owner pursue this opportunity; (b) the Company has not made any representations concerning the viability of this opportunity; and (c) the Company does not have prototype plans or procedures for adapting a Franchise Location to host the Other Brand or to add the Franchise Business to the location of the Other Brand.

4. Development and Operation of Co-Brand Location. In addition to and not in any way a limitation on the rights of the Company as provided in the Franchise Agreement, Franchise Owner agrees as follows:

(a) Approval of Plans. Franchise Owner must obtain the Company's prior written approval of all plans and drawings relating to placement, development, construction, or remodeling of the Co-Brand Location to accommodate the Franchise Business and/or the Other Brand before proceeding with any required government approvals and any construction or remodeling of the Co-Brand Location.

(b) Approval of Signage. Franchise Owner must obtain the Company's prior written approval of all interior and exterior signage and point of purchase marketing materials relating to the Franchise Business and the Other Brand at the Co-Brand Location.

(c) Co-Branding. Franchise Owner acknowledges and agrees that, since the Co-Brand Location will house the Franchise Business and the Other Brand, the signage, build-out, décor, equipment set-up, counter set-up, POS system(s), staffing, uniforms, etc. to be utilized at the Co-Brand Location must be in accordance with the specifications of the Company and the Other Brand Owner and must be approved in advance in writing by the Company and the Other Brand Owner.

(d) Policies and Procedures. The Company has the right to specify policies, regulations, procedures, and standards of operation relating to the development and operation of the Franchise Business at a Co-Brand Location (that may be different than policies, regulation, procedures, and standards for Stores that are not operated at Co-Brand Locations) and Franchise Owner must comply with any such policies, regulations, procedures, and standards on written notice from the Company.

(e) Staffing. The counters for the Franchise Business and the Other Brand must be separately manned by properly trained employees at all times that they are open for business. Franchise Owner must not allow the Franchise Business counter to be manned by an employee who is also working at the counter for the Other Brand at that time.

(f) Products and Services. Franchise Owner must not sell any of the products and services of the Franchise Business at or from the Other Brand.

(g) Inspection and Audit. The Company's rights to inspect and audit the Franchise Business will include the right to inspect and audit the Other Brand to the extent necessary to ensure compliance with the terms and conditions of this Addendum and the Franchise Agreement.

5. Term. This Addendum will begin on the effective date noted at the beginning of this Addendum and will continue for and during the term of the Franchise Agreement or until the Franchise Agreement is terminated, if sooner. Franchise Owner acknowledges that the authorization contained in this Addendum is limited and that the Company is under no obligation to continue the authorization after expiration of the term of the Franchise Agreement or after termination of the Franchise Agreement. Any decision to continue the authorization contained in this Addendum will be made in the sole discretion of the Company.

6. Termination. A default by Franchise Owner of its obligations under this Addendum will constitute a default by Franchise Owner under the Franchise Agreement. If Franchise Owner is in default of its obligations under this Addendum, the Company may choose to terminate this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchise Owner's other rights and obligations under the Franchise Agreement. On termination or expiration of this Addendum, all rights of Franchise Owner under this Addendum will cease unless those rights are granted by other agreements or by other policies of the Company.

7. Legal Effect. Any terms defined in the Franchise Agreement will have the same meaning in this Addendum unless expressly stated otherwise. This Addendum and any rights of Franchise Owner under this Addendum will terminate on expiration or termination of the Franchise

Agreement. The rights of Franchise Owner under this Addendum are not transferable to any other party. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

The parties have signed this Addendum on the dates below their signatures to be effective on the date at the beginning of this Addendum.

GLOBAL ORANGE DEVELOPMENT, LLC _____

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

SCHEDULE 1 TO CO-BRAND ADDENDUM

This is Schedule 1 to the Addendum to Franchise Agreement made effective the _____ day of _____, 20___ (the "Addendum") between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

As described in Section 1 of the Addendum:

The Other Brand Owner is: _____

The Other Brand is: _____

The Co-Brand Location is: _____

_____

GLOBAL ORANGE DEVELOPMENT, LLC _____

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

ADDENDUM TO FRANCHISE AGREEMENT FOR SATELLITE LOCATION

EXHIBIT E-2

ADDENDUM TO FRANCHISE AGREEMENT FOR SATELLITE LOCATION

THIS ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is made effective the _____ day of _____, 20___, and amends a Franchise Agreement dated the _____ day of _____, 20___ ("Franchise Agreement") between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

1. Introduction. The Franchise Agreement authorizes Franchise Owner to develop and/or operate a BIGGBY COFFEE Store (the "Franchise Business") at a specified location (the "Franchise Location"). Franchise Owner has requested authorization from the Company to also operate the Franchise Business from an additional, non-traditional location, such as a food truck or a temporary or semi-permanent kiosk or counter set-up at a location other than the Franchise Location (a "Satellite Location"). The Company is willing to amend the Franchise Agreement to grant this authorization on the terms and conditions contained in this Addendum.

Accordingly, in consideration of the mutual covenants contained in this Addendum and the Franchise Agreement and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Franchise Agreement in the manner provided in this Addendum.

2. Authorization. The Company authorizes Franchise Owner to operate the Franchise Business from a Satellite Location, subject to the terms and conditions contained in this Addendum, the Franchise Agreement, and the Company's policies and procedures relating to the operation of a Satellite Location. The type of Satellite Location authorized by this Addendum ("Satellite Location Model") and the authorized location for the Satellite Location Model (the "Authorized Location"), if applicable, are identified on Schedule 1 to this Addendum. This authorization only applies to the Satellite Location Model and the Authorized Location, if applicable, and is further subject to Franchise Owner obtaining any necessary approvals, licenses, or leases from the person or organization hosting the Satellite Location Model and obtaining any applicable governmental licenses and approvals.

3. Acknowledgments. Franchise Owner represents that it has requested authorization to operate the Franchise Business at a Satellite Location based solely on its desire to pursue this opportunity. Franchise Owner acknowledges that: (a) the Company has not requested that Franchise Owner pursue this opportunity; (b) the Company has not made any representations concerning the viability of this opportunity; and (c) the Company does not have prototype plans or procedures for creating a Satellite Location Model or for operating a Satellite Location Model at a Satellite Location.

4. Development and Operation of Satellite Location. In addition to and not in any way a limitation on the rights of the Company as provided in the Franchise Agreement, Franchise Owner agrees as follows:

(a) Application of Franchise Agreement. All the rights and obligations of the Company and Franchise Owner under the Franchise Agreement and the specifications and policies of the Company will apply to operation of the Franchise Business at the Franchise Location and the Satellite Location. Except as may otherwise be provided in this Addendum, for all purposes under the Franchise Agreement, the Satellite Location will be considered a Franchise Location and operation of the business at the Satellite Location will be considered the Franchise Business.

(b) Approval of Plans. Franchise Owner must obtain the Company's prior written approval of all plans and drawings relating to placement, development, construction, manufacture, or remodeling of the Satellite Location Model, including but not limited to the design and manufacture or construction of any applicable food truck, kiosk, counter, or other selling facilities used in connection with the Satellite Location.

(c) Approval of Locations. Franchise Owner must obtain the Company's prior written approval of any Authorized Location for use of the Satellite Location Model. If the Authorized Location is designated on Schedule 1, Franchise Owner must only operate the Satellite Location Model at that location unless the Franchise Owner obtains the Company's prior written consent to change the location, which may be withheld in the Company's sole discretion. If Franchise Owner's Satellite Location Model is meant to be moveable to different Authorized Locations, such as in the case of a food truck or a kiosk or counter that may be moved to different events or locations, Franchise Owner must obtain the Company's prior written consent to use of the Satellite Location Model at each proposed Authorized Location. Franchise Owner must request written consent for an Authorized Location in as far in advance as possible, but if Franchise Owner does not request consent at least 14 days in advance, the Company will use reasonable efforts to process the request, but is not required to process the request, before the date of proposed use.

(d) Approval of Days and Hours of Operation. Franchise Owner must obtain the Company's prior written approval of the days and hours of operation at the Satellite Location.

(e) Approval of Signage. Franchise Owner must obtain the Company's prior written approval of all interior and exterior signage and point of purchase marketing materials relating to the use of the Satellite Location Model at an Authorized Location.

(f) Policies and Procedures. The Company has the right to specify policies, regulations, procedures, and standards of operation relating to the development and operation of the Franchise Business at a Satellite Location (that may be different than policies, regulation, procedures, and standards for Stores that are not operated at Satellite Locations) and Franchise Owner must comply with any such policies, regulations, procedures, and standards on written notice from the Company.

(g) Fees Due Under Franchise Agreement. All revenue for the sale of products and services from the Satellite Location will be included in Franchise Owner's Gross Sales for all purposes under the Franchise Agreement, including the payment of royalty, advertising obligations, etc. Franchise Owner must accurately report sales from Satellite Locations and pay fees due on those sales in the manner and at the times specified in the Franchise Agreement or otherwise specified by the Company.

(h) Inspection and Audit. The Company's rights to inspect and audit the Franchise Business will include the right to inspect and audit the Satellite Location to the extent necessary to ensure compliance with the terms and conditions of this Addendum and the Franchise Agreement.

(i) Compliance with Laws. Franchise Owner must comply with all federal, state or local laws, rules and regulations and obtain all authorizations, licenses and permits

applicable to or necessary for operation of the Satellite Location, including all requirements of the state or county health department and the secretary of state.

(j) Handling of Beverages and Food. All beverages and food used in connection with the Satellite Location must be kept at the proper temperature in accordance with the Company's specifications and the rules and regulations of the health department. To the extent required by applicable laws, all beverages and foods used in connection with the Satellite Location must be disposed of at the end of each day and must not be brought back to the Franchise Location to be sold.

5. Term. This Addendum will begin on the effective date noted at the beginning of this Addendum and will continue for and during the term of the Franchise Agreement or until the Franchise Agreement is terminated, if sooner. Franchise Owner acknowledges that the authorization contained in this Addendum is limited and that the Company is under no obligation to continue the authorization after expiration of the term of the Franchise Agreement or after termination of the Franchise Agreement. Any decision to continue the authorization contained in this Addendum will be made in the sole discretion of the Company.

6. Termination. A default by Franchise Owner of its obligations under this Addendum will constitute a default by Franchise Owner under the Franchise Agreement. If Franchise Owner is in default of its obligations under this Addendum, the Company may choose to terminate this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchise Owner's other rights and obligations under the Franchise Agreement. On termination or expiration of this Addendum, all rights of Franchise Owner under this Addendum will cease unless those rights are granted by other agreements or by other policies of the Company.

7. Legal Effect. Any terms defined in the Franchise Agreement will have the same meaning in this Addendum unless expressly stated otherwise. This Addendum and any rights of Franchise Owner under this Addendum will terminate on expiration or termination of the Franchise Agreement. The rights of Franchise Owner under this Addendum are not transferable to any other party. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

The parties have signed this Addendum on the dates below their signatures to be effective on the date at the beginning of this Addendum.

GLOBAL ORANGE DEVELOPMENT, LLC _____

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

SCHEDULE 1 TO SATELLITE ADDENDUM

This is Schedule 1 to the Addendum to Franchise Agreement made effective the _____ day of _____, 20___ (the "Addendum") between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

As described in Section 2 of the Addendum:

The Type of Satellite Location is: _____
_____
_____
_____

The Authorized Location, if applicable, is: _____
_____
_____
_____
_____

GLOBAL ORANGE DEVELOPMENT, LLC _____

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

ADDENDUM TO FRANCHISE AGREEMENT FOR COMPLEMENTARY LOCATIONS

EXHIBIT E-3

ADDENDUM TO FRANCHISE AGREEMENT FOR COMPLEMENTARY LOCATIONS

THIS ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is made effective the _____ day of _____, 20___, and amends a Franchise Agreement dated the _____ day of _____, 20___ ("Franchise Agreement") between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

1. Introduction. The Franchise Agreement authorizes Franchise Owner to develop and/or operate a BIGGBY COFFEE Store (the "Franchise Business") at a specified location (the "Franchise Location"). Franchise Owner has requested authorization from the Company to operate the Franchise Business from two complementary locations. The two complementary locations are referred to as the "Complementary Locations" and each as a "Complementary Location." An example of Complementary Locations is having a location in the out lot of a retail facility and having an additional location within the retail facility. The Company is willing to amend the Franchise Agreement to grant this authorization on the terms and conditions contained in this Addendum.

Accordingly, in consideration of the mutual covenants contained in this Addendum and the Franchise Agreement and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Franchise Agreement in the manner provided in this Addendum.

2. Authorization. The Company authorizes Franchise Owner to operate the Franchise Business from Complementary Locations, subject to the terms and conditions contained in this Addendum, the Franchise Agreement, and the Company's policies and procedures relating to the operation of Complementary Locations. The Complementary Locations authorized by this Addendum are identified on Schedule 1 to this Addendum. This authorization only applies to the Complementary Locations identified on Schedule 1 and is further subject to Franchise Owner obtaining any necessary approvals, licenses, or leases from the landlords or other persons or organizations in control of the Complementary Locations and obtaining any applicable governmental licenses and approvals.

3. Acknowledgments. Franchise Owner represents that it has requested authorization to operate the Franchise Business at Complementary Locations based solely on its desire to pursue this opportunity. Franchise Owner acknowledges that: (a) the Company has not requested that Franchise Owner pursue this opportunity; (b) the Company has not made any representations concerning the viability of this opportunity; and (c) the Company does not have prototype plans or procedures for creating Complementary Locations or for operating the Franchise Business at Complementary Locations.

4. Development and Operation of Complementary Locations. In addition to and not in any way a limitation on the rights of the Company as provided in the Franchise Agreement, Franchise Owner agrees as follows:

(a) Application of Franchise Agreement. All the rights and obligations of the Company and Franchise Owner under the Franchise Agreement and the specifications and policies of the Company will apply to operation of the Franchise Business at each of the Complementary Locations. Except as may otherwise be provided in this Addendum, for all purposes under the Franchise Agreement, each of the Complementary Locations will be considered the Franchise Location and operation of the businesses at each of the Complementary Locations will be considered the Franchise Business.

(b) Approval of Plans. Franchise Owner must obtain the Company's prior written approval of all plans and drawings relating to placement, development, construction, manufacture, or remodeling of the Complementary Locations, including but not limited to the design and manufacture or construction of any applicable kiosk, counter, or other selling facilities used in connection with the Complementary Locations.

(c) Timing of Opening of Complementary Locations. The timing of opening of the Complementary Locations may be specified on Schedule 1. This may include which of the Complementary Locations must open first and how soon the other Complementary Location must open. If the timing is not specified on Schedule 1, Franchise Owner must open both Complementary Locations within the time period specified in the Franchise Agreement for opening the Franchise Business, unless otherwise agreed by the Company and Franchise Owner in writing.

(d) Approval of Days and Hours of Operation. Franchise Owner must obtain the Company's prior written approval of the days and hours of operation at the Complementary Locations if those days and hours of operation cannot be the same as the standard days and hours specified by the Company for the operation of Stores.

(e) Approval of Signage. Franchise Owner must obtain the Company's prior written approval of all interior and exterior signage and point of purchase marketing materials relating to operation at the Complementary Locations.

(f) Policies and Procedures. The Company has the right to specify policies, regulations, procedures, and standards of operation relating to the development and operation of the Franchise Business at Complementary Locations (that may be different than policies, regulation, procedures, and standards for Stores that are not operated at Complementary Locations) and Franchise Owner must comply with any such policies, regulations, procedures, and standards on written notice from the Company.

(g) Fees Due Under Franchise Agreement. All revenue for the sale of products and services from the Complementary Locations will be included in Franchise Owner's Gross Sales for all purposes under the Franchise Agreement, including the payment of royalty, advertising obligations, etc. Franchise Owner must accurately report sales from the Complementary Locations and pay fees due on those sales in the manner and at the times specified in the Franchise Agreement or otherwise specified by the Company.

(h) Inspection and Audit. The Company's rights to inspect and audit the Franchise Business will include the right to inspect and audit the Complementary Locations to the extent necessary to ensure compliance with the terms and conditions of this Addendum and the Franchise Agreement.

(i) Handling of Beverages and Food. All beverages and food used in connection with the Complementary Locations must be kept at the proper temperature in accordance with the Company's specifications and the rules and regulations of the health department. To the extent required by applicable laws, all beverages and foods used in connection with the Complementary Locations must be disposed of at the end of each day and must not be transferred between the Complementary Locations.

5. Term. This Addendum will begin on the effective date noted at the beginning of this Addendum and will continue for and during the term of the Franchise Agreement or until the Franchise Agreement is terminated, if sooner. Franchise Owner acknowledges that the authorization contained in this Addendum is limited and that the Company is under no obligation to continue the authorization after expiration of the term of the Franchise Agreement or after termination of the Franchise Agreement. Any decision to continue the authorization contained in this Addendum will be made in the sole discretion of the Company.

6. Termination. A default by Franchise Owner of its obligations under this Addendum will constitute a default by Franchise Owner under the Franchise Agreement. If Franchise Owner is in default of its obligations under this Addendum, the Company may choose to terminate this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchise Owner's other rights and obligations under the Franchise Agreement. On termination or expiration of this Addendum, all rights of Franchise Owner under this Addendum will cease unless those rights are granted by other agreements or by other policies of the Company.

7. Legal Effect. Any terms defined in the Franchise Agreement will have the same meaning in this Addendum unless expressly stated otherwise. This Addendum and any rights of Franchise Owner under this Addendum will terminate on expiration or termination of the Franchise Agreement. The rights of Franchise Owner under this Addendum are not transferable to any other party. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

The parties have signed this Addendum on the dates below their signatures to be effective on the date at the beginning of this Addendum.

GLOBAL ORANGE DEVELOPMENT, LLC _____

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

SCHEDULE 1 TO COMPLEMENTARY LOCATIONS ADDENDUM

This is Schedule 1 to the Addendum to Franchise Agreement made effective the _____ day of _____, 20___ (the "Addendum") between GLOBAL ORANGE DEVELOPMENT, LLC, a Michigan limited liability company, (the "Company") and _____ _____, a _____ ("Franchise Owner").

As described in Sections 2 and 4(c) of the Addendum:

The Complementary Locations are: _____ _____ ("Location #1"); and

_____ _____ ("Location #2").

The required timing of opening of the Complementary Locations is:

Location	Required Opening Date
Location #1	
Location #2	

GLOBAL ORANGE DEVELOPMENT, LLC _____

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

BYLAWS OF

BIGGBY ADVERTISING COOPERATIVE # _____

ARTICLE I
PURPOSES

Section 1.1 Marketing and Promotion. The purposes of the BIGGBY Advertising Cooperative Designated Marketing Area (insert city) (the "Cooperative") are to collect funds from its Members and expend the funds for the purpose of advertising and marketing BIGGBY Stores in the area described as follows: _____ (the "Marketing Area").

ARTICLE II
PRINCIPAL ADDRESS

Section 2.1 Principal Address. The principal address of the Cooperative will be _____ _____. The principal address may be changed from time to time by the Members.

ARTICLE III
MEMBERSHIP

Section 3.1 Members. Each BIGGBY Store in the Marketing Area will be a Member of the Cooperative unless membership has been terminated as provided in these Bylaws. There will be one membership for each BIGGBY Store in the Marketing Area regardless of whether the Store is owned by an individual, a group of individuals or an entity that directly or indirectly controls one of more BIGGBY Stores.

Section 3.2 Membership Agreements. Each Member of the Cooperative must sign a Membership Agreement obligating the Member to comply with the terms of these Bylaws and to contribute a stated percentage of Net Sales from each BIGGBY Store owned or operated by the Member in the Marketing Area.

Section 3.3 Termination of Membership. The Cooperative may terminate a Member's membership in the Cooperative if the Member fails to promptly pay required fees to the Cooperative after notice and an opportunity to cure within 30 days and Global Orange Development, LLC ("Franchisor") consents to the termination. Also, except for Franchisor and its subsidiaries and affiliates, a Member's membership in the Cooperative will automatically terminate if the Member ceases to own and operate at least one BIGGBY Store in the Marketing Area. On termination, the terminated Member will still be responsible for any contributions due as of the date of termination.

Section 3.4 Participation in Cooperative Programs. No Member will be required, as a condition of Membership, to participate in any Cooperative approved advertising and/or promotion program that requires the Member to advertise or to charge a specified retail price for a food product, beverage, promotional item, or any combination thereof. All advertising and promotional materials that are used in a Cooperative approved advertising and/or promotion program in which some

Members are not participating will contain a statement that the advertised promotion is valid only at participating BIGGBY Stores.

Section 3.9 Non-Cooperative Members. Only Members of the Cooperative may participate in Cooperative sponsored events or promotions unless otherwise approved by the Cooperative.

ARTICLE IV
CONTRIBUTIONS BY MEMBERS

Section 4.1 Member's Contributions to Cooperative. Each Member must make contributions to the Cooperative in an amount equal to 1.5% of its Net Sales (as that term is defined in the current form of the Franchisor's Franchise Agreement) or such other amount of its Net Sales as a majority of the membership votes of the Cooperative designates from time to time. Franchisor, its subsidiaries and affiliates will make the same contributions for any BIGGBY Stores operated by them in the Marketing Area. Payment of each Member's contribution must be paid to Franchisor at the same time and in the same manner as royalty is required to be paid to Franchisor under the Member's Franchise Agreement. Franchisor will pay these contributions to the Cooperative on a monthly basis. A Member's contributions to the Cooperative are in addition to and not in lieu of any advertising fund contributions the Member is required to pay to Franchisor under its Franchise Agreement. The Member's contributions to the Cooperative will count toward the Member's minimum local advertising requirements under the Franchise Agreement.

Section 4.2 Membership Agreement. Each Member of the Cooperative must sign a Membership Agreement obligating the Member to contribute the prescribed percentage of Net Sales from each BIGGBY Store owned or operated by the Member in the Marketing Area. If any Member fails to sign the Membership Agreement but contributes to the Cooperative the designated percentage of Net Sales, that Member will be deemed, by its conduct, to have adopted the obligation imposed by the Membership Agreement and be bound thereby.

Section 4.3 Default in Payment of Contributions. When any Member is in default in the payment of a contribution to the Cooperative for a period of thirty (30) days from the due date, that Member will lose the right to vote on any matter submitted for a vote of the Cooperative until that Member pays the outstanding balance as provided by this Article IV. During the period that any Member has lost the right to vote, that Member will remain bound by his regular contribution obligation. Any Member in default will not be allowed to participate in Cooperative sponsored activities or promotions until the delinquent account is brought current. In addition, a default in payment of a contribution to the Cooperative may be a default under the Member's Franchise Agreement and could result in withholding of proprietary products by Franchisor or its suppliers or in termination of the Franchise Agreement, if authorized by the Franchise Agreement.

Section 4.4 Late Charges on Delinquent Contributions. Each Member must pay to the Cooperative, on demand, a late charge of $25 for Cooperative contributions not paid when due. Also, each Member must pay to the Cooperative, on demand, interest on all overdue payments from the date the payment was due until paid equal to the lesser of (i) 1 1/2 percent per month or (ii) the maximum rate of interest permitted by law.

Section 4.5 **Enforcement.** The Cooperative reserves the right to enforce the obligations of delinquent or terminated Members by such means as the Cooperative deems appropriate, including but not limited to, the commencement of any legal action in any court of record, whether in law or equity. In addition to the obligations set forth in these Bylaws, the measure of recovery will include, but will not be limited to, costs, damages, and counsel fees incurred by the Cooperative as the result of any such legal action commenced on behalf of the Cooperative.

Section 4.6 **Contributions Nonrefundable.** No Member will be entitled to a refund of any part of its contribution to the Cooperative under any circumstances, including the termination of that Member's operation of any BIGGBY Store.

Section 4.7 **Use of Contributions.** All contributions to the Cooperative will be expended solely for advertising and marketing of BIGGBY Stores in the Marketing Area and their products and services. As used in this Agreement, "advertising and marketing" expenditures will mean direct costs of media for television advertising, including time charges, agency commissions and associated costs; newspaper and print advertising, direct mail, radio advertising, outdoor advertising (billboard or transit), point of sale materials; other advertising approved by the Cooperative; and expenses directly incurred and related to the cost of advertising and administration of the Cooperative, including, but not limited to, organizational, accounting and legal fees and expenses, meeting room charges, photocopying, postage and shipping.

ARTICLE V
VOTING RIGHTS

Section 5.1 **Members' Voting Rights; Voting Ratios.** Other than as provided in Section 4.3, all Members of the Cooperative will be entitled to vote on each matter submitted to a vote of the Members. Except as provided in Section 5.3, each Member's vote will be based on the ratio of the total Net Sales of that Member from its BIGGBY Store in the Marketing Area for the previous calendar year to the total Net Sales of all Members from BIGGBY Stores in the Marketing Area for the previous calendar year. This ratio will be referred to in these Bylaws as the "Voting Ratio." The Voting Ratio of each Member of the Cooperative will be determined by Franchisor at the end of each calendar year based on Net Sales reported to Franchisor. At the request of the management of the Cooperative, Franchisor will promptly report the Voting Ratios to the Cooperative.

A Member that does not have any Net Sales for the previous calendar year will have a Voting Ratio of zero. If a Store is sold or transferred in accordance with the terms of the Franchise Agreement for the Store and there is no interruption in the operation of the Store, the Member that has acquired the Store will succeed to the Voting Ratio of the previous owner (i.e. the acquiring Member will have a Voting Ratio based on the Net Sales of that Store for the previous calendar year, even though the Member did not own the Store at that time). If a Store that was previously operating as BIGGBY Store but that had ceased operating is acquired, the Member that has acquired the Store will not succeed to the Voting Ratio of the previous owner (i.e. the acquiring Member will have a Voting Ratio of zero until the following calendar year and then will have a Voting Ratio based on the Net Sales of the Store generated after the Member acquired the Store).

Section 5.2 **Member Voting; Proxy/Designated Agent.** Each Member of the Cooperative is encouraged to vote at each meeting, either in person, by proxy, or by designated agent. Proxys and/or designated agents must be filed in writing with the Cooperative Secretary at the signing and

filing of the Membership agreement. Proxys and/or designated agents may be changed from time to time by written notification to the Cooperative Secretary. If a Member is a group of individuals, those individuals must designate an agent to vote at each meeting. If a Member is a corporation, the president of the corporation or an agent designated by the corporation will have the right to vote at a meeting. If a Member is a limited liability company, a member or manager of that company or a designated agent will have the right to vote at a meeting.

Section 5.3 **Voting Rights for Certain Issues.** For purposes of voting on any issue before the Cooperative Membership involving the subjects listed below in this Section, voting rights will be defined as one (1) vote for each Member, without regard to the Voting Ratios of the Members. In addition, a decision on any issue involving the subjects listed below in this Section will require a super majority vote of 75% of the Members of the Cooperative. The subjects governed by this Section are the following:

(a) A change in the required contribution;

(b) Price Advertising;

(c) Alteration, amendment or repeal of the Bylaws or the adoption of new Bylaws.

Section 5.4 **Limitation on Voting Rights.** Regardless of the Voting Ratio of any Member, and regardless of whether a Member is an individual, corporation, partnership or other entity, no Member may hold and vote more than fifty percent (50%) of the total voting power with respect to any matter requiring voting under these Bylaws.

ARTICLE VI
MEETING OF MEMBERS

Section 6.1 **Management of the Cooperative**. The Cooperative will be managed by or under the direction of the Members. The officers and/or committees appointed by the Members will manage the day-to-day operations of the Cooperative and communication and cooperation of the Cooperative with Franchisor.

Section 6.2 **Annual Meeting.** The annual meeting of the Members for the purpose of electing officers or committees and for the transaction of such other business as may come before the meeting, will be held annually in the month of August, on a date and hour specified by the President or Management Committee; or such other date as the Members may, from time to time, set.

Section 6.3 **Special Meetings.** Special meetings of the Members may be called either by the President or Management Committee or by Members entitled to vote and representing not less than 25% of the Voting Ratios.

Section 6.4 **Informal Action.** Any action required to be taken at a meeting of the Members of the Cooperative, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof.

Section 6.5 **Place of Meeting.** Meetings of Members will be held at a location in the Marketing Area designated by the President or Management Committee or such other location, either within or without the Marketing Area, as designated by the Cooperative. Meetings shall be held regularly on a quarterly basis.

Section 6.6 **Notice of Meeting.** Written or printed notice stating the place, day and hour of any meeting of Members will be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President or the Management Committee or the Secretary or the Members calling the meeting. In case of a special meeting, the purposes for which the meeting is called will be stated in the notice. If mailed, the notice of the meeting will be deemed delivered when deposited in the United States Mail addressed to the Member at the address of the Member as it appears on the records of Cooperative, with postage prepaid. If all the Members meet at any time and place, either within or without the Marketing Area, and consent to the holding of a meeting, such meeting will be valid without call or notice and at such meeting any Cooperative action may be taken.

Section 6.7 **Quorum.** The majority of the Voting Ratios of the Cooperative present, either in person, by proxy, or by designated agent will constitute a quorum at a meeting of the Members. If a quorum is not present at any meeting of the Members, the Members present will adjourn the meeting to such later date as they may designate.

Section 6.8 **Manner of Acting - Approval of Majority.** The act of a majority of the Voting Ratios of Members entitled to vote and present either in person, by proxy, by mail ballot, or by a designated agent at a meeting at which a quorum is present will be the act of the Cooperative, except where otherwise provided by these Bylaws.

Section 6.9 **Agenda.** The agenda for business at meetings of the Members will be as follows:

1. Membership roll call.
2. Proof of Notice of Meeting or Waiver of Notice.
3. Minutes of Previous Meeting.
4. Treasurer's report.
5. Election of Officers or Committees (where appropriate).
6. Old business.
7. New business.
8. Adjournment.

ARTICLE VII
OFFICERS AND COMMITTEES

Section 7.1 **Designation of Officers and Committees.** The officers and committees of the Cooperative will be designated at the annual meeting of Members. The Cooperative will at a minimum designate a President or a Management Committee of no more than three persons and a Treasurer and may designate additional officers, including one or more Vice-Presidents and a Secretary, or additional committees. If the President and Treasurer are the only officers designated, the President will also have the authority and duties of the Secretary. If a Management Committee is designated instead of a President, the Management Committee will have the authority and duties of

the President and of the Secretary if that officer position is not separately filled. Decisions of the Management Committee will be made by a majority vote of the individuals comprising the Management Committee or as the Management Committee otherwise decides. Vacancies in offices or committees may be filled or new offices or committees created and filled at any meeting of the Cooperative. Each officer or member of a committee will hold office until his or her successor has been qualified and has duly taken office.

Section 7.2 President or Management Committee. The President or Management Committee will be the principal management agent of the Cooperative and will supervise and administer all of the business of the Cooperative. The President or one or more members of the Management Committee will: secure approval of the budget of the Cooperative; communicate with Franchisor; coordinate advertising activities with Franchisor and secure the approval of Franchisor for all advertising of the Cooperative; sign advertising agency contracts after approval by the Membership of the Cooperative and Franchisor; review the bookkeeping and collection procedures of the Cooperative; and co-sign any and all checks drawn on the checking account of the Cooperative.

Section 7.3 Vice-President. The Vice President will perform such duties as from time to time may be assigned to him or her by the President or the Management Committee. In the absence of the President or in the event of his inability to act, the Vice-President will perform the duties of the President and when doing so will have all the powers of and be subject to all the restrictions on the President.

Section 7.4 Secretary. The Secretary will be responsible for the keeping of the minutes of the meeting of the Members; assuring that all notices are duly given according to the provisions of these Bylaws or as required by law; keep a register of the address of each Member, which will be furnished to the Secretary by such Member; attest to the signatures on certain documents and work with the President or Management Committee on necessary communications. Furthermore, the Secretary may co-sign advertising agency contracts together with the President, co-sign with the President or Treasurer checks drawn on the checking account of the Cooperative, and, in general, will perform all duties as from time to time may be assigned to them by the President or by the Cooperative.

Section 7.5 Treasurer. The Treasurer will be responsible for administration of all funds of the Cooperative. The Treasurer will monitor reports regarding collection of contributions to the Cooperative and advise the Cooperative as to the status of all accounts. The Treasurer will also assist and cooperate with the President or Management Committee in securing the approval of the budget of the Cooperative; and may co-sign with the President or Secretary checks drawn on the checking account of the Cooperative as the Cooperative may, from time to time, approve. The Treasurer will be responsible for filing any necessary tax returns of the Cooperative. Also, the Treasurer may sign advertising agency contracts with the President. In general, the Treasurer will perform all duties incident to the office of Treasurer and such other duties as, from time to time, may be assigned by the President or Management Committee of the Cooperative.

Section 7.6 Removal from Office. Any officer or committee member elected by the Cooperative may be removed by a vote of the Members of the Cooperative at any regular or special meeting, whenever in the Cooperative's sole judgment, the best interest of the Members would be served by the removal.

Section 7.7 Indemnification of Officers and Committee Members. Any officer or committee member who was or is involved or is threatened to be involved, as a party or otherwise, in any threatened, pending or completed action, suit or proceeding, including any appeal relating thereto, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Cooperative) by reason of the fact that he or she is or was an officer or committee member of the Cooperative, will, in accordance with this Section, be indemnified by the Cooperative against expenses (including attorneys' fees and costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding or the defense thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Cooperative, and, with respect to any criminal act or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Provided, however, the foregoing indemnification will not apply unless, within a reasonable time after the institution of an action, suit or proceeding, the person seeking indemnity has given the Cooperative written notice thereof, together with a copy of the complaint or declaration filed therein.

ARTICLE VIII
CONTRACTS

Section 8.1 Execution. The Members of the Cooperative, by majority vote, may from time to time authorize any officer(s) or Management Committee member to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Cooperative and such authority may be general or confined to specific instances. No Member other than an authorized officer or Management Committee member has any authority to bind the Cooperative by entering into any contract or other instrument either in the Member's own name or in the name of the Cooperative.

ARTICLE IX
ADMINISTRATION OF FUNDS

Section 9.1 Deposits. All funds of the Cooperative will be promptly deposited, from time to time, to the credit of the Cooperative in such banks, trust companies or other depositories as the Cooperative may select.

Section 9.2 Gifts. The Cooperative may accept on behalf of all Members of the Cooperative, any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Cooperative.

Section 9.3 Checks, Orders, Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Cooperative must be signed by any two of the following: the President, one or more members of the Management Committee, the Secretary or the Treasurer.

ARTICLE X
BOOKS AND RECORDS

Section 10.1 Record Keeping/Inspection. The Cooperative will keep accurate and complete books and records of account and will also keep minutes of the proceedings of its Members and will keep, at the principal address, a record giving the names and addresses of the Members and the Voting Ratios of the Members entitled to vote. All books and records of the Cooperative may be

inspected by any Member, or his agent, or by a representative of Franchisor for any purpose at any reasonable time.

Section 10.2 **Fiscal Year.** The fiscal year of the Cooperative will begin on the 1st day of January of each year.

Section 10.3 **Audits.** Immediately following the close of each fiscal year, the Cooperative may by vote of the Members authorize an audit of its books and records to be made either by an Audit Committee or an outside auditor chosen by the Members; provided, however, no officer or member of the Management Committee of the Cooperative, acting as such during the audited period, will be chosen as a member of the Audit Committee. Such reports of audit will be presented to the President or the Management Committee as soon as possible who will, in turn, present it to the Members of the Cooperative at the next regular or special meeting. The Franchisor will also have the right to conduct an annual audit.

ARTICLE XI
WAIVER OF NOTICE

Section 11.1 **Writing Required.** Whenever any notice is required to be given under the provisions of the Bylaws of the Cooperative, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice.

ARTICLE XII
AMENDMENT OF BYLAWS

Section 12.1 **Voting Required.** Voting on any alteration, amendment or repeal of these Bylaws or the adoption of new Bylaws will be governed by Section 5.3.

Section 12.2 **Notice of Amendments.** Ten days written notice will be given by the Secretary to all Members, including those not eligible to vote, of the intention to alter, amend or repeal the Bylaws or to adopt new Bylaws at any meeting of the Members.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the duly elected, qualified and acting Secretary of the BIGGBY Advertising Cooperative #_____ and the above Bylaws are the Bylaws of the Cooperative as adopted by the Members of the Cooperative.

Dated: _____ _____

,Secretary

MEMBERSHIP AGREEMENT

IN CONSIDERATION of membership in **BIGGBY ADVERTISING COOPERATIVE #** _____, (the "Cooperative"), an advertising cooperative established by owners and operators of BIGGBY Stores in the area described as follows: _____ (the "Marketing Area"), the person signing this Membership Agreement ("Member"), for the BIGGBY Store operated at _____ _____ (the "BIGGBY Store"), agrees to be bound by the Bylaws of the Cooperative as they now exist or as they may hereafter be amended.

Member further agrees to make contributions to the Cooperative in the following percentage of Net Sales of the BIGGBY Store:_____ percent (____%) of Net Sales. Net Sales for the purposes of this provision shall have the same meaning as the definition of Net Sales contained in the current form Global Orange Development, LLC ("Franchisor") Franchise Agreement. Payment of Member's contribution must be paid to Franchisor at the same time and in the same manner as royalty is required to be paid to Franchisor under the Member's Franchise Agreement. Franchisor will pay these contributions to the Cooperative on a monthly basis. Member's contributions to the Cooperative are in addition to and not in lieu of any advertising fund contributions the Member is required to pay to Franchisor under its Franchise Agreement. The Member's contributions to the Cooperative will count toward the Member's minimum local advertising requirements under the Franchise Agreement.

Member acknowledges that the mentioned percentage of Net Sales contribution may be modified by the membership of the Cooperative according to the provisions of the Bylaws.

Member further acknowledges that the fund established by contributions will be administered by the Cooperative and the duly authorized and elected officers and/or Management Committee of the Cooperative and expended only pursuant to its Bylaws.

Member further acknowledges and agrees that failure to make a contribution on or before the required date will cause the Cooperative to incur additional expense to collect the unpaid contribution and that Member will pay late charges and interest in accordance with the Bylaws. Member also acknowledges and agrees that if Member is in default in the payment of a contribution to the Cooperative for a period of thirty (30) days from the due date, Member will lose the right to vote on any matter submitted for a vote of the Cooperative until Member pays the outstanding balance as provided by Article IV of the Bylaws. During the period that Member has lost the right to vote, Member will remain bound by its regular contribution obligations. If Member is in default, Member will not be allowed to participate in Cooperative sponsored activities or promotions until the delinquent account is brought current.

Member has signed this membership agreement on the date set forth below.

Dated: _____

_____
MEMBERS NAME (TYPED)

_____
Authorized signature — Title

BIGGBY ADVERTISING COOPERATIVE # _____

STATEMENT OF PROXY OR DESIGNATED AGENT

DESIGNATED AGENT

At any regular or special meeting of the **BIGGBY ADVERTISING COOPERATIVE #** _____, I hereby authorize my designated agent listed below to vote for me on all matters in my absence.

_____	_____	_____
Designated Agent	Franchise Owner	Date

PROXY

At any regular or special meeting of the **BIGGBY ADVERTISING COOPERATIVE #** _____, I hereby authorize the Cooperative President or Management Committee by majority vote to vote for me on all matters in my absence.

_____	_____
Franchise Owner	Date

TABLE OF CONTENTS

OPERATIONS MANUAL GENERALLY

BIGGBY® COFFEE Brand Story and Purpose
Purpose; Ownership; Changes; Confidentiality
Suggesting Changes

1. BIGGBY® COFFEE AND YOU

PHILOSOPHY (PERC) _____ 1-1
POSITION PRIORITIES_____ 1-3
MISSION STATEMENT_____ 1-4
TRADEMARKS _____ 1-5
RESPONSIBILITIES OF THE OWNER/OPERATOR (FRANCHISEE) ___ 1-6
RESPONSIBILITIES OF THE FRANCHISOR_____ 1-15
REQUIRED COFFEES AND TEA _____ 1-18
REQUIRED IMPULSE ITEMS_____ 1-20
REQUIRED FOOD AND BOTTLED BEVERAGES_____ 1-20
REQUIRED MERCHANDISE_____ 1-20

2. ADVERTISING

MEDIA _____ 2-1
MARKETING TOOLS _____ 2-4
Advertising Fund, Minimum Local Advertising
Matching Funds, Featured Item Program
Outdoor Advertising, Customer Database, E-wards
App, Press Releases
Radio, TV
Social Media
Guerrilla Marketing
Community Involvement
IN-STORE MARKETING AND SALES_____ 2-16
HOW TO INCREASE CUSTOMER COUNT _____ 2-21
HOW TO INCREASE AVERAGE BEVERAGE CHECK _____ 2-23

3. OFFICE OPERATIONS

FILING SYSTEM _____ 3-1
ACCOUNTING PROGRAM AND BOOKKEEPING _____ 3-4
PERC-O-MANAGER _____ 3-6
EMPLOYEE AND PERC-O-MATIC REPORTING_____ 3-8
PERC-O-MATIC MANAGERIAL FUNCTIONS_____ 3-10
DAILY CASH MANAGEMENT PROCEDURES _____ 3-14
THE DEPOSIT_____ 3-17
DAILY REPORTS _____ 3-18

Sales Sheet 3-18
Forecaster Report 3-19
BIGGBY® COFFEE WEBSITES 3-24
BIGGBY.com, Franchise Resource Center 3-24
Jasper 3-26
Training Resource Center 3-27
The B Happy Lounge 3-28
The Brand Portal 3-28
COMMUNICATION 3-28

4. HUMAN RESOURCES

THE FOUNDATION 4-1
ORGANIZATIONAL CHART 4-3
JOB DESCRIPTIONS 4-4
HIRING NEW STAFF 4-10
NEW BARISTA TRAINING PROGRAM 4-19
APPEARANCE AND UNIFORM POLICY 4-20
SCHEDULING AND TIME OFF 4-22
PAYROLL AND TAXES 4-26
EVALUATING EMPLOYEE PERFORMANCE 4-29
Performance Reviews 4-29
Bonuses, Promotions, and Raises 4-30
Employee Discipline Policy 4-31
Tardiness and Absenteeism, Employee Theft 4-32
Terminating Employment 4-35
Staff Suggestions 4-36
Staff Complaints 4-37
Staff Meetings 4-38

5. BACK OF THE HOUSE OPERATIONS

ORDERING, RECEIVING, STORAGE, AND INVENTORY 5-1
RECYCLING GUIDELINES 5-3

END OF MONTH INVENTORY 5-5
FOOD PREP GUIDE 5-6
RECIPES 5-8
FOOD INGREDIENT INFO 5-14
BAKED GOODS 5-16

6. FRONT OF THE HOUSE

MISSION STATEMENT 6-1
PERC 6-1
POSITION PRIORITIES 6-3
BARISTA DUTIES 6-6

Cashier 6-6
Drive Thru Cashier 6-12
Shotpuller 6-14
Milksteamer 6-18
Backup Barista 6-21
HANDLING SUGGESTIONS AND COMPLAINTS 6-23
SAFETY 6-25
ACCIDENTS 6-25
SECURITY 6-28
SANITATION 6-29
EMERGENCIES 6-30
GRABBIT2GO 6-36
FOOD PRODUCTS GENERALLY 6-39
COFFEE 6-41
TEA 6-43
PODS and POP DISPLAY 6-44
REACH-IN COOLER SETUPS 6-45
NUTRITION INFORMATION FOR FOOD 6-46
CAFFEINE CONTENT 6-47
THE BEVERAGE MENU 6-48
Espresso 6-48
Milk 6-49
Preparing Drinks 6-52
Hot Beverages with Espresso 6-55
Other Hot Beverages 6-58

Frozen Lattes and Creme Freezes 6-62
Cold Beverages and Juice 6-65
DAILY CHECKLISTS
Opening the Store 6-69
Opening Checklist for the First Barista In 6-71
Opening Checklist for the Second Barista In 6-73
Three Hour Checklist 6-75
Big 10 Checklists 6-77
Closing the Store 6-79
Pre-Close Checklist 6-81
Back of the House Checklist 6-83
Front of the House Checklist #1 6-85
Front of the House Checklist #2_ 6-87

CONFIDENTIALITY AGREEMENT

EXHIBIT H

GLOBAL ORANGE DEVELOPMENT, LLC
CONFIDENTIALITY AGREEMENT

I am an employee or trainee of _____ (the "Company"). The Company operates or is developing a BIGGBY® COFFEE Store franchise under a Franchise Agreement between the Company and GLOBAL ORANGE DEVELOPMENT, LLC (the "Franchisor") or of one of its affiliates or franchisees.

As an employee or trainee of the Company, I acknowledge that in the course of my employment by the Company and my training in the BIGGBY® systems of operation, I will have access to certain Confidential Information, as defined below, about the Company and the Franchisor's methods of establishing, developing, operating and maintaining BIGGBY COFFEE Stores that is confidential and not available to the public in general. I understand that the Company and the Franchisor have spent a great deal of time and money developing this Confidential Information and I acknowledge that the Company and the Franchisor's reasonable competitive business interests would be severely and irreparably damaged if the Confidential Information that has been (or may be) revealed to me were to be disclosed to any third person, become available to the public in general, or used by me to compete with the Company or the Franchisor or any of its affiliates or franchisees. I, therefore, agree that the Company and Franchisor have a need to protect the Company's and the Franchisor's valuable Confidential Information and I agree that in consideration of these factors, and in consideration of my employment or continuing employment with the Company and/or by training in the BIGGBY systems of operation, I promise and agree to be bound by the terms of this Agreement as follows:

1. I agree not to directly or indirectly disclose to any individual, partnership, corporation or any other entity ("person") or to use myself, any Confidential Information which I learn during my training and/or employment with the Company, except as necessary in the course of my employment with the Company. I agree that these restrictions will apply while I am in training or am employed by the Company and indefinitely after my training is completed or my employment terminates.

I also agree that if my training ceases without my being employed by the Company or my employment with the Company terminates, I will immediately return to the Company or the Franchisor, all memoranda, notes and other written or printed information that is in my possession or under my control, which contains Confidential Information, including information, which although not confidential, belongs to the Company or the Franchisor or relates to its business or systems of the Company or the Franchisor. This obligation will apply regardless of whether the information was prepared by me, the Company, the Franchisor, or a third party.

The term "Confidential Information" as used in this Agreement means (i) "proprietary information," which includes techniques, processes, computer programs, or information, whether patentable or not, relating to the establishment, development, marketing, operation and maintenance of the Company's business or a BIGGBY COFFEE Store and all related information and all other information which is confidential, unique and/or not generally known or available to the public, including but not limited to, information regarding the Company's or the Franchisor's methods, equipment, and materials relating to the development, marketing or operation of the Company's business of a BIGGBY COFFEE Store; (ii) "trade secret" information which includes any knowledge, ideas, concepts, techniques, computer programs, systems manuals, installation guides, reports, technical manuals, operation manuals, and training programs relating to the establishment, development, marketing, operation and maintenance of the Company's business or a BIGGBY COFFEE Store; (iii) "customer information" which includes information about current

and prospective customers of the Company or the Franchisor, including any list that contains the names, addresses and telephone numbers, and other contact information of the Company's employees and/or current or prospective customers, and specific information about these customers or prospective customers such as number of employees, general needs, customer contacts or referral sources; and (iv) "supplier information" which includes information about current and prospective carriers, suppliers, vendors, agencies, or providers of the Company or the Franchisor, including the names, addresses and telephone numbers of any such suppliers and the terms of any contracts or arrangements between the Company or the Franchisor and such suppliers.

2. I will not maliciously disparage or otherwise make harmful or unfavorable statements regarding the Company or the Franchisor or a BIGGBY COFFEE Store or any of their services, operations, processes or methods to anyone else.

3. Pursuant to the federal Defend Trade Secrets Act of 2016, I have been notified and understand that I will not be held criminally or civilly liable under any federal or state trade secrets law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. I understand that the Franchisor is the exclusive owner of all rights relating to the BIGGBY COFFEE systems and I agree that as a condition of my training and/or employment by the Company, the Franchisor has the exclusive rights to all ideas, improvements and innovations relating to a BIGGBY COFFEE Store, which I conceive, develop or help develop during my training and/or employment.

5. I understand that the Company is an independently owned and operated BIGGBY COFFEE Store franchisee and is my sole employer and solely responsible for the terms or my employment and my compensation. I further understand that the Franchisor is not directly or indirectly my employer and that the Franchisor is granted rights under this Agreement solely for the purpose of protecting the BIGGBY COFFEE systems and brand.

6. My obligations under this Agreement will be binding on me and my heirs and personal representatives and will inure to the benefit of the Company and the Franchisor and their successors and assigns. My obligations arising out of this Agreement are in addition to and are not in any manner limitations on all obligations not to use or disclose the Company's or the Franchisor's Confidential Information as provided by law, whether expressly or by implication.

7. I acknowledge that the Company and/or the Franchisor will suffer irreparable harm if I violate or breach the promises I have made in this Agreement. I, therefore, agree that the Company and/or the Franchisor will be entitled to an injunction enjoining me and restraining me from performing and continuing to commit any violation or breach of this Agreement, in addition to any other rights and remedies it might have. Also, the Company and the Franchisor will be entitled to recover all costs and expenses from me, including reasonable attorney fees and costs incurred in enforcing this Agreement. These remedies are cumulative and not alternative, and will be in addition to every remedy given under this Agreement, any other agreement between me and the Company, or now or later existing at law or in equity, by statute or otherwise. The election of one or more remedies will not constitute a waiver of the right to pursue other remedies.

8. Except as otherwise provided in this Agreement, if any provision of this Agreement or part thereof is determined by a court or agency of competent jurisdiction ("Court") to be contrary to law, the remainder of this Agreement will constitute the Agreement between me and the Company. If the Court holds all or part of this Agreement to be unreasonable or unenforceable because the restrictions imposed on me are too broad, I agree to be bound by a less restrictive covenant that imposes the maximum duty to the Company and the Franchisor permitted by law, as determined by the Court.

9. I have had an opportunity to review all the terms of this Agreement with my attorney and/or advisors and have read, understand and voluntarily accept all the terms of this Agreement.

10. I agree that any litigation will only be conducted on an individual, not a class-wide basis, and that a litigation proceeding between me and the Company or the Franchisor may not be consolidated with any other litigation proceeding between me and the Company or the Franchisor and any other person, corporation, limited liability company, partnership or other entity. I waive, to the fullest extent allowed by law, any right to pursue or participate as a lead plaintiff or a class representative in any claim on a class or consolidated basis.

11. AFTER CONSULTING WITH MY ATTORNEY OR HAVING THE OPPORTUNITY TO DO SO, I KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY (AND WITHOUT DURESS OR COERCION) WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR BASED ON ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTION RELATING TO THIS AGREEMENT. I WILL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS WILL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ME OR THE COMPANY EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ME AND THE COMPANY.

_____ Signature of Employee/Trainee _____ Type or Print Employee/Trainee Name Dated:_____	ACCEPTED: _____ The Company By: _____ Its: _____ Dated: _____

LIST OF FRANCHISES

EXHIBIT I

BIGGBY COFFEE Store Directory

Store	Open Date	Address	Phone	Primary Contact	Contact Phone
Florida					
805	1/31/23	4000 Ulmerton Rd Clearwater , FL 33762	727-289-2066	Charles Wyse	214-998-4255
850		Flagler County , FL		Michael Soares	469-460-1327
724		8587 Beach Boulevard Jacksonville , FL 32216		Kevin M. Clark	469-525-9722
1021		Marion County , FL		Elijah Schoonard	269-532-3323
338	5/28/13	1345 W Granada Blvd Ormond Beach , FL 32174	386-256-4955	*Randy Frank	386-846-6595
1034		Polk County , FL		Daniel Perkins	269-720-2260
1038		Sarasota County , FL		Benjamin Crippen	269-719-6909
Georgia					
1053		Bibb County, GA		Raymond Ellis	989-670-1817
789	10/25/2022	601 Houze Way Suite 300 Roswell, GA 30076	678-349-2815	Daniel Hinchee	727-514-2841
Idaho					
679	8/2/2022	4744 N Park Crossing Ave., Meridian, ID 83646	208-579-2369	PJ Yacuk	208-860-4335
Illinois					
1055		Cook County , IL		Jaime Vega	708-646-7194
1072		Cook County , IL		Sami Almageed	708-998-8755
1076		Cook County , IL		Nicole Cater	630-400-2717
814		1143-1175 South Lee Street Des Plaines , IL 60016		Ferdinand Rivera	224-766-9562
1000		Dupage County , IL		Sulaiman Ally	312-753-8700
1069		DuPage County , IL		James Mulyk	630-750-0007
1077		DuPage County , IL		Dhruvil Patel	630-492-3292
802		3150 W. 95th St. Evergreen Park , IL 60805		Femi Ajimoti	312-970-4277
1033		Lake County , IL		Elysa Alvarez	847-922-2219
1054		McHenry County , IL		Lisa Smith	248-755-1652
1042		10300 S Harlem Ave Palos Hills , IL 60465		Nickolas Kontos	847-809-4200

Stores in shaded rows were not yet open as of April 30, 2021

Store	Open Date	Address	Phone	Primary Contact	Contact Phone
828	9/13/22	1015 Brook Forest Ave Shorewood , IL 60404	779-234-9592	Carlandra Butkus	773-988-3297
659	2/9/21	902 S. Randall Rd. Suite E St. Charles , IL 60174	630-549-6373	*Shannon Martin	630-376-8088
Indiana					
1044	5/26/20	1500 North Wayne Street Suite A-2 Angola , IN 46703	260-665-9118	Tim Morris	260-715-0311
683	2/15/22	710 E Albion Street Avilla , IN 46710	260-897-6155	*Mark Demske	260-349-5761
890	10/25/22	9751 Lincoln Plaza Way Cedar Lake , IN 46303	219-235-5157	Donna Lackey	312-671-7006
588	5/14/19	3091 Village Point Chesterton , IN 46304	219-250-2975	Justin Neal	630-290-3609
742	5/18/21	1601 E 109th Ave Crown Point , IN 46307	715-848-2442	Daniel Tirado-Barbauld	219-308-7350
324	8/7/12	195 County Rd 6 Elkhart , IN 46514	574-333-2010	Ravneet Singh	206-251-4441
500	9/18/18	5230 Beck Dr Suite 1 Elkhart , IN 46516	574-350-7387	Mike Brann Jr.	616-717-1667
375	6/24/14	6568 E State Blvd Fort Wayne , IN 46815	260-245-6078	Yul Martin	260-417-9071
468	5/10/16	1505 W Dupont Rd Fort Wayne , IN 46825	260-755-0474	*Mark Demske	260-349-5761
607	1/14/21	5917 Illinois Road Fort Wayne , IN 46804	260-755-1830	*Lynette Gerard	260-494-5985
523		2010 Elkhart Rd Goshen , IN 46526		Mike Brann Jr.	616-717-1667
518	11/14/17	308 W Cleveland Rd Granger , IN 46530	574-855-3481	Ravneet Singh	206-251-4441
695	5/31/22	156 S Marlin Dr Greenwood , IN 46142	317-360-9838	Katlin Music	260-415-2132
1022		Hamilton County , IN		Aet Ely	317-938-1667
1029		Hamilton County , IN		David Clase Jr.	317-997-6652
1064		Hamilton County , IN		Jessica Thomas	317-702-8507
768		8359 Indianapolis Blvd Suite 12 Highland , IN 46322		Catherine Sullivan	708-207-7722
616	1/22/22	5255 E Southport Rd Indianapolis , IN 46237	727-278-9542	Michael Schmidt	727-278-1072
643	4/11/23	7829 Sunnyside Road, Suite C Indianapolis , IN 46236	317-855-7730	Lesli Peterson	317-688-1277
779	7/26/22	4735 E 96th Street Suite D Indianapolis , IN 46240	317-669-0051	Jaspreet S. Pardal	917-885-8007
1085		Johnson County , IN		Chintu Patel	317-701-3962
882	3/28/23	1222 W state road 2 LaPorte , IN 46350	219-380-5318	Jacob Mooneyhan	219-561-6900
897		Marion County , IN		Bonnie Benshoof	317-995-9514
842	11/19/18	3401 Franklin St Michigan City , IN 46360	219-809-9912	Justin Neal	630-290-3609

Stores in shaded rows were not yet open as of April 30, 2021

Store	Open Date	Address	Phone	Primary Contact	Contact Phone
610	11/1/22	107 Crystal Heights Blvd Middlebury , IN 46540	269-535-2278	Shari Morris	269-506-5459
880		213 McKinley Avenue Mishawaka , IN 46545		Jonathan Mondich	269-445-7106
632	5/18/20	5900 S. Range Rd North Judson , IN 46366	574-806-6015	Matt Bailey	574-806-1040
636	1/12/21	3104 West U.S. 36 Suite 7 Pendleton , IN 46064	765-221-9292	Ignacio Melendez	586-996-1185
538		1101 West Main St., Suite 190 Plainfield , IN 46168		*Jim Goetz	217-721-7481
899	7/4/17	302 Dan Jones Rd Suite 107 Plainfield , IN 46168	317-203-5362	Chintu Patel	317-701-3962
809		558 Columbus Drive Plymouth , IN 46563		William Luke Bradley	574-249-2231
501	10/10/17	103 N. Dixie Way Roseland , IN 46637	574-703-7118	Mark Vandegrift	616-915-0316
1006		9151 Wicker Ave. St. John , IN 46373		Nicholas Novak	708-935-5338
786		2020 Laporte Ave Valparaiso , IN 46383		Justin Neal	630-290-3609
657		17655 Shamrock Blvd Westfield , IN 46704		Liza Salzarulo	317-902-4743
775	1/11/22	1529 S Waterleaf Drive Westfield , IN 46074	317-763-1071	David Clase Jr.	317-997-6652
Kentucky					
1005		Boone County , KY		Amanda Ward	859-992-7331
887		Campbell County , KY		Hardik Patel	859-432-5680
857		16-62 Martha Layne Collins Blvd Cold Spring , KY 41076		Rachel Leighton	859-496-0635
642	2/23/21	3966 Turkeyfoot Rd Erlanger , KY 41018	859-534-2856	Carrie Williams	859-445-3581
513	9/26/17	8529 US Highway 42 Florence , KY 41042	859-918-6809	*Shanna Novosel	513-317-1730
681	3/18/22	7267 Turfway Road Florence , KY 41042	859-869-0010	Amanda Ward	859-992-7331
337	5/28/13	2498 Dixie Hwy Fort Mitchell , KY 41017	859-360-0192	*Shanna Novosel	513-317-1730
526	6/25/19	126 Amerson Way Suite A Georgetown , KY 40324	502-642-5383	*Carrie Anne Cousins	859-771-8787
580	1/15/19	2111 N Bend Rd Unit 107 Hebron , KY 41048	859-334-9149	Amanda Ward	859-992-7331
1001		Kenton County , KY		Michael Constantino	859-757-6066
836	3/22/23	1811 Monmouth Street Newport , KY 41071	859-261-1853	Carrie Williams	859-445-3581
725	3/1/22	1263 Mt Eden Rd Shelbyville , KY 40065	502-437-0273	Chadwick Harris	859-274-2040
582	2/19/19	5042 Old Taylor Mill Rd Taylor Mill , KY 41015	859-360-6346	Michael Chatterton	859-380-5511

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Store	Open Date	Address	Phone	Primary Contact	Contact Phone
729		354 Lexington Street Versailles , KY 40383		*Carrie Anne Cousins	859-771-8787
1580	10/1/22	, KY	859-334-9149	Amanda Ward	859-992-7331
Michigan					
1060	10/9/12	1441 E US-223 Adrian , MI 49221	517-263-3220	*Timothy Hoffman	616-304-9524
345	1/8/13	217 E Michigan Ave Albion , MI 49224	517-629-9800	Randy Neelis	517-937-1203
701	2/8/22	805 Marshall Ave Allegan , MI 49010	269-895-5001	Mark Dykema	616-218-8025
1037		Allegan County , MI		Todd Szakacs	616-836-6563
630	3/23/09	23190 W Outer Dr Allen Park , MI 48101	313-789-7602	Randy Baughman	313-516-8799
738	3/2/15	15552 Southfield Rd Allen Park , MI 48101	313-451-8529	*Bob Perry	734-233-7680
479	8/20/07	4814 Lake Michigan Dr Suite 500 Allendale , MI 49401	616-828-4595	*Timothy Hoffman	616-304-9524
1007	9/3/13	1655 Wright Ave Alma , MI 48801	989-285-1455	Erin L. Fitzgerald	989-615-3475
540	5/8/18	224 East Chisholm Street Alpena , MI 49707	989-340-0373	Jeff Konczak	989-385-5300
557	11/27/18	1251 M 32 West Alpena , MI 49707	989-340-0373	Jeff Konczak	989-385-5300
396	8/19/14	3980 Platt Rd Ann Arbor , MI 48108	734-368-9384	Mohamed Shetiah	517-337-6480
539	5/4/10	2550 W Stadium Blvd Ann Arbor , MI 48103	734-436-4783	Henry Lin	734-846-3436
353	11/11/13	4211 Joslyn Rd Suite 100 Auburn Hills , MI 48326	248-393-2420	Rabia Ahmad	248-990-5132
847	11/23/22	4000 Baldwin Rd Store Number K600 Auburn Hills , MI 48326	947-232-7095	Rabia Ahmad	248-990-5132
448	3/8/16	1101 W Columbia Ave Battle Creek , MI 49015	269-719-2031	*Matthew Lemmer	269-599-8488
476	4/12/16	1125 E Michigan Ave Suite 1 Battle Creek , MI 49014	269-223-7760	Charles Solano	269-832-4374
553	6/13/19	1395 Capital Ave. NE Battle Creek , MI 49017	269-753-1164	Charles Solano	269-832-4374
561	4/11/12	5466 Beckley Rd Suite F Battle Creek , MI 49015	269-223-7508	Charles Solano	269-832-4374
633	10/11/21	1525 W Michigan Ave Battle Creek , MI 49037	269-218-6728	Charles Solano	269-832-4374
800	10/11/22	30 Hill Brady Rd Battle Creek , MI 49037	269-282-0451	Charles Solano	269-832-4374
667		4114 Wilder Rd Bay City , MI 48706	989-391-9697	Christopher Conrad	810-278-5321
708	9/27/22	9299 Belding Rd. Belding , MI 48809	616-244-3273	Austin Palmer	517-214-7624

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Store	Open Date	Address	Phone	Primary Contact	Contact Phone
555	11/8/19	1990 Mall Place Benton Harbor , MI 49022	269-252-5255	*Matthew Lemmer	269-599-8488
855	5/6/14	3600 W 12 Mile Rd Berkley , MI 48072	248-268-1905	*James Stewart	810-844-3611
782		644 St Joseph Avenue Berrien Springs , MI 49103		Nicole Forkner	269-377-0141
246	6/24/08	840 S State St Big Rapids , MI 49307	231-592-8055	Tammy Lewandowski	231-592-8055
560	12/14/21	9505 Meijer Dr S Birch Run , MI 48415	989-244-6154	Jeremy Danbrook	517-202-3217
778	7/19/22	10500 Red Arrow HWY Bridgman , MI 49106	269-930-1162	Elliott Davis	509-869-2671
861		411 N Redbud Trail Buchanan , MI 49107		Sarah Docekal	269-423-2892
600	3/28/16	2458 S Center Rd Burton , MI 48519	810-407-6410	*Meghan Atkinson	517-897-4294
504	2/7/17	1818 N Mitchell St Cadillac , MI 49601	231-444-6065	MaryAnne MacIntosh	517-802-9890
691		6675 Broadmoor Caledonia , MI 49316		Mike Brann Jr.	616-717-1667
357	6/18/13	6426 100th St SE Caledonia , MI 49316	616-891-9508	Heather Maynard	616-706-2537
877	5/29/06	45430 Ford Rd Canton , MI 48187	734-254-1410	Ryan Lintner	517-749-7144
1049	2/10/15	44532 Michigan Ave Canton , MI 48188	734-331-6240	Ryan Lintner	517-749-7144
640	4/13/21	208 E State St Cassopolis , MI 49031	269-228-8116	Shari Morris	269-506-5459
711	1/9/17	14111 White Creek Ave. N.E. Cedar Springs , MI 49319	616-439-3331	*Matthew Corbeil	517-819-7174
841		24430 Van Dyke Ave Centerline , MI 48015		Kevin Shannon	810-357-8320
808	9/6/22	1418 Bridge St Suite A Charlevoix , MI 49720	231-437-3227	Adam Boyce	231-330-5035
697	12/16/08	504 Lansing St Charlotte , MI 48813	517-541-1990	*Timothy Hoffman	616-304-9524
834		Cheboygan County , MI		Jeff Konczak	989-385-5300
291	11/16/10	1171 S Main St Chelsea , MI 48118	734-562-2183	Chris Kosmet	517-917-5309
705	12/13/22	10459 South Clare Avenue Clare , MI 48617	989-424-6244	Tim Packard	989-429-6002
829	9/7/15	208 E 14 Mile Road Clawson , MI 48017	248-632-1227	*Diane Parker	248-703-5452
626	1/28/20	124 E. Michigan Ave Clinton , MI 49236	517-701-1212	Jaremy Jesse	517-881-6347
477	12/19/08	40027 S Groesbeck Hwy Clinton Township , MI 48036	586-783-3800	Kip Miller	231-944-8372
673	9/9/07	40740 Hayes Rd Clinton Township , MI 48038	586-412-3635	Nathan Berlin	586-360-5326

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Store	Open Date	Address	Phone	Primary Contact	Contact Phone
488	7/11/17	5105 W Vienna Rd Suite B Clio , MI 48420	810-368-4155	*Meghan Atkinson	517-897-4294
254	9/30/08	857 E Chicago St (US 12) Coldwater , MI 49036	517-279-9013	Victor Face	517-474-0852
592	1/30/19	490 West Chicago St. Coldwater , MI 49036	517-924-1398	Victor Face	517-474-0852
682	9/28/21	6577 Paw Paw Ave Coloma , MI 49038	269-202-7099	Trina Wilberg	616-490-2928
421	5/5/15	2220 Union Lake Rd Commerce Township , MI 48382	248-301-5113	Randy Israel	517-784-4094
447	5/5/15	1001 Welch Rd Suite 100 Commerce Township , MI 48390	248-313-9637	Keegan Piro	517-204-9103
574	12/3/07	4575 West River Dr NE Comstock Park , MI 49321	616-647-4704	*Timothy Hoffman	616-304-9524
514	4/4/17	1145 W Randall St Coopersville , MI 49404	616-997-4020	Robin Umphrey	616-460-7257
1041		Crawford County , MI		Christopher Kaman	424-634-1434
480	11/11/17	709 S State Rd Davison , MI 48423	810-412-9014	Karen Taylor	517-641-4385
355	10/14/14	3389 Greenfield Rd Dearborn , MI 48120	313-982-1100	Killoud Dabaja	313-614-1113
535	8/3/10	22445 Michigan Ave Dearborn , MI 48124	313-228-5342	Sam Azaz	313-729-1147
341	7/2/13	25421 Ford Rd Dearborn Heights , MI 48127	313-768-5570	Maher Dabaja	313-282-3474
506	9/14/08	4201 Saint Antoine St Detroit , MI 48201	313-833-1084	Emery Buccellato	313-300-7280
508	7/30/12	2799 W Grand Blvd Detroit , MI 48202	313-875-9413	Emery Buccellato	313-300-7280
125	7/16/01	13181 Schavey Rd DeWitt , MI 48820	517-668-1418	Margo Rees	517-896-1842
875		1623 142nd Ave Dorr , MI 49323		Jasmine Myers	517-574-2069
783		202 W Prairie Ronde St Dowagiac , MI 49047		Todd Docekal	269-624-6360
879		7157 E Saginaw St. East Lansing , MI 48823		Joseph O'Connor	517-204-9123
1	3/15/95	300 W Grand River Ave East Lansing , MI 48823	517-332-1471	Mohamed Shetiah	517-337-6480
139	3/8/05	3499 E Lake Lansing Rd East Lansing , MI 48823	517-853-0255	Jane O'Connor	517-819-5657
140	12/27/04	1429 W Saginaw St Suite 100 East Lansing , MI 48823	517-324-7007	Mohamed Shetiah	517-337-6480
568	6/27/19	1415 S. Main St Suite A Eaton Rapids , MI 48827	517-441-6096	Randy Neelis	517-937-1203
696	5/4/21	69821 M-62 Unit 11 Edwardsburg , MI 49112	269-699-4181	Karmen Rimes	269-377-7712
757		Emmet County , MI		Josh Schmidt	616-745-7845

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1067		Emmet County , MI		Adam Boyce	231-330-5035
884		27604 Middlebelt Road Farmington Hills , MI 48334		Masroor Ahmed	248-808-8490
302	9/27/11	235 N Leroy St Suite A Fenton , MI 48430	810-714-3870	Kristin Kildea	517-202-9376
407	8/19/14	750 W 9 Mile Rd Suite 8 Ferndale , MI 48220	248-268-4446	Kyle Van Buren	517-749-5504
435	3/29/16	26614 Telegraph Rd Flat Rock , MI 48134	734-789-7397	*Diane Parker	248-703-5452
336	7/2/13	3093 S Linden Rd Suite F Flint , MI 48507	810-422-9443	*Meghan Atkinson	517-897-4294
731	11/8/22	2410 W. Hill Rd Flint , MI 48507	810-283-4934	Kristin Kildea	517-202-9376
464	11/3/15	6429 W Pierson Rd Flushing , MI 48433	810-487-9653	Karen Taylor	517-641-4385
483	1/17/17	8097 Country Corner Drive Fowlerville , MI 48836	517-715-6112	Kelly Roe	517-388-1635
845	12/13/22	235 N Main St Frankenmuth , MI 48734	989-262-8378	Jennifer Long	810-730-7109
790	12/27/22	117 S. Main St. Suite 1A Freeland , MI 48623	989-573-8380	Douglas W. Blume	517-812-4527
454	8/1/16	1231 West Main St Fremont , MI 49412	231-335-2526	Kyle Wohlgemuth	616-293-5386
542	6/25/07	1004 W Main St Gaylord , MI 49735	989-732-9809	Austin Palmer	517-214-7624
1017		Genesee County , MI		Dennis Cappo	810-293-5600
1074		Genesee County , MI		Jasim Farha	810-275-5280
687	8/31/21	7146 P Rd Gladstone , MI 49837	906-786-7554	Jarred Drown	443-745-2833
374	8/19/14	1 Genesys Pkwy Grand Blanc , MI 48439	810-606-6106	Kristin Kildea	517-202-9376
414	9/15/15	2223 E Hill Rd Grand Blanc , MI 48439	810-771-3600	Kristin Kildea	517-202-9376
1026	10/15/13	621 A Way Dr Grand Haven , MI 49417	616-607-2922	*Matthew Corbeil	517-819-7174
700		2910 Eastern Ave SE Grand Rapids , MI 49508		*Timothy Hoffman	616-304-9524
179	5/22/06	2860 E Paris Ave SE Grand Rapids , MI 49512	616-285-7130	*Timothy Barker	616-648-8128
344	12/4/12	2700 Kraft Ave SE Suite E Grand Rapids , MI 49546	616-949-0696	Mark Vandegrift	616-915-0316
363	8/13/13	100 Wealthy St SE Grand Rapids , MI 49503	616-419-3716	Amanda Jantz	616-889-6191
410	8/12/14	2030 Lake Michigan Dr NW Suite F & G Grand Rapids , MI 49504	616-735-4990	*Timothy Hoffman	616-304-9524
432	12/10/07	1215 Fuller Ave NE Grand Rapids , MI 49505	616-459-7855	*Timothy Hoffman	616-304-9524
482	8/12/16	2200 Alpine Ave NW Suite A Grand Rapids , MI 49544	616-226-6420	Josh Schmidt	616-745-7845

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489	10/1/07	4035 Plainfield Ave NE Grand Rapids , MI 49525	616-365-9301	*Timothy Hoffman	616-304-9524
516	10/26/16	235 Wealthy St SE Grand Rapids , MI 49503	616-551-3046	Christina Fischer	616-826-2471
572	5/15/06	146 Monroe Center NW Suite 155 Grand Rapids , MI 49503	616-233-9010	*Timothy Hoffman	616-304-9524
824	10/18/22	3516 Division Ave S Grand Rapids , MI 49519	616-344-6950	*Timothy Hoffman	616-304-9524
153	10/17/05	4533 Ivanrest SW Suite B Grandville , MI 49418	616-530-3310	*Timothy Barker	616-648-8128
499	12/17/07	3910 Chicago Dr SW Grandville , MI 49418	616-532-6422	*Timothy Hoffman	616-304-9524
699	6/14/21	4461 8th Ave Grandville , MI 49418	616-717-0868	*Timothy Hoffman	616-304-9524
653	4/6/21	4800 W 4 Mile Rd Grayling , MI 49738	989-275-6777	Cassie Smutny	989-965-1535
493	11/30/20	12798 Old 14 Mile Rd Greenville , MI 48838	616-712-6559	Kyle Wohlgemuth	616-293-5386
816	4/19/22	4220 West Polk Rd Hart , MI 49420	231-301-8067	*Matthew Corbeil	517-819-7174
609	11/21/10	11325 W Highland Rd Hartland , MI 48353	810-632-0265	Kristin Kildea	517-202-9376
385	9/9/15	1602 Haslett Rd Haslett , MI 48840	517-483-2771	Mohamed Shetiah	517-337-6480
1045	5/1/12	1180 M-43 Hwy Suite C Hastings , MI 49058	269-948-9423	*Timothy Hoffman	616-304-9524
886	1/10/23	199 E Saginaw St. Hemlock , MI 48626	989-301-0690	Paul Burback III	989-751-7288
426	10/4/16	210 W. Carleton Rd. Hillsdale , MI 49242	517-437-1100	Brandy Boyd	517-607-5511
335	9/25/12	660 Chicago Dr Suite 50 Holland , MI 49423	616-396-1113	Mark Dykema	616-218-8025
340	10/7/14	65 Douglas Ave Suite 1 Holland , MI 49424	616-294-1055	Mark Dykema	616-218-8025
409	4/12/16	1000 Washington Ave Holland , MI 49423	616-294-3639	Mark Dykema	616-218-8025
576	6/1/21	225 College Ave Holland , MI 49423	616-499-6106	Mark Dykema	616-218-8025
830	3/22/22	12719 Riley St Suite 5 Holland , MI 49424	616-344-2383	Mark Dykema	616-218-8025
606	4/14/08	1850 Cedar Street Holt , MI 48842	517-709-3923	Andy Bunnell	517-899-9230
497	6/7/16	811 Shelden Ave Houghton , MI 49931	906-523-7018	Landon Palmer	517-214-7420
156	1/23/06	1275 Lawson Dr Howell , MI 48843	517-545-8196	Phil Raubinger	810-730-3662
304	5/24/11	1485 N Michigan Ave Suite 400 Howell , MI 48843	517-552-4930	Randy Israel	517-784-4094
669	7/27/21	325 Railroad St Hudson , MI 49247	517-448-3141	Brandy Boyd	517-607-5511
360	5/12/15	4676 32nd Ave Hudsonville , MI 49426	616-209-5357	Josh Schmidt	616-745-7845

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1035	12/27/11	3743 Baldwin St Hudsonville , MI 49426	616-209-7659	Kyle Wohlgemuth	616-293-5386
833		4141 Club Rd. Indiana River , MI 49749		Jeff Konczak	989-385-5300
619	4/8/07	2331 S State Rd Suite E Ionia , MI 48846	616-522-0788	*Timothy Hoffman	616-304-9524
1078		Iosco County , MI		James Rowden	989-820-5798
689		1244 East Center St. Ithaca , MI 48847		Randy Neelis	517-937-1203
143	3/14/05	1025 N Wisner St Jackson , MI 49201	517-990-0800	Denise Morgan	517-499-3055
438	3/3/15	2900 Springport Rd Jackson , MI 49201	517-795-2812	Lori DeYoung	517-648-1992
452	8/10/15	405 S Cooper St Jackson , MI 49201	517-780-9558	Randy Neelis	517-937-1203
473	2/2/16	2003 Horton Rd Jackson , MI 49203	517-748-7310	Rick Reardon	517-499-3055
644	4/20/15	3039 E Michigan Ave Jackson , MI 49202	517-962-2118	Samantha Jackson	517-914-0930
660	5/4/21	1220 W Parnall Rd. Jackson , MI 49201	517-395-4144	Lori DeYoung	517-648-1992
663	4/20/21	1308 E. McDevitt Ave Jackson , MI 49203	517-539-6188	Gerry Lobdell	517-414-7525
709	4/19/22	3634 McCain Rd. Unit 1 Jackson , MI 49203	517-888-5135	Samantha Jackson	517-914-0930
785	12/19/22	1002 Cooper St. Jackson , MI 49201	517-315-4061	Randy Neelis	517-937-1203
323	2/14/12	7589 Cottonwood Dr Suite E Jenison , MI 49428	616-350-9280	*Timothy Hoffman	616-304-9524
571	1/20/20	503 E. Chicago St Jonesville , MI 49250	517-849-2600	Randy Neelis	517-937-1203
151	7/18/05	4560 W Main St Kalamazoo , MI 49006	269-552-9240	Mohamed Shetiah	517-337-6480
228	1/14/08	3216 Stadium Dr Kalamazoo , MI 49008	269-488-2600	*Kyle Kinney	269-929-0650
460	11/17/15	5015 E Michigan Ave Kalamazoo , MI 49048	269-343-3170	*Carrie Anne Cousins	859-771-8787
509	11/8/16	8016 Vineyard Parkway Kalamazoo , MI 49009	269-447-2129	*Carrie Anne Cousins	859-771-8787
527	6/13/05	5913 Gull Rd Kalamazoo , MI 49048	269-344-5527	*Kyle Kinney	269-929-0650
551	6/18/19	6556 W. Main Kalamazoo , MI 49009		*Matthew Lemmer	269-599-8488
1052		Kalamazoo County , MI		Morgan Anderson	269-290-8847
781	9/27/22	556 S Cedar St Kalkaska , MI 49646	231-384-6105	Andrew Long	231-878-2990
727		Kent County , MI		Robin Umphrey	616-460-7257
866		Kent County , MI		Josh Schmidt	616-745-7845
1080		Kent County , MI		*Timothy Hoffman	616-304-9524

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175	10/15/07	6082 Kalamazoo Ave SE Kentwood , MI 49508	616-554-3707	*Timothy Barker	616-648-8128
423	11/19/14	4450 Breton Rd SE Kentwood , MI 49508	616-803-0630	*Timothy Barker	616-648-8128
818		5760 W. Houghton Lake Road Lake City , MI 49561		Mason Plumlee	347-909-0022
2	10/20/97	115 W Allegan St Lansing , MI 48933	517-482-5579	Mohamed Shetiah	517-337-6480
5	7/31/00	536 Elmwood Dr Lansing , MI 48917	517-321-4146	Mohamed Shetiah	517-337-6480
11	11/6/00	120 W Ottawa St Lansing , MI 48933	517-372-6899	Jeff McAlvey	517-862-1007
118	3/24/03	8741 W Saginaw Hwy Lansing , MI 48917	517-627-1168	Paula Thompson	517-898-6994
215	6/25/07	2002 W Saginaw St Lansing , MI 48915	517-484-1979	Paula Thompson	517-898-6994
222	2/9/10	750 N Cedar St Suite 105 Lansing , MI 48906	517-374-7444	Mohamed Shetiah	517-337-6480
270	7/7/09	2546 E Jolly Rd Suite 2 Lansing , MI 48910	517-882-9711	Andy Bunnell	517-899-9230
349	10/4/12	500 E Michigan Ave Lansing , MI 48912	517-374-1314	Mohamed Shetiah	517-337-6480
408	5/27/15	4230 S Martin Luther King Jr Blvd Lansing , MI 48910	517-708-0210	Mohamed Shetiah	517-337-6480
424	3/3/15	6333 W St Joe Hwy Lansing , MI 48917	517-203-5813	Paula Thompson	517-898-6994
441	3/26/15	3335 E Michigan Ave Lansing , MI 48912	517-708-0018	Mohamed Shetiah	517-337-6480
605	10/19/21	6264 S. Pennsylvania Ave Lansing , MI 48911	517-574-4049	Megan Rohde	517-648-8785
859	10/21/08	2250 Lake Lansing Rd Lansing , MI 48912	517-708-8618	Mohamed Shetiah	517-337-6480
702	4/19/22	367 Lake Nepessing Rd Lapeer , MI 48446	810-660-7612	*Meghan Atkinson	517-897-4294
710		100 S. Main St. Leslie , MI 49251		Randy Neelis	517-937-1203
873		3461 Fort Street Lincoln Park , MI 48146		Charlie Kennedy III	313-878-5466
306	9/13/11	33443 W 7 Mile Rd Livonia , MI 48152	248-987-4412	*Bob Perry	734-233-7680
361	7/29/13	19041 Middlebelt Rd Livonia , MI 48152	248-987-6447	*Bob Perry	734-233-7680
416	9/23/14	38047 Ann Arbor Rd Livonia , MI 48150	734-744-8554	*Ed Buison	734-578-3193
578	7/6/21	29223 Plymouth Rd Livonia , MI 48150	734-237-4247	*Ed Buison	734-578-3193
380	4/29/14	11826 Fulton St E Lowell , MI 49331	616-987-3328	Austin Palmer	517-214-7624
467	11/3/15	4551 W US-10 Suite B Ludington , MI 49431	231-425-4725	Kyle Wohlgemuth	616-293-5386
615	6/23/08	18309 Hall Rd Macomb , MI 48044	586-263-3005	Rabia Ahmad	248-990-5132

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Store	Open Date	Address	Phone	Primary Contact	Contact Phone
1068		Macomb County , MI		Francis Fachou	248-229-8133
589	7/28/15	222 W 11 Mile Rd Madison Heights , MI 48071	248-591-4230	*James Stewart	810-844-3611
896		327 W Main St Manchester , MI 48158		David Moyle	248-721-5657
693	3/21/23	15 Caberfae Hwy Manistee , MI 49660	231-299-1122	Mike Brann Jr.	616-717-1667
453	6/23/15	3165 Wright St Marquette , MI 49855	906-273-2330	Landon Palmer	517-214-7420
342	7/2/07	1110 W Michigan Ave Suite B Marshall , MI 49068	269-781-4806	Mohamed Shetiah	517-337-6480
244	5/13/08	661 N Cedar St Mason , MI 48854	517-676-2280	Lori DeYoung	517-648-1992
593	10/12/21	23944 Red Arrow Hwy Mattawan , MI 49071	269-283-5022	Linda Marcon	269-760-6941
1081		Mecosta County , MI		Julie Fekken	616-335-1976
774	10/18/22	3522 S. Lapeer Rd. Metamora , MI 48455	810-212-1066	*Meghan Atkinson	517-897-4294
664	5/12/14	957 S Saginaw Rd Midland , MI 48640	989-486-3384	Norma Pyscher	989-708-8771
752	1/18/22	6615 Eastman Ave Midland , MI 48642	989-486-1186	Norma Pyscher	989-708-8771
384	11/24/14	559 N Telegraph Rd Monroe , MI 48162	734-344-7408	Mohamed Shetiah	517-337-6480
279	8/19/09	210 S Mission St Mt Pleasant , MI 48858	989-779-0373	Bill Taylor	517-351-2573
601	2/18/08	4445 E Blue Grass Rd Suite A Mt Pleasant , MI 48858	989-773-3800	Landon Palmer	517-214-7420
658	7/27/21	5935 E Pickard Rd Mt Pleasant , MI 48858	989-317-0029	Landon Palmer	517-214-7420
266	9/23/08	3295 Henry St Muskegon , MI 49441	231-733-0320	*Matthew Corbeil	517-819-7174
391	6/3/14	1684 E Apple Ave Muskegon , MI 49442	231-767-9201	*Matthew Corbeil	517-819-7174
307	12/18/12	36540 Green St New Baltimore , MI 48047	586-725-7224	Jim Dehem	586-909-0404
404	11/4/14	30771 Milford Rd New Hudson , MI 48165	248-486-8900	Karissa Canfield	517-402-3934
692	3/15/22	176 W River Valley Drive Newaygo , MI 49337	231-452-6713	Mike Brann Jr.	616-717-1667
655	6/29/21	2518 S. 11th Street Niles , MI 49120	269-262-0297	Sarah Docekal	269-423-2892
614	6/28/22	1820 Holton Road North Muskegon , MI 49445	231-735-7132	*Matthew Corbeil	517-819-7174
788		SW Corner of Haggerty and 8 Mile Northville , MI 48167		*Bob Perry	734-233-7680
536	7/17/18	5169 Harvey Street Norton Shores , MI 49444	231-375-8597	*Matthew Corbeil	517-819-7174
704	10/18/22	27500 Novi Rd Store Number K105 Novi , MI 48377	947-233-1056	*James Stewart	810-844-3611
1009		Oakland County , MI		*James Stewart	810-844-3611

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Store	Open Date	Address	Phone	Primary Contact	Contact Phone
121	4/22/02	4756 Marsh Rd Okemos , MI 48864	517-853-9918	Jane O'Connor	517-819-5657
225	4/6/10	4480 S Hagadorn Rd Okemos , MI 48864	517-337-3037	Mohamed Shetiah	517-337-6480
1059	8/9/99	3520 Okemos Rd Suite 7 Okemos , MI 48864	517-381-2378	*Timothy Hoffman	616-304-9524
826		2041 S Ortonville Rd Ortonville , MI 48462		Michelle Carman	248-390-5795
333	9/4/12	1475 E Main St Owosso , MI 48867	989-720-2442	Karen Taylor	517-641-4385
712	6/28/22	1302 West Main Street Owosso , MI 48867	989-720-5282	Karen Taylor	517-641-4385
670		153 S Washington Street Oxford , MI 48371		Amy Harris	248-515-7364
698	11/3/21	116 S Riverview Dr Parchment , MI 49004	616-256-6680	*Timothy Hoffman	616-304-9524
418	8/22/17	400 S Kalamazoo St Paw Paw , MI 49079	269-913-4563	Linda Marcon	269-760-6941
635		2819 Lansing Road Perry , MI 48872		Robert Taylor	517-641-4385
406	7/11/11	1201 Lears Rd Petoskey , MI 49770	231-439-9488	Josh Schmidt	616-745-7845
474	5/17/16	9568 Chilson Commons Cir Pinckney , MI 48169	810-231-1299	Kristin Kotarba	517-896-1312
773	9/7/09	1307 E M-89 Suite E Plainwell , MI 49080	269-204-6700	Christopher Kaman	424-634-1434
450	9/28/10	400 W Ann Arbor Rd Plymouth , MI 48170	734-620-3635	*Bob Perry	734-233-7680
558	12/10/13	44601 5 Mile Rd Plymouth , MI 48170	734-416-1314	Kristin Kildea	517-202-9376
120	5/13/02	7501 S Westnedge Ave Portage , MI 49002	269-323-3670	Raj Joshi	517-974-2011
311	8/21/06	5132 S Westnedge Ave Portage , MI 49002	269-345-3540	*Kyle Kinney	269-929-0650
559	5/8/12	3279 W Centre Ave Portage , MI 49024	269-903-2371	*Kyle Kinney	269-929-0650
569	11/13/18	9008 Portage Rd. Portage , MI 49002	269-443-7084	*Carrie Anne Cousins	859-771-8787
612	10/10/11	5401 Portage Rd Suite 1 Portage , MI 49002	269-903-2740	*Kyle Kinney	269-929-0650
154	5/16/05	1462 E Grand River Ave Portland , MI 48875	517-647-4861	Sarah Antaya	517-490-9504
791	11/18/13	15138 Inkster Rd Redford , MI 48239	313-286-3866	*Bob Perry	734-233-7680
854		419 N. Chestnut St. Reed City , MI 49677		Sonya Bielecki	616-481-3229
1065		67421 S Main St Richmond , MI 48062		Nick Wurmlinger	586-808-2624
817		11858 Northland Drive NE Rockford , MI 49341		Robin Umphrey	616-460-7257
618	11/16/09	2745 10 Mile Rd NE Suite 100 Rockford , MI 49341	616-866-8820	*Timothy Hoffman	616-304-9524

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694		Roscommon County , MI		Mike Brann Jr.	616-717-1667
734		30800 Little Mack Ave Roseville , MI 48066		Wendy Zelond	313-715-9983
510	10/22/07	26740 Gratiot Ave Roseville , MI 48066	586-871-2955	Sam Azaz	313-729-1147
331	12/11/12	3085 Bay Rd Suite 1A Saginaw , MI 48603	989-791-0446	*Alex Winkel	989-385-3409
541	1/23/18	5775 State Street Suite #2 Saginaw , MI 48603	989-401-2746	*Alex Winkel	989-385-3409
1010		Saginaw County , MI		Alexandra Seelmann-Saunders	810-247-3744
1023		Saginaw County , MI		Erin L. Fitzgerald	989-615-3475
1013	4/5/11	6961 E Michigan Ave Saline , MI 48176	734-316-7934	David Moyle	248-721-5657
769		11 W Saginaw Rd Sanford , MI 48657		Austin Palmer	517-214-7624
519	8/8/19	6432 Blue Star Highway Saugatuck , MI 49453	269-455-5582	*Tara Walston	269-214-1082
351	5/21/13	2502 N Ashmun St Sault Sainte Marie , MI 49783	906-635-3545	Carol Maleport	906-635-1437
746	12/7/21	12850 Super Dr Sawyer , MI 49125	269-405-1037	Justin Neal	630-290-3609
394	7/22/14	531 N Grand St Suite A Schoolcraft , MI 49087	269-679-7148	*Carrie Anne Cousins	859-771-8787
807	1/15/13	51185 Van Dyke Ave Shelby Township , MI 48316	586-580-3428	Sanford Green	248-619-5323
463	4/19/16	343 Blue Star Hwy South Haven , MI 49090	269-872-3938	*Tara Walston	269-214-1082
713	5/26/22	515 Williams St Unit 21 South Haven , MI 49090	269-767-7389	*Tara Walston	269-214-1082
661	5/4/09	22729 Pontiac Trail South Lyon , MI 48178	248-278-6200	Karissa Canfield	517-402-3934
379	4/29/14	14440 Fort St Southgate , MI 48195	734-225-1499	Sam Azaz	313-729-1147
487	8/23/16	16215 Dix Toledo Rd Southgate , MI 48195	734-258-8426	Earl Hovious	734-323-2231
427	12/20/14	275 S State St NW Sparta , MI 49345	616-887-0427	Kyle Wohlgemuth	616-293-5386
491	5/3/16	7851 Spring Arbor Rd Spring Arbor , MI 49283	517-748-5996	Gerry Lobdell	517-414-7525
425	12/15/15	510 W Savidge Rd Spring Lake , MI 49456	616-827-7025	*Timothy Hoffman	616-304-9524
170	10/23/06	1077 S US 27 Suite 14B St Johns , MI 48879	989-227-1300	Margo Rees	517-896-1842
627	1/24/11	111 Main St St Joseph , MI 49085	269-983-4247	James Thomsen	269-325-0141
793	4/12/22	135 West Washington Avenue St. Louis , MI 48880	989-681-8260	Erin L. Fitzgerald	989-615-3475
676	3/22/22	34255 Schoenherr Sterling Heights , MI 48312	586-983-8284	Mohamad Elfakir	586-382-9002

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611	2/17/20	4933 Red Arrow Hwy Stevensville , MI 49127	269-281-0301	*Tara Walston	269-214-1082
484	5/10/16	27046 Fawn River Rd Sturgis , MI 49091	269-503-7392	Victor Face	517-474-0852
766	11/15/22	1031 N Nottowa Sturgis , MI 49091	269-221-6361	Victor Face	517-474-0852
583	2/27/20	4165 Morrish Rd. Swartz Creek , MI 48473	810-630-6074	*Meghan Atkinson	517-897-4294
440	7/28/15	22326 Goddard Rd Taylor , MI 48180	313-768-5300	Mahmoud Ijbara	313-377-4350
330	1/29/13	201 N US-131 Suite K-1 Three Rivers , MI 49093	269-244-4392	Morgan Anderson	269-290-8847
564	1/22/13	1535 S Division St Traverse City , MI 49684	231-714-5004	MaryAnne MacIntosh	517-802-9890
565	8/11/15	748 Munson Ave Suite 3 Traverse City , MI 49686	231-642-5555	MaryAnne MacIntosh	517-802-9890
671	11/30/21	4041 US 31 South Traverse City , MI 49685	231-486-6179	MaryAnne MacIntosh	517-802-9890
714	12/13/22	1100 W South Airport Road Traverse City , MI 49686	231-252-4149	MaryAnne MacIntosh	517-802-9890
457	8/25/15	3580 West Rd Trenton , MI 48183	734-307-0200	James Conner	734-558-1547
744	11/17/14	1057 E Long Lake Rd Troy , MI 48085	248-729-7026	Elizabeth Karg	615-414-2358
1004		3360 Walker Avenue Walker , MI 49534		*Timothy Hoffman	616-304-9524
265	9/21/10	355 Wilson Ave NW Walker , MI 49534	616-453-2070	Josh Schmidt	616-745-7845
761		Washtenaw County , MI		Mohamed Shetiah	517-337-6480
511	5/10/11	6123 Highland Rd Suite A Waterford , MI 48327	248-599-9217	Kristin Kildea	517-202-9376
876		4795 Dixie Hwy Waterford Twp , MI 48329		Brandon Davis	810-931-1071
860		604 S Main Street Watervliet , MI 49098		Trina Wilberg	616-490-2928
419	5/26/15	1114 W Superior St Suite E Wayland , MI 49348	269-397-5060	Heather Maynard	616-706-2537
654		Wayne County , MI		Steven Murdock	734-991-3777
1031		Wayne County , MI		Thania Pennington	623-229-5825
1036		Wayne County , MI		Bassil Baydoun	313-702-5237
1058		Wayne County , MI		Saeed Kahn	313-663-8994
1062		Wayne County , MI		Mason Sokana	586-838-8363
1079		Wayne County , MI		Jennifer Surma-Mehdi	313-478-4565
236	10/29/07	36640 Ford Rd Westland , MI 48185	734-326-1468	Mohamad Elfakir	586-382-9002
739	10/19/21	9228 Highland Road White Lake , MI 48386	248-242-6289	Phil Raubinger	810-730-3662

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494	10/4/16	510 W Chicago Rd White Pigeon , MI 49099	269-464-2090	Shari Morris	269-506-5459
517	6/24/17	1315 E Colby Rd Whitehall , MI 49461	231-894-0301	Kyle Wohlgemuth	616-293-5386
481	6/28/16	725 W Grand River Williamston , MI 48895	517-996-6234	Julie Wheeler	517-749-5616
180	1/29/07	5795 Byron Center Ave Suite A Wyoming , MI 49519	616-531-9910	*Timothy Hoffman	616-304-9524
191	9/25/06	1105 28th St Wyoming , MI 49509	616-808-3188	*Timothy Barker	616-648-8128
348	8/21/14	5301 Division Ave Suite A Wyoming , MI 49548	616-419-3008	*Timothy Barker	616-648-8128
637	2/25/20	1760 44th St. SW Wyoming , MI 49519	616-552-9230	*Timothy Hoffman	616-304-9524
368	12/10/13	1510 Washtenaw Ave Ypsilanti , MI 48197	734-961-7429	Bill Tripp	734-649-0241
470	2/12/19	501 W. Main Ave Zeeland , MI 49464	616-239-1334	Mark Dykema	616-218-8025
North Carolina					
624	5/5/20	1429 University Dr Suite 101 Burlington , NC 27215	336-350-7937	John Arthur	419-549-7043
827		180 Andrews Rd, Fayetteville , NC 28311		Omar Alsaidi	919-810-3771
1051		Mecklenburg County , NC		Brigitte Perry	704-293-2741
804		114 Goldsboro Street Pikeville , NC 27863		Rachel Bonafede	919-920-6744
792	2/14/23	10215 McIntyre Ridge Rd., Ste 100 Pineville , NC 28134	704-835-1228	John M. McPhail II	704-609-6470
796	10/25/22	5424 Six Forks Road Raleigh , NC 27609	984-242-0284	Henry L. Fornes III	252-413-9330
870	3/7/23	4208 Pleasant Valley Road Raleigh , NC 27612	252-714-9020	Henry L. Fornes III	252-413-9330
703	10/26/21	12201 NC-150 Winston-Salem , NC 27127	336-999-8998	Jodi Nye	336-941-1223
Ohio					
665	8/24/21	2260 West Market Street Akron , OH 44313	234-571-9296	Greg Alberty	440-570-1149
755	11/2/21	1761 Ohio Pike Amelia , OH 45102	513-797-0083	Annette DiTommaso	513-680-8292
1020		1617 Claremont Avenue Ashland , OH 44805		Garry Miller	260-499-0287
819		1030 Hospital Dr. Batavia , OH 45103		Larkyn Lang	937-725-2081
720	11/9/21	25780 Miles Rd Unit G Bedford Heights , OH 44146	216-342-5757	Lining Ren	347-545-0785
367	7/15/14	215 E Wooster St Bowling Green , OH 43402	419-353-2442	Gary Dible	419-348-8148

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719	3/14/23	15344 Snow Road Brook Park , OH 44142	216-331-6620	*Moe Charara	313-475-4750
747	2/1/22	1001 S Main St Bryan , OH 43506	419-519-3098	Heather Starkweather	419-583-0402
832	3/7/23	4015 Hills and Dales Rd. NW Canton , OH 44708	330-546-0005	Chris Maggiore	330-802-8971
585	3/12/19	615 Grand Lake Rd Celina , OH 45822	567-890-2244	Jonathan Sell	770-300-8395
740		4920 Barrow Avenue Cincinnati , OH 45209		Dustin T. Hepburn	513-652-1407
748		888A Eastgate N Dr Cincinnati , OH 45245		Michelle Duncan-Wilson	513-290-9861
1046		7008 Reading Rd. Cincinnati , OH 45237		Matthew Wendth	513-617-9005
623	9/9/19	4795 Red Bank Expressway Cincinnati , OH 45227	513-271-0285	Jonathan Mills	513-675-6676
649	1/19/21	8185 Hetz Drive Cincinnati , OH 45242	513-247-0021	Dustin T. Hepburn	513-652-1407
662	10/27/20	5434 North Bend Road Suite 100 Cincinnati , OH 45247	513-978-0095	Jonathan Mills	513-675-6676
767	5/10/22	7390 Wooster Pike Cincinnati , OH 45227	513-979-4021	Jonathan Mills	513-675-6676
1086		Clark , OH		Mark Smith	937-360-3171
638	8/4/20	13201 Shaker Square Cleveland , OH 44120	216-727-0001	Lining Ren	347-545-0785
622		5050 N. Hamilton Road Columbus , OH 43230		Yasin Bono	734-476-7590
718		1742 Hilliard Rome Road Columbus , OH 43228		Ben Grose	937-243-3160
1075		Cuyahoga County , OH		Victor Ghobrial	216-313-0787
721		3464 Hudson Dr Cuyahoga Falls , OH 44221	330-835-6866	Lining Ren	347-545-0785
674		5858 Springboro Pike Dayton , OH 45449		*Laynae Meyer	937-901-4508
567	4/2/19	418 Warren St Dayton , OH 45402	937-938-5155	*Jeffrey Meyer	937-901-5709
874	12/30/22	3821 Cloud Park Dr Dayton , OH 45424	937-250-6029	*Laynae Meyer	937-901-4508
1039		1936 East Second Street Defiance , OH 43512		Jeff Strausbaugh	419-438-1777
184	2/5/07	720 N Clinton St Defiance , OH 43512	419-784-0266	Sue Strausbaugh	419-438-9200
1083		Delaware County , OH		Ramakrishna Uppala	614-975-8939
613	9/16/19	615 Griswold Rd Elyria , OH 44035	440-412-4003	Michael Sertich	440-258-9385
865	12/27/22	2874 Joseph Drive Fairfield Township , OH 45011	513-737-0131	Ashley Hochscheid	513-545-2168
278	12/8/09	2560 Tiffin Ave Findlay , OH 45840	567-525-4489	Angie Briggs	419-619-9392

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602	3/17/20	718 W. Trenton Ave. Findlay , OH 45840	567-250-8323	Angie Briggs	419-619-9392
784	9/13/22	426 E State Street Fremont , OH 43420	567-280-4290	Carrie Rios	419-341-0352
675	11/16/21	1055 High Street Hamilton , OH 45011	513-737-1689	Dustin T. Hepburn	513-652-1407
863	10/11/22	1440 Haldimand Avenue Hamilton , OH 45013	513-795-7300	Dustin T. Hepburn	513-652-1407
1003		Hamilton County , OH		Corey Keiner	513-236-3752
127	2/4/02	6913 Spring Valley Drive Suite 1 Holland , OH 43528	567-742-7309	Mohamed Shetiah	517-337-6480
716		8870 Columbus Pike Lewis Center , OH 43035		Andrew Banacki	614-260-6040
1024		7206-7240 Towne Center Drive Liberty Township , OH 45069		Annette DiTommaso	513-680-8292
243	2/10/09	717 N Cable Rd Lima , OH 45805	419-999-9262	Adam Rector	419-516-7297
352	4/16/13	1001 Bellefontaine Ave Lima , OH 45804	419-221-6181	Adam Rector	419-516-7297
439	6/28/16	1519 Harding Hwy Lima , OH 45804	567-289-9434	Adam Rector	419-516-7297
672	1/11/22	5320 Leavitt Road Lorain , OH 44053	440-213-7624	Michael Sertich	440-258-9385
722		Lorain , OH		Mohammed Haq	440-567-7644
848		Lorain County , OH		Dena Snyder	216-346-0999
1066		Lorain County , OH		Charles Nowak	440-949-6320
566	10/16/18	732 Middleton Way Loveland , OH 45140	513-583-0538	Dustin T. Hepburn	513-652-1407
885		10241 US 23 Lucasville , OH 45648		Todd Crabtree	740-357-5291
556	2/18/20	932 Colemans Crossing Blvd. Marysville , OH 43040	937-738-2017	Clancy Cruise	937-594-8586
1048		18050 State Rte 31 Marysville , OH 43040		Sandy Cruise	937-594-8586
534	1/21/14	2675 S Detroit Ave Maumee , OH 43537	419-794-4747	Gary Dible	419-348-8148
1073		1400-1420 Hamilton Lebanon Rd. Monroe , OH 45044		Annette DiTommaso	513-680-8292
1025		Montgomery County , OH		Scott Bunch	513-253-6415
1063		Montgomery County , OH		Jason Howard	937-668-4538
726	1/10/23	1417 Scott St. Suite 1 Napoleon , OH 43545	567-341-4324	Crystal Thompson-Simpkins	419-654-3237
821	12/14/21	1139 W. High Ave New Philadelphia , OH 44663	330-556-8339	William Marino	330-340-7210
1030		4537 Everhard Rd NW North Canton , OH 44708		Chris Maggiore	330-802-8971
548	5/14/19	26625 Brookpark Ext North Olmsted , OH 44070	440-385-7778	*Moe Charara	313-475-4750

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715		35111 Center Ridge Road North Ridgeville , OH 44039		Michael Sertich	440-258-9385
358	5/1/13	2959 Navarre Ave Suite A Oregon , OH 43616	419-690-8055	Mohamed Shetiah	517-337-6480
872	11/29/22	2555 N Ridge Road Painesville , OH 44077	440-754-8119	Glenn Montz	440-382-4201
129	2/11/02	26567 N Dixie Hwy Suite 133 Perrysburg , OH 43551	419-872-2780	Mohamed Shetiah	517-337-6480
668	5/17/22	10584 Fremont Pike Unit 1 Perrysburg , OH 43551	567-331-2442	Gary Dible	419-348-8148
597	3/3/20	3994 E. Harbor Rd. Port Clinton , OH 43452	419-573-6007	Sue Strausbaugh	419-438-9200
811		10726 Sawmill Parkway Powell , OH 43065		Gordon Yocom	614-563-5000
801		922 E. Perkins Ave. Sandusky , OH 44870		Julia M. Johnson	440-315-8309
591	1/28/20	20609 Fairmount Blvd Shaker Heights , OH 44118	216-331-4118	Lining Ren	347-545-0785
736	2/15/22	720 Gardner Rd. Springboro , OH 45066	937-550-9045	Scott Bunch	513-253-6415
864	11/1/22	4921 Vine St St Bernard , OH 45217	513-918-2326	Todd Reibling	859-250-4997
475	3/22/16	488 Fortman Dr St. Marys , OH 45885	419-778-7604	Jonathan Sell	770-300-8395
130	1/8/02	4031 N McCord Rd Sylvania , OH 43560	419-885-2366	Mohamed Shetiah	517-337-6480
195	9/30/06	1515 S Byrne Rd Suite 100 Toledo , OH 43614	419-380-9730	Mohamed Shetiah	517-337-6480
223	5/9/07	4204 W Sylvania Ave Suite 101 Toledo , OH 43623	419-472-2339	Mohamed Shetiah	517-337-6480
395	5/31/18	7427 Central Ave Toledo , OH 43617	567-408-7671	Mohamed Shetiah	517-337-6480
888		10276 State Route 118 Van Wert , OH 45891		Jonathan Sell	770-300-8395
451	3/22/16	1075 Pray Blvd Waterville , OH 43566	419-441-0016	Heather Robertson	419-461-4015
645	6/7/16	480 E Airport Hwy Wauseon , OH 43567	419-404-9035	Brody Weber	567-454-9478
892		Wayne County , OH		Scott Simms	330-465-8099
794	4/19/22	9433 Cincinnati Columbus Road West Chester Township , OH 45069	513-777-0222	Eric Dozier	513-835-3611
1015		28940 Euclid Ave Wickliffe , OH 44092		Michael Dues	216-346-6163
South Carolina					
625	11/10/20	903 St. Andrews Boulevard Charleston , SC 29407	843-212-3116	Brenda Page	203-314-9696
680	9/15/14	514 St James Ave Goose Creek , SC 29445	843-641-7427	Thomas Seagrove	518-258-7110

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Store	Open Date	Address	Phone	Primary Contact	Contact Phone
812		1430 Two Notch Rd Lexington , SC 29073		Cari Schlager	702-335-0872
898		Lexington , SC		Teresa Addy	803-785-7848
322	9/27/11	8465 Dorchester Rd, North Charleston , SC 29420	843-552-0188	*Aaron Marley	843-534-6354
234	7/16/07	717 Old Trolley Rd Summerville , SC 29485	843-821-4711	*Aaron Marley	843-534-6354
Tennessee					
733	2/7/23	200 South Germantown Parkway Suite 101 Cordova , TN 38018	901-207-7951	Jabin Newhouse	901-208-7681
893		1923 Almaville Rd Smyrna , TN 37167		Karan Patel	615-878-7422
Virginia					
878		1925 Stone Spring Road Harrisonburg , VA 22801		Erica Short	540-461-2170
678	1/10/23	2422 Princess Anne Rd Virginia Beach , VA 23456	757-945-1785	Catherine Peters	843-367-4144
Wisconsin					
764	1/3/23	N162 Eisenhower Drive Suite 100 Appleton , WI 54915	920-364-9318	Tara Nyson	920-471-9594
750		5861 S Packard Ave Cudahy , WI 53110		Curtis Grace	414-587-5945
762		Eau Claire County , WI		Kaitlin Christ	715-828-3227
1082		Eau Claire County , WI		Bradley Marek	715--21-3623
650	4/20/21	7700 S. Lovers Lane Rd #100 Franklin , WI 53132	414-235-4034	Curtis Grace	414-587-5945
895	2/17/12	1710 N Central Ave Marshfield , WI 54449	715-502-5759	Nicholas Dagel	847-826-3499
894	11/29/22	465 Walton Drive Plymouth , WI 53073	920-838-6998	Kimberly Zimmer	920-645-1691
292	12/14/10	3140 Rib Mountain Dr Suite B Rib Mountain , WI 54401	715-393-4484	*Tom Belongia	715-350-1964
799		805 Grand Ave Schofield , WI 54476		Nicholas Dagel	847-826-3499
628	3/10/20	2523 S Business Drive Sheboygan , WI 53081	920-783-6102	Laura Anderson	920-287-6314
707	11/29/22	4035 WI-42 Sheboygan , WI 53083	920-782-0346	Laura Anderson	920-287-6314
1008		N20 W22951 Watertown Rd. Suite 101 Waukesha , WI 53186		Aaron Clarno	360-518-2003
282	9/7/09	320 E Bridge St Wausau , WI 54403	715-848-2442	*Tom Belongia	715-350-1964

Stores in shaded rows were not yet open as of April 30, 2021

Store	Open Date	Address	Phone	Primary Contact	Contact Phone
822		10520 W Bluemound Rd, Suite 100 Wauwatosa , WI 53226		Diane Prescott	414-737-0177

Stores in shaded rows were not yet open as of April 30, 2021

LIST OF FRANCHISEES THAT RECENTLY LEFT THE SYSTEM

EXHIBIT J

LIST OF FRANCHISEES THAT RECENTLY LEFT THE SYSTEM

The following are the name, city and state and business telephone number, or if unknown the last home telephone number of each Franchisee who has had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the calendar year 2022 or who have not communicated with us within 10 weeks of our application date (or the date of this Offering Circular, if this Offering Circular is not for use in a state requiring registration of franchises).

Store 787
Dondi Squires
352-651-2493
Citrus County, FL
Agreement terminated before opening.

Store 688
Douglas W. Imhoff
Tina L. Imhoff
859-240-4120
Flager Co. or Volusia Co., FL
Agreement terminated before opening.

Store 647
MIRoots, Inc.
Gerald B. Barr Jr.
Lynn M. Barr
313-610-4660- Gerald
Marion Co., Sumpter Co., or Lake County, FL
Agreement terminated before opening.

Store 849
Hau Tran
Yen-Nhi Do Nguyen
408-889-3636- Hau
Ada County, ID
Agreement terminated before opening.

Store 823
Desire' Hardy
Tyaneki Hardy
708-940-6200- Desire'
Cook County, IL
Agreement terminated before opening.

Store 634
Starkweather Family, LLC
Erich Starkweather
Heather Starkweather
419-583-0402– Heather
Angola, IN
Transferred a store; still own 1 store.

Store 530
JBG IL Holdings, LLC
James Goetz
217-721-7481
Plainfield, IN
Transferred a store.

Store 835
Morgan Budde
414-779-1202
Clark County, KY
Agreement terminated before opening.

Store 846
James Meine
Jordan Porlier
Rene Porlier
Lori Ballard
262-620-5875 – Jordan
Jefferson County, KY
Agreement terminated before opening.

Store 364
Golden Apples, Inc.
MaryAnne MacIntosh
John MacIntosh III
517-802-9890- MaryAnne
Alma, MI
Transferred a store; still own 5 stores.

Store 369
EDSIMA, Inc.
Edmond Metko
313-204-7766- Edmond
Berkley, MI
Transferred a store.

Store 158
Jitters, LLC
Richard Zuniga
248-245-3905
Canton, MI
Transferred a store.

Store 399
Jitters, LLC
Richard Zuniga
248-245-3905
Canton, MI
Transferred a store.

Store 356
BW Great Lakes, LLC
Gregory Barkel
616-532-4473
Grand Haven, MI
Transferred a store.

Store 320
G Park Ventures, Inc.
Thomas Klotz
616-745-1001
Hudsonville, MI
Transferred a store.

Store 206
J.P. Keegan's, Inc.
Joseph O'Connor
Jane O'Connor
517-819-5657- Jane
Lansing, MI
Transferred a store; still own 4 stores.

Store 756
James Walter Lucas III
971-272-7282
Macomb County, MI
Agreement terminated before opening.

Store 732
Kyan Flynn
Deanna Richard
858-444-6526- Kyan
Oakland County, MI
Agreement terminated before opening.

Store 730
Heather Sinclair
Patrick McFall
248-881-4310- Heather
Oakland County, MI
Agreement terminated before opening.

Store 301
BV3, LLC
Nicholas Spadafore
517-204-5772
Petoskey, MI
Transferred a store.

Store 503
Reardon Morgan Group, LLC
Rick Reardon
Heather Reardon
517-499-3055- Rick
Saline, MI
Transferred a store; still own 1 store.

Store 431
R & B Coffeehouse of Shelby Township, LLC
Robert Perry
Rhonda Perry
734-233-7680- Robert
Shelby Township, MI
Transferred a store; still own 6 stores.

Store 684
R & B Coffeehouse of Sterling Heights, LLC
Robert Perry
Rhonda Perry
734-233-7680- Robert
Sterling Heights, MI
Closed a store; still own 6 stores.

Store 743
James Lee Cesarz
313-529-4503
Wayne County, MI
Agreement terminated before opening.

Store 599
Mohamad K. Elmasri
Kalil Masri
Sonia Elmasri
989-313-2862- Mohamad
Wixom, MI
Agreement terminated before opening.

Store 686
John P. Arthur Corp.
John Arthur
Teresa Arthur
419-549-7043- John
Alamance County, NC
Agreement terminated before opening; still own 1 store.

Store 652
Roberts Roasting Company, LLC
Edward P. Roberts
Anne W. Roberts
207-701-1254- Edward
Mecklenburg County, NC
Agreement terminated before opening.

Store 586
Coffee for All, LLC
Brian M. Glass
561-400-0996
Metuchen, NJ
Agreement terminated.

Store 749
Java Growth Investments, LLC
Jerrod Hartman
Amie Hartman
419-203-1386- Jerrod
Allen County, OH
Agreement terminated before opening.

Store 723
Richard Bowers
440-382-8268
Franklin County, OH
Agreement terminated before opening.

Store 1016
Sathyamani Yalamuri
248-893-9928
Franklin County, OH
Agreement terminated before opening.

Store 677
Orange Turtle, LLC
Sara E. Mullins
Jason E. Mullins
859-750-7325- Jason
Harrison, OH
Transferred a store.

Store 717
Brian Alberty
440-915-6378
Medina County, OH
Agreement terminated before opening.

Store 754
DLF Enterprises, LLC
Dennis Felton
Kim Periat
419-343-4166- Dennis
Ottawa County, OH
Agreement terminated before opening.

Store 770
Zachary A. Poulin
248-425-5195
Knox County, TN
Agreement terminated before opening.

Store 737
Robert Arias
Michael D. Ronan III
616-334-0745- Robert
Dane County, WI
Agreement terminated before opening.

Store 762
Kaitlin Christ
715-828-3227
Eau Claire County, WI
Agreement terminated before opening.

Store 327
TLC Unlimited, LLC
Thomas Belongia
715-350-1964
Marshfield, WI
Transferred a store; still owns 2 stores.

FINANCIAL STATEMENTS

EXHIBIT K

SOME OF THE FOLLOWING FINANCIAL STATEMENTS MAY HAVE BEEN PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT A CERTIFIED PUBLIC ACCOUNTANT HAS NOT AUDITED THE FIGURES IN THOSE FINANCIAL STATEMENTS OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Global Orange Development, LLC and Affiliates

Consolidated Financial Report
with Additional Information
December 31, 2022, 2021, and 2020

Global Orange Development, LLC and Affiliates

Contents

Independent Auditor's Report	1-2
Consolidated Financial Statements	
Balance Sheet	3
Statement of Operations and Income	4
Statement of Members' Deficit	5
Statement of Cash Flows	6
Notes to Consolidated Financial Statements	7-17
Additional Information	18
Independent Auditor's Report on Additional Information	19
Consolidating Balance Sheet	20
Consolidating Statement of Operations and Income	21

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Independent Auditor's Report

To the Members
Global Orange Development, LLC and Affiliates

Opinion

We have audited the consolidated financial statements of Global Orange Development, LLC and Affiliates (the "Company"), which comprise the consolidated balance sheet as of December 31, 2022, 2021, and 2020 and the related consolidated statements of operations and income, members' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, 2021, and 2020 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As described in Note 3 to the consolidated financial statements, the Company adopted Accounting Standards Codification (ASC) 842, *Leases*, using the modified retrospective adoption method. Our opinion is not modified with respect to this matter.

Responsibilities of Management 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 and for 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.

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

Auditor's Responsibilities for the Audits of the Consolidated Financial Statements

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

PRAXITY™
Empowering Business Globally

To the Members
Global Orange Development, LLC and Affiliates

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Plante & Moran, PLLC

April 19, 2023

Global Orange Development, LLC and Affiliates

Consolidated Balance Sheet

December 31, 2022, 2021, and 2020

	2022	2021	2020
Assets			
Current Assets			
Cash and cash equivalents	$ 6,516,851	$ 5,982,457	$ 5,616,220
Investments	30,000	33,000	80,642
Accounts receivable:			
Trade	1,392,529	1,176,786	1,102,415
Related party (Note 9)	45,574	44,887	43,827
Inventory	593,619	397,274	332,566
Prepaid expenses and other current assets	595,996	486,012	309,966
Total current assets	9,174,569	8,120,416	7,485,636
Property and Equipment - Net (Note 5)	533,283	329,827	225,623
Leased Asset - Operating Lease - Net (Note 11)	400,734	-	-
Total assets	**$ 10,108,586**	**$ 8,450,243**	**$ 7,711,259**
Liabilities and Members' Deficit			
Current Liabilities			
Accounts payable	$ 2,016,554	$ 1,293,077	$ 795,260
Lines of credit (Note 6)	1,783,796	393,651	493,501
Current portion of debt (Note 7)	140,725	311,667	379,218
Current portion of lease liability - Operating (Note 11)	369,787	-	-
Deferred initial franchise fees	2,166,875	2,419,664	1,705,747
Gift card liability	4,368,456	3,860,198	3,015,189
Current portion of postemployment benefits	13,810	21,699	21,699
Accrued and other current liabilities:			
Accrued compensation	1,554,042	1,220,431	1,018,428
Accrued interest	-	-	5,156
Other accrued liabilities	180,769	341,968	395,388
Total current liabilities	12,594,814	9,862,355	7,829,586
Long-term Debt - Net of current portion (Note 7)	714,401	908,869	1,216,588
Lease Liability - Operating - Net of current portion (Note 11)	30,947	-	-
Other Long-term Liabilities			
Deferred initial franchise fees - Net of current portion	-	215,231	114,732
Deferred compensation (Note 13)	3,243,239	1,894,923	1,226,661
Accrued compensation	-	-	161,000
Total liabilities	16,583,401	12,881,378	10,548,567
Members' Deficit	(6,474,815)	(4,431,135)	(2,837,308)
Total liabilities and members' deficit	**$ 10,108,586**	**$ 8,450,243**	**$ 7,711,259**

See notes to consolidated financial statements.

Global Orange Development, LLC and Affiliates

Consolidated Statement of Operations and Income

Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Net Sales			
Initial franchise fees	$ 1,335,000	$ 531,335	$ 615,334
Advertising fund contributions	6,171,488	5,114,947	3,920,217
Technology and maintenance fees	676,548	549,765	488,404
Product sales and other revenue	3,534,797	2,638,636	1,621,541
Royalty and licensing fees	12,008,955	9,819,012	7,544,563
Total net revenue	23,726,788	18,653,695	14,190,059
Cost of Revenue	2,178,063	1,551,098	1,129,791
Gross Profit	21,548,725	17,102,597	13,060,268
Operating Expenses	20,387,537	14,863,106	10,910,136
Operating Income	1,161,188	2,239,491	2,150,132
Nonoperating Income (Expense)			
Investment income	-	250	99
Other income	378,126	323,926	244,209
Interest expense	(105,319)	(81,588)	(105,424)
PPP loan forgiveness (Note 4)	-	-	784,022
Total nonoperating income	272,807	242,588	922,906
Consolidated Net Income	**$ 1,433,995**	**$ 2,482,079**	**$ 3,073,038**
Amounts Attributable to Noncontrolling Interest and Controlling Interest			
Consolidated net income attributable to:			
Noncontrolling interest	$ 56,516	$ 1,009,385	$ 842,995
Controlling interest	1,377,479	1,472,694	2,230,043
Consolidated net income	**$ 1,433,995**	**$ 2,482,079**	**$ 3,073,038**

See notes to consolidated financial statements.

Global Orange Development, LLC and Affiliates

Consolidated Statement of Members' Deficit

Years Ended December 31, 2022, 2021, and 2020

	Controlling Interest	Noncontrolling Interest	Total
Balance - January 1, 2020	$ (2,510,706)	$ (880,735)	$ (3,391,441)
Consolidated net income	2,230,043	842,995	3,073,038
Contributions	42,279	2,500	44,779
Members' distributions	(1,763,128)	(800,556)	(2,563,684)
Balance - December 31, 2020	(2,001,512)	(835,796)	(2,837,308)
Consolidated net income	1,472,694	1,009,385	2,482,079
Contributions	-	257,014	257,014
Members' distributions	(3,244,196)	(1,088,724)	(4,332,920)
Balance - December 31, 2021	(3,773,014)	(658,121)	(4,431,135)
Consolidated net income	1,377,479	56,516	1,433,995
Deconsolidation of Milkster	-	171,449	171,449
Members' distributions	(2,760,400)	(888,724)	(3,649,124)
Balance - December 31, 2022	**$ (5,155,935)**	**$ (1,318,880)**	**$ (6,474,815)**

See notes to consolidated financial statements.

Global Orange Development, LLC and Affiliates

Consolidated Statement of Cash Flows

Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Cash Flows from Operating Activities			
Consolidated net income	$ 1,433,995	$ 2,482,079	$ 3,073,038
Adjustments to reconcile consolidated net income to net cash and cash equivalents from operating activities:			
Depreciation	139,783	105,393	52,655
Bad debt (recovery) expense	(4,219)	28,448	1,406
Amortization of leased asset - Operating lease	366,915	-	-
PPP loan forgiveness	-	-	(784,022)
Changes in operating assets and liabilities that (used) provided cash and cash equivalents:			
Accounts receivable	(213,166)	(103,879)	(12,298)
Inventory	(196,345)	(64,708)	2,190
Prepaid expenses and other assets	(241,463)	(176,046)	(207,142)
Accounts payable	736,175	497,817	233,139
Gift card liability	508,258	845,009	486,080
Accrued expenses	172,412	239,441	736,274
Postemployment benefits	1,340,427	668,262	690,649
Deferred initial franchise fees	(229,875)	814,416	607,666
Lease liability	(366,915)	-	-
Net cash and cash equivalents provided by operating activities	3,445,982	5,336,232	4,879,635
Cash Flows from Investing Activities			
Purchase of property and equipment	(343,239)	(209,597)	(121,646)
Purchases of investments	-	(3,000)	(20,000)
Proceeds from sales and maturities of investments	-	50,642	688,781
Net cash and cash equivalents (used in) provided by investing activities	(343,239)	(161,955)	547,135
Cash Flows from Financing Activities			
Proceeds from PPP loan	-	-	784,022
Proceeds from debt	-	-	57,400
Payments on debt	(309,370)	(375,270)	(282,411)
Proceeds from (payments on) lines of credit - Net	1,390,145	(99,850)	55,671
Member distributions	(3,649,124)	(4,332,920)	(2,563,684)
Member contributions	-	-	44,779
Net cash and cash equivalents used in financing activities	(2,568,349)	(4,808,040)	(1,904,223)
Net Increase in Cash and Cash Equivalents	534,394	366,237	3,522,547
Cash and Cash Equivalents - Beginning of year	5,982,457	5,616,220	2,093,673
Cash and Cash Equivalents - End of year	**$ 6,516,851**	**$ 5,982,457**	**$ 5,616,220**
Supplemental Cash Flow Information - Cash paid for interest	$ 105,319	$ 86,744	$ 105,000
Significant Noncash Transactions - Noncash contributions	$ -	$ 257,014	$ -

See notes to consolidated financial statements.

Note 1 - Nature of Business

Global Orange Development, LLC (Development) is a limited liability company established in 1998 to obtain the franchisor rights for BIGGBY COFFEE™. These rights extend to the use of the BIGGBY COFFEE™ name, as well as its products and services. Development provides services to franchisees and licensed BIGGBY COFFEE™ shops in Michigan, as well as the midwestern and southeastern United States.

Global Orange, LLC and Subsidiary (Orange) is a limited liability company that owns the trademarks and licenses for BIGGBY COFFEE™. It is owned by the members of Global Orange Development, LLC.

Biggby Coffee Gift Card Fund, Inc. (eCard Fund) is a nonstock corporation established in 2015 to account for all of the activity generated by the sale and use of gift cards. It is owned by the members of Global Orange Development, LLC.

Biggby Coffee Advertising Fund, Inc. (Ad Fund) is a nonstock corporation established in 2015 to account for all of the activity related to advertising generated by the home office for the use of all Biggby franchises. It is owned by the members of Global Orange Development, LLC.

Milkster, Inc. (Milkster) is a C corporation established in 2017 to offer and sell Milkster franchises, as well as sell products and services to the franchisees. Milkster was owned 51 percent by Orange and 49 percent by other stockholders during 2021 and 2020. Effective January 1, 2022, Milkster is owned 32 percent by Orange and 68 percent by other stockholders.

Global Orange International Development, LLC (International) is a limited liability company wholly owned by Orange and created to develop franchisees outside of the United States. The balances of International have been consolidated into Orange.

Note 2 - Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Global Orange Development, LLC and its variable interest entities (VIEs), Orange, Ad Fund, and eCard Fund, for which Development is the primary beneficiary (collectively, the "Company"). Orange includes the accounts of Global Orange, LLC and its wholly owned subsidiary, International. All significant intercompany transactions and balances have been eliminated upon consolidation.

The effects of eliminations of revenue and expenses due to intercompany transactions between majority-owned subsidiaries and consolidated VIEs are not attributed to noncontrolling interests in the VIEs.

During 2022, Milkster was deconsolidated due to a change in control event. Orange retained a noncontrolling interest in Milkster, which is now treated as an equity method investment. The impact of the change in control event on the consolidated financial statements was *de minimis*. The equity method investment had a balance of zero as of December 31, 2022.

Cash Equivalents

The Company considers all investments with an original maturity of three months or less when purchased to be cash equivalents. At December 31, 2022 and 2021, the Company had bank deposits in excess of the amount insured by the Federal Deposit Insurance Corporation.

Investments

Investments in fixed-income securities are reported at fair value with unrealized gains and losses included in earnings, except to the extent that the investments are held in an agency capacity on behalf of the franchisees to fund the liability for unredeemed gift cards, in which case the gains or losses are attributed to the fund liability.

Note 2 - Significant Accounting Policies (Continued)

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollected amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. No allowances for doubtful accounts receivable were deemed necessary based on management's estimates at December 31, 2022, 2021, or 2020.

Inventory

Inventory consists primarily of supplies and technology equipment for resale to franchisees. Inventory is stated at the lower of cost or net realizable value, with cost determined on the first-in, first-out (FIFO) method.

Property and Equipment

Property and equipment are recorded at cost. Both straight-line and accelerated methods are used for computing depreciation and amortization. Assets are depreciated over their estimated useful lives, except in the case of leasehold improvements, which are depreciated over the useful life or the remaining term of the lease, whichever is shorter. Costs of maintenance and repairs are charged to expense when incurred.

Capitalized Software Costs

The Company capitalizes significant costs incurred in the development of their POS software for internal use, including the costs of consultants, payroll, and payroll-related costs for employees incurred in developing the POS software. Costs incurred prior to the final selection of software and costs not qualifying for capitalization are charged to expense. Capitalized software amortization expense was approximately $142,000, $96,000, and $29,000 in 2022, 2021, and 2020, respectively. The net book value of capitalized software costs included in property and equipment on the consolidated balance sheet at December 31, 2022, 2021, and 2020 was approximately $514,000, $389,000, and $174,000, respectively.

Gift Card Liability

The Company acts as a clearinghouse for its franchisees' gift card (eCard) transactions. On a quarterly basis, franchisees are billed or paid for the amount of eCard sales over or under eCard redemptions at the respective franchisees' store for the period. The gift card liability represents the amounts owed to franchisees for unredeemed gift cards.

Leases

The Company has an operating lease for their corporate headquarters facility, as disclosed in Note 11.

The Company recognizes expense for operating leases on a straight-line basis over the lease term.

The Company elected to use the risk-free rate as the discount rate for calculating the right-of-use asset and lease liability in place of the incremental borrowing rate for all leases. As such, the Company considers the U.S. Daily Treasury Par Yield Curve issued by the U.S. Department of the Treasury to be a risk-free rate.

Postemployment Benefits

Postemployment benefits are recognized as a liability and expense when the employee accepts the offer and the amount can be reasonably estimated. The liability is calculated based upon the estimated present value of future benefits to be paid.

Note 2 - Significant Accounting Policies (Continued)

Revenue Recognition

The Company's revenue from operations mainly consists of franchise fees, royalties, advertising fees, and the sale of inventory to franchisees. The Company sells individual franchisees the right to operate a Biggby coffee shop within a defined territory using the franchise name. The initial term of franchise agreements is typically 10 years for Biggby coffee shops, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid.

The Company has obligations to provide franchisees with the franchise rights to operate a Biggby coffee shop, training, and site selection. The Company has concluded that these preopening activities represent performance obligations to which the franchise fee is allocated. Therefore, initial franchise fees for each agreement are allocated to each performance obligation and recognized as these preopening activities are performed, which typically aligns with the date a franchisee opens. Transfer fees and renewal fees are recognized in the period the transfer or renewal agreement is executed. Income for royalties, advertising fees, and technology and maintenance fees is recognized over the term of the respective franchise agreement as the underlying sales occur. Income for the sale of inventory to franchisees is recognized at the time the product is shipped to the franchisee. Revenue on the consolidated statement of operations and income has been disaggregated accordingly. Accounts receivable totaled $1,438,000 and $1,222,000 at December 31, 2022 and 2021, respectively. There were no contract assets or contract liabilities as of December 31, 2022 or 2021. Total trade and related party accounts receivable at January 1, 2020 was $1,135,350. There were no contract assets or contract liabilities as of January 1, 2020.

Payment Terms

Initial franchise and transfer fees are due and typically paid when a franchise agreement is entered into and are nonrefundable. Royalties and advertising fees are paid on a periodic basis, no longer than monthly, based upon a percentage of franchisee net sales. Additional monthly fees are also charged for technology and maintenance support provided to the franchisees. Payment for inventory purchases is due upon receipt of the related goods.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a franchised location. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and advertising fees, as the transaction price is based on the franchisees' sales. The license of the franchise right is the predominant item to which the royalty relates; therefore, the variable consideration is recognized based on the actual amounts incurred each month.

Advertising Expense

In accordance with the standard franchise agreement, the Company receives certain advertising fees from its franchises. The goal of the advertising fund is to maximize general public recognition and patronage of the BIGGBY COFFEE™ trademarks and systems. Fees assessed in excess of costs incurred are recorded as unexpended advertising fees, and costs incurred in excess of fees assessed are recorded as accounts receivable. The Company charges a management fee for administration of the advertising fund, which is eliminated in consolidation.

Note 2 - Significant Accounting Policies (Continued)

The Company incurred advertising, marketing, and promotion expense of approximately $5,351,000, $3,635,000, and $3,130,000 in 2022, 2021, and 2020, respectively. These items are expensed as incurred.

Income Taxes

Development and International have elected to be treated as partnerships, and Orange has elected to be treated as an S corporation for federal income tax purposes. Federal income taxes are not payable by, or provided for, the Company. Members are taxed individually on their shares of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the requirements of the operating agreements.

Ad Fund and eCard Fund have elected to be treated as nonstock corporations and are exempt from federal income taxes.

Guaranteed Payments to Members

Guaranteed payments to members that are intended as compensation for services rendered are accounted for as compensation expense, a component of operating expenses.

Cost of Product Sales

The Company includes purchased materials, freight costs, and various other direct and indirect costs in cost of sales for its product sales.

Shipping and Handling Costs

Shipping and handling costs on product sales are recorded as costs of sales as they are incurred.

Member Distributions

During 2022, 2021, and 2020, the Company made distributions of approximately $3,649,000, $4,333,000, and $2,564,000, respectively, resulting in a members' deficit at December 31, 2022, 2021, and 2020. For the purpose of the distribution, the Company valued the assets and liabilities of the Company at fair valuation, as permitted under the Michigan Limited Liability Company Act. The amount of members' equity based on that valuation exceeded the recorded amount under generally accepted accounting principles.

Use of Estimates

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

Government Grants

The Company has elected to account for loan funds received under the Paycheck Protection Program (PPP) as in-substance government grants. Accounting principles generally accepted in the United States of America (U.S. GAAP) do not include guidance on the accounting for government grants by for-profit entities. As a result, the Company has elected to analogize the guidance in International Accounting Standards (IAS) Statement 20, *Accounting for Government Grants and Disclosure of Government Assistance* (IAS 20). While IAS 20 does not represent authoritative guidance for entities preparing U.S. GAAP financial statements, use of this guidance by analogy is permitted.

Note 2 - Significant Accounting Policies (Continued)

Under IAS 20, government grants, including forgivable government loans, are recognized as income when it is probable that an entity will comply with the conditions of the grant and that the grant will be received. The Company recognizes proceeds under grant programs on a systematic basis over the period in which the Company recognizes as expenses the related costs for which the grant is intended to compensate. The Company has further elected to record the grant income separately from the related expenses in nonoperating income.

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including April 19, 2023, which is the date the consolidated financial statements were available to be issued.

Upcoming Accounting Pronouncement

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*. The ASU includes changes to the accounting and measurement of financial assets, including the Company's accounts receivable, by requiring the Company to recognize an allowance for all expected losses over the life of the financial asset at origination. This is different from the current practice where an allowance is not recognized until the losses are considered probable. The new guidance will be effective for the Company's year ending December 31, 2023. Upon adoption, the ASU will be applied using a modified retrospective transition method to the beginning of the earliest period presented. The Company is currently evaluating the impact this standard will have on the consolidated financial statements.

Note 3 - Adoption of New Accounting Pronouncement

As of January 1, 2022, the Company adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-02, *Leases*. The ASU requires lessees to recognize a right-of-use asset and related lease liability for all leases, with a limited exception for short-term leases. Leases will be classified as either finance or operating, with the classification affecting the pattern of expense recognition in the statement of operations. The Company elected to adopt the ASU using the modified retrospective method as of January 1, 2022 and applied the following practical expedients:

- The Company did not reassess if expired or existing contracts are or contain a lease.
- The Company did not reassess the lease classification for expired or existing leases.
- The Company did not reassess initial direct costs for any existing leases.

As a result of the adoption of the ASU, the Company recorded a right-of-use asset and lease liability equal to $767,649 as of January 1, 2022 for existing operating leases. There was no impact on retained earnings as a result of adopting the new ASU.

Note 4 - Paycheck Protection Program Loan

During the year ended December 31, 2020, the Company received a Paycheck Protection Program loan in the amount of $784,022. The PPP loan program was created under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and is administered by the Small Business Administration (SBA). Under the terms of this program, the loan may be fully or partially forgiven if the loan proceeds are spent on qualifying expenses and if staffing level and salary maintenance requirements are met. The Company may use the funds on qualifying expenses over a covered period of up to 24 weeks. At the conclusion of the covered period, any balance that is not forgiven by the SBA will be repaid over a period of two years, with interest accruing at 1 percent and monthly payments of principal and interest beginning 10 months after the conclusion of the covered period.

Any request for forgiveness is subject to review and approval by the lender and the SBA, including review of qualifying expenditures and staffing and salary levels.

The Company applied for and received notification from the SBA of forgiveness of the entire loan on January 13, 2021. Accordingly, the Company has recognized $784,022 received under the PPP loan program as nonoperating income in the accompanying consolidated statement of operations and income.

Note 5 - Property and Equipment

Property and equipment are summarized as follows:

	2022	2021	2020	Depreciable Life - Years
Furniture and fixtures	$ 103,131	$ 103,131	$ 103,131	5-10
Machinery and equipment	64,988	64,988	64,988	5-10
Leasehold improvements	162,759	162,759	162,759	10
Computer equipment and software	890,219	546,980	337,382	3-5
Transportation equipment	30,017	30,017	48,123	5
Total cost	1,251,114	907,875	716,383	
Accumulated depreciation	717,831	578,048	490,760	
Net property and equipment	$ 533,283	$ 329,827	$ 225,623	

Depreciation expense was $139,783 in 2022, $105,393 in 2021, and $52,655 in 2020.

Note 6 - Lines of Credit

The Company maintains the following lines of credit at December 31:

	2022	2021	2020
Line of credit with a bank allowing borrowings up to $500,000 at December 31, 2022, 2021, and 2020 with interest at prime but no less than 5.00 percent for December 31, 2022, 2021, and 2020 (an effective rate of 7.75 percent at December 31, 2022 and 5.00 percent at December 31, 2021 and 2020) through September, 2024, secured by the general assets of Development and member guarantees	$ 433,616	$ 160,173	$ 154,974

Note 6 - Lines of Credit (Continued)

	2022	2021	2020
A line of credit with borrowings allowed up to the balance of certain accounts held with the bank (which totaled approximately $1,055,000 at December 31, 2022, 2021, and 2020), bearing interest at the London Interbank Offered Rate (LIBOR) plus 2.50 percent (an effective rate of 6.82 percent for 2022, 2.58 percent for 2021, and 2.68 percent for 2020), due on demand, and secured by the general assets of Development and member guarantees	$ 170,284	$ 163,680	$ 158,787
Line of credit with a bank allowing borrowings up to $2,000,000 at December 31, 2022, with interest at prime but no less than 4.00 percent for December 31, 2022 (an effective rate of 7.75 percent at December 2022) through February 2023, secured by the general assets of Development and member guarantees. Subsequent to December 31, 2022, the line of credit was extended to April, 2024, and available borrowings were increased to $4,000,000	1,179,896	-	-
Line of credit with a bank allowing borrowings up to $250,000 at December 31, 2022, 2021, and 2020, with interest at prime but no less than 5.00 percent for December 31, 2022, 2021, and 2020 (an effective rate of 5.00 percent at December 31, 2022, 2021, and 2020) through September, 2024, secured by the general assets of Orange and member guarantees	-	69,798	179,740
Total	$ 1,783,796	$ 393,651	$ 493,501

Note 7 - Long-term Debt

Long-term debt at December 31 is as follows:

	2022	2021	2020
Development - Unsecured note payable to a former member, including a subordinate security interest agreement in the assets of the Company, dated July 2012, with interest at 6.00 percent. This note was paid in full during 2022	$ -	$ 87,439	$ 230,413
Orange - Unsecured note payable to a former member, including a subordinate security interest agreement in the assets of the Company, dated July 2012, with interest at 6.00 percent. This note was paid in full during 2022	-	85,882	182,856
Development - Note payable to a bank, due in monthly payments of $8,822, with interest at 4.75 percent through May 2028, secured by substantially all assets of the Company. A final estimated payment of $21,351 will be due upon maturity	513,091	592,210	669,750

Note 7 - Long-term Debt (Continued)

	2022	2021	2020
Orange - Note payable to a bank, due in monthly payments of $5,881, with interest at 4.75 percent through May 2028, secured by substantially all assets of the Company. A final estimated payment of $14,129 will be due upon maturity	$ 342,035	$ 394,738	$ 446,433
Development - Note payable to a vendor, due in monthly payments of $451, with interest at 0.90 percent. This note was paid in full during 2022	-	3,148	8,954
Orange - Economic Injury Disaster Loan payable to the Small Business Administration in monthly installments of $281, including interest at 3.75 percent, beginning in June 2021. The loan matures in June 2050. The loan is held by a former subsidiary of Orange that was deconsolidated during 2022	-	57,119	57,400
Total	855,126	1,220,536	1,595,806
Less current portion	140,725	311,667	379,218
Long-term portion	$ 714,401	$ 908,869	$ 1,216,588

The balance of the above debt matures as follows:

2023	$ 140,725
2024	147,564
2025	147,564
2026	147,564
2027	147,564
Thereafter	124,145
Total	$ 855,126

Note 8 - Fair Value Measurements

Accounting standards require certain assets and liabilities be reported at fair value in the consolidated financial statements and provide a framework for establishing that fair value. The framework for determining fair value is based on a hierarchy that prioritizes the inputs and valuation techniques used to measure fair value.

Fair values determined by Level 1 inputs use quoted prices in active markets for identical assets that the Company has the ability to access.

Fair values determined by Level 2 inputs use other inputs that are observable, either directly or indirectly. These Level 2 inputs include quoted prices for similar assets in active markets and other inputs, such as interest rates and yield curves, that are observable at commonly quoted intervals. All of the Company's investments are in money market funds and are valued using Level 2 inputs.

Level 3 inputs are unobservable inputs, including inputs that are available in situations where there is little, if any, market activity for the related asset. These Level 3 fair value measurements are based primarily on management’s own estimates using pricing models, discounted cash flow methodologies, or similar techniques taking into account the characteristics of the asset.

Note 8 - Fair Value Measurements (Continued)

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Company's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset.

Note 9 - Related Party Transactions

Following is a description of transactions between the Company and related parties:

Royalties

Certain company members own noncontrolling interests in one entity that operated eight BIGGBY COFFEE™ shops at December 31, 2022, 2021, and 2020. The Company recognized royalty fees of approximately $150,000, $148,000, and $95,000 from this entity's locations during the years ended December 31, 2022, 2021, and 2020, respectively. The Company had accounts receivable from this entity of approximately $46,000, $45,000, and $44,000 at December 31, 2022, 2021, and 2020, respectively.

Note 10 - Retirement Plan

The Company operates a 401k retirement plan covering all qualified employees who elect to participate in the plan. Under the plan, an employee can elect to contribute to the plan subject to Internal Revenue Service limits. The Company provides for the Company to make a matching contribution. Contributions to this plan were $221,751 in 2022, $82,346 in 2021, and $46,946 in 2020.

Note 11 - Leases

The Company is obligated under an operating lease for its corporate headquarters facility through January 2029. However, the agreement includes a termination clause that the Company is reasonably certain it will exercise. For this reason, the noncancelable period of the lease extends through January 2024. Under the terms of the lease agreement, payments of $30,966 are due monthly over the term of the lease.

The right-of-use asset and related lease liability have been calculated using a discount rate of 0.78 percent. The lease requires the Company to pay taxes, insurance, utilities, and maintenance costs. Total rent expense under this lease was approximately $372,000 for 2022, 2021, and 2020.

Future minimum annual commitments under this operating lease are as follows:

Years Ending December 31	Amount
2023	$ 371,593
2024	30,966
Total	402,559
Less amount representing interest	1,825
Present value of net minimum lease payments	400,734
Less current obligations	369,787
Long-term obligations under leases	$ 30,947

Note 12 - Information about Variable Interest Entities

Orange is considered to be a variable interest entity because its sole property is licensed to an entity under common control, and the licensing agreement is a significant source of resources to service Orange's obligations.

Ad Fund and eCard Fund are also considered to be variable interest entities, as all of the activity of the two funds is generated from activities of Development's operations.

Development determined that it is the primary beneficiary of Orange, Ad Fund, and eCard Fund because the licensing agreement, service arrangements, and implicit debt guarantee provided it with (1) the power to direct the activities of the VIEs that most significantly impact their economic performance and (2) the obligation to absorb losses that could potentially be significant to the VIEs. As a result, the VIEs have been included in the consolidated financial statements as consolidated variable interest entities.

Orange generated $1,748,721, $1,411,654, and $1,169,821 of licensing and management fee income in 2022, 2021, and 2020, respectively, from Development, which is eliminated in consolidation.

Included in the consolidated balance sheet as of December 31, 2022, 2021, and 2020 are the following amounts related to Orange:

	2022	2021	2020
Current assets	$ 557,265	$ 410,306	$ 488,770
Current liabilities	$ 811,011	$ 897,981	$ 886,653
Long-term liabilities	1,583,041	1,367,728	1,297,462
Total liabilities	$ 2,394,052	$ 2,265,709	$ 2,184,115
Accumulated deficit - Noncontrolling interest	$ (1,836,787)	$ (1,855,403)	$ (1,695,345)

Included in the consolidated balance sheet as of December 31, 2022, 2021, and 2020 are the following amounts related to Ad Fund:

	2022	2021	2020
Current assets	$ 2,108,025	$ 2,284,556	$ 1,609,814
Current liabilities	$ 1,590,118	$ 1,087,274	$ 750,265
Equity - Noncontrolling interest	$ 517,907	$ 1,197,282	$ 859,549

Included in the consolidated balance sheet as of December 31, 2022, 2021, and 2020 are the following amounts related to eCard Fund:

	2022	2021	2020
Current assets	$ 4,541,250	$ 4,044,966	$ 3,183,086
Current liabilities	$ 4,541,250	$ 4,044,966	$ 3,183,086

The creditors and beneficial interest holders of the VIEs have no recourse against the assets or general credit of Development.

Note 13 - Phantom Interest Awards

During 2018, 2019, and 2022, the Company issued phantom interest awards to various employees (the "Grantees") of the Company. The granted phantom interests are notional only and do not represent any actual equity interest or ownership interest in the Company or any other equity security in or with respect to the Company, and the Grantees have no rights (voting or otherwise) as a member, owner, shareholder, or equity owner of the Company by virtue of any grant of phantom interests. All Grantees are immediately 100 percent vested in their awarded phantom interests.

As long as a Grantee is employed by the Company at December 31 of a given fiscal year, the awards provide that the Grantees receive an annual bonus equal to the dollar amount of actual cash distributions made to a member of the Company with respect to the Company's fiscal year as if such member owned a membership interest in the Company at the same percentage as the Grantee's phantom interest granted as of the last day of that fiscal year.

In the event of a payment event, which is defined as a Grantee's death, termination of employment with the Company for any reason, or a company change in control, the Grantee shall be entitled to payment in satisfaction of the phantom interests in the Company then held by the Grantee in a total amount equal to the value of the granted phantom interests determined as of the date of such payment event.

The Company records a liability for the phantom interests by determining the enterprise value of the Company, as defined by each Grantees' phantom interest award. The liability is measured upon the awarding of the phantom interest, as well as at the end of each reporting period, until settled. All settlements of phantom interests are to be paid in cash.

The carrying amount of the liability relating to outstanding phantom interests at December 31, 2022, 2021, and 2020 was approximately $3,200,000, $1,800,000, and $1,100,000, respectively. The amount of compensation expense that has been charged against income during the years ended December 31, 2022, 2021, and 2020 was approximately $1,400,000, $700,000, and $800,000, respectively. This liability is presented on the consolidated balance sheet as deferred compensation.

An employee who owned phantom interest awards was terminated during 2020. The phantom interest award owned by this employee was settled for approximately $170,000, which will be paid over 10 years. The total liability outstanding at December 31, 2022, 2021 and 2020 was included in the deferred compensation liability on the consolidated balance sheet as of December 31, 2022, 2021, and 2020.

No phantom interest awards were settled during the year ended December 31, 2022.

Additional Information

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Independent Auditor's Report on Additional Information

To the Members
Global Orange Development, LLC and Affiliates

We have audited the consolidated financial statements of Global Orange Development, LLC and Affiliates as of and for the years ended December 31, 2022, 2021, and 2020 and have issued our report thereon dated April 19, 2023, which contained an unmodified opinion on those consolidated financial statements. Our audits were performed for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for the purpose of additional analysis rather than to present the financial position, results of operations, and cash flows of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Plante & Moran, PLLC

April 19, 2023

Global Orange Development, LLC and Affiliates

Consolidating Balance Sheet

December 31, 2022

	Global Orange Development, LLC	Global Orange, LLC and Subsidiary	Ad Fund	eCard Fund	Eliminating Entries	Total
Assets						
Current Assets						
Cash and cash equivalents	$ 578,494	$ 332,761	$ 1,748,341	$ 3,857,255	$ -	$ 6,516,851
Investments	-	30,000	-	-	-	30,000
Accounts receivable:						
Trade	639,220	30,817	294,580	427,912	-	1,392,529
Related party	615,233	160,124	29,578	69,004	(828,365)	45,574
Inventory	593,619	-	-	-	-	593,619
Intercompany receivable	123,793	3,563	-	187,079	(314,435)	-
Prepaid expenses and other current assets	745,220	-	35,526	-	(184,750)	595,996
Total current assets	3,295,579	557,265	2,108,025	4,541,250	(1,327,550)	9,174,569
Property and Equipment - Net	533,283	-	-	-	-	533,283
Leased Asset - Operating Lease - Net	400,734	-	-	-	-	400,734
Total assets	**$ 4,229,596**	**$ 557,265**	**$ 2,108,025**	**$ 4,541,250**	**$ (1,327,550)**	**$ 10,108,586**
Liabilities and Members' Equity (Deficit)						
Current Liabilities						
Accounts payable	$ 1,138,717	$ 119,686	$ 1,584,006	$ 2,510	$ (828,365)	$ 2,016,554
Lines of credit	1,613,512	-	-	170,284	-	1,783,796
Current portion of debt	84,436	56,289	-	-	-	140,725
Current portion of lease liability - Operating	369,787	-	-	-	-	369,787
Intercompany payable	190,642	123,793	-	-	(314,435)	-
Deferred initial franchise fees	1,847,500	504,125	-	-	(184,750)	2,166,875
Gift card liability	-	-	-	4,368,456	-	4,368,456
Current portion of postemployment benefits	9,064	4,746	-	-	-	13,810
Accrued and other current liabilities:						
Accrued compensation	1,551,670	2,372	-	-	-	1,554,042
Other accrued liabilities	174,657	-	6,112	-	-	180,769
Total current liabilities	6,979,985	811,011	1,590,118	4,541,250	(1,327,550)	12,594,814
Long-term Debt - Net of current portion	428,655	285,746	-	-	-	714,401
Lease Liability - Operating - Net of current portion	30,947	-	-	-	-	30,947
Other Long-term Liabilities - Deferred compensation	1,945,944	1,297,295	-	-	-	3,243,239
Total liabilities	9,385,531	2,394,052	1,590,118	4,541,250	(1,327,550)	16,583,401
Members' Equity (Deficit)	(5,155,935)	(1,836,787)	517,907	-	-	(6,474,815)
Total liabilities and members' equity (deficit)	**$ 4,229,596**	**$ 557,265**	**$ 2,108,025**	**$ 4,541,250**	**$ (1,327,550)**	**$ 10,108,586**

Global Orange Development, LLC and Affiliates

Consolidating Statement of Operations and Income

Year Ended December 31, 2022

	Global Orange Development, LLC	Global Orange, LLC and Subsidiary	Ad Fund	eCard Fund	Eliminating Entries	Total
Net Sales						
Initial franchise fees	$ 1,335,000	$ -	$ -	$ -	$ -	$ 1,335,000
Advertising fund contributions	-	-	6,171,488	-	-	6,171,488
Technology and maintenance fees	676,548	-	-	-	-	676,548
Product sales and other revenue	3,523,197	-	11,600	-	-	3,534,797
Royalty and licensing fees	11,660,166	1,666,881	-	-	(1,318,092)	12,008,955
Management and service fees	1,733,040	430,629	-	-	(2,163,669)	-
Total net revenue	18,927,951	2,097,510	6,183,088	-	(3,481,761)	23,726,788
Cost of Revenue	2,178,063	-	-	-	-	2,178,063
Gross Profit	16,749,888	2,097,510	6,183,088	-	(3,481,761)	21,548,725
Operating Expenses	15,666,786	1,340,049	6,862,463	-	(3,481,761)	20,387,537
Operating Income (Loss)	1,083,102	757,461	(679,375)	-	-	1,161,188
Nonoperating Income (Expense)						
Other income	378,126	-	-	-	-	378,126
Interest expense	(83,749)	(21,570)	-	-	-	(105,319)
Total nonoperating income (expense)	294,377	(21,570)	-	-	-	272,807
Consolidated Net Income (Loss)	**$ 1,377,479**	**$ 735,891**	**$ (679,375)**	**$ -**	**$ -**	**$ 1,433,995**

STATE SPECIFIC DISCLOSURES AND ADDENDA

EXHIBIT L

ADDITIONAL STATE-SPECIFIC DISCLOSURES FOR THE MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF GLOBAL ORANGE DEVELOPMENT, LLC

The following are additional disclosures for the Franchise Disclosure Document of Global Orange Development, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. IN ADDITION TO THE INFORMATION SET FORTH IN ITEM 3 OF THE DISCLOSURE DOCUMENT, NEITHER THE FRANCHISOR NOR ANY PERSON LISTED IN ITEM 2 OF THE DISCLOSURE DOCUMENT IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE ACT OF 1934, 15 USCA 78(a), ET SEQ., SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN SUCH ASSOCIATION OR EXCHANGE.

3. THE FOLLOWING PARAGRAPHS ARE AN ADDITION TO THE DISCLOSURE CONTAINED IN ITEM 17 OF THE DISCLOSURE DOCUMENT.

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

(b) The Franchise Agreement contains a covenant not to compete that extends beyond termination of the franchise. That provision may not be enforceable under California law.

(c) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 USCA Sec. 101, et seq.).

(d) The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

(e) You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

(f) Section 31125 of the California Corporations Code requires the Franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

The URL address for the Global Orange Development, LLC Website is www.biggby.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dfpi.ca.gov.

HAWAII

1. The following is in addition to the disclosure in Item 8 of the Franchise Disclosure Document:

The requirement for you to purchase products from us or some other entity as we designate in writing, may be unlawful under Hawaii Law. If, and to the extent, that requirement is found to be unlawful, that requirement will be void (to the extent unlawful) and you must purchase those products from approved suppliers.

2. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

Any release signed by you as a condition of renewal or transfer will not exclude claims you may have under the Hawaii Investment Law

ILLINOIS

1. The following is in addition to the disclosure in the Franchise Disclosure Document:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

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

Sections 19 and 20 of the Illinois Franchise Disclosure Act provide you with rights upon termination and non-renewal of your Franchise Agreement.

Franchisee's payment of initial franchise fees will be deferred until franchisor has met all of its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to franchisor's financial condition.

The franchisor may terminate your Franchise Agreement and require you to pay $27,000 in liquidated damages if you are unable to secure a location for your franchise business within

12 months of signing the Franchise Agreement, or you do not open for business as specified in your Franchise Agreement. A 6-month extension of time to open will cost an additional $5,000.

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

INDIANA

1. **REGISTRATION OF THIS FRANCHISE IN THE STATE OF INDIANA DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER.**

2. The following is in addition to the disclosure in Item 8 of the Franchise Disclosure Document:

The requirement for you to purchase products from us or some other entity as we designate in writing, may be unlawful under Indiana Law. Under the Franchise Agreement amended for use in Indiana, if, and to the extent, that requirement is found to be unlawful, that requirement will be void (to the extent unlawful) and you must purchase those products from approved suppliers.

MARYLAND

1. The following is in addition to the disclosure in the "Special Ricks to Consider About *This* Franchise" section of the Franchise Disclosure Document:

2. **Mandatory Minimum Payments**. You must make advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

2. The following is in addition to the disclosure in Item 5 of the Franchise Disclosure Document:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

ANY RELEASE CONTAINED IN THE FRANCHISE AGREEMENT OR ANY OTHER AGREEMENT REQUIRED AS A CONDITION OF THE SALE, RENEWAL OR TRANSFER OF THE FRANCHISE WILL NOT APPLY TO ANY LIABILITY UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

THE FRANCHISE AGREEMENT SPECIFIES THE APPLICATION OF MICHIGAN LAWS AND MICHIGAN VENUE FOR ARBITRATION AND LITIGATION, HOWEVER, YOU MAY BRING AN ACTION UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW IN ARBITRATION OR, AS APPLICABLE, ANY COURT OF COMPETENT JURISDICTION IN MARYLAND.

ANY CLAIM ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW MUST BE BROUGHT WITHIN THREE YEARS AFTER THE GRANT OF THE FRANCHISE.

MINNESOTA

1. The following is in addition to the disclosures in Item 6 of the Franchise Disclosure Document:

The franchisor will not charge a service charge for an NSF check that is in excess of the service charge allowed under Minnesota Statute 604.113, which generally puts a cap of $30 on service charges for NSF checks.

2. The following is in addition to the disclosures in Items 13 and 17 of the Franchise Disclosure Document:

(a) MINN. STAT. SECTION 80C.21 and MINNESOTA RULES 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce: (1) any of the franchisee's rights as provided for in MINN. STAT. CHAPTER 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) With respect to franchises governed by Minnesota law, the franchisor will comply with MINN. STAT. SECTION 80C.14 SUBD. 3-5, which require (except in certain specified cases):

(i) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and

(ii) that consent to the transfer of the franchise will not be unreasonably withheld.

(c) MINNESOTA RULES 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release, other than with respect to the voluntary settlement of disputes between us.

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

(e) The Limitations of Claims section of the Franchise Agreement must comply with MINN. STAT. SECTION 80C.17 SUBD. 5.

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

NEW YORK

The franchisor has represented the following:

(1) that no portion of the initial franchise fee has been allocated to the trademark and intellectual property;

(2) that the initial franchise fee consists only of payments for initial training and site selection assistance, which is distinct from and not brand or trademark related to the franchisor; and

(3) that only the royalty fee is related to the trademark and intellectual property.

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY ST. 21ST FL., NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is in addition to the disclosure in the "Special Ricks to Consider About *This* Franchise" section of the Franchise Disclosure Document:

> The Franchisee will be required to make an estimated initial investment ranging from $201,450 to $417,390. These amounts exceed the Franchisor's stockholders' equity as of December 31, 2020, which is ($2,837,308).

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

4. The following is added at the end of Item 4:

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

5. The following is added at the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

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

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

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

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

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

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

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

NORTH DAKOTA

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):

(a) Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.

(b) Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

(c) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

(d) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

(e) Applicable Laws: Franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota.

(f) Waiver of Trial by Jury: Requiring North Dakota franchises to consent to a waiver of a trial by jury.

(g) Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

(h) General Release: Franchise Agreements that require the franchisee to sign a general release on renewal of the franchise agreement.

(i) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(j) Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

RHODE ISLAND

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

VIRGINIA

1. The following is in addition to the disclosure in the "Special Ricks to Consider About *This* Franchise" section of the Franchise Disclosure Document:

Financial Condition. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its

affiliates, or suppliers the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

2. The following is in addition to the disclosure in Item 5 of the Franchise Disclosure Document:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. The following statements are added to Item 17 of the Franchise Disclosure Document:

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

(b) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

WASHINGTON

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

(a) The State of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions that may supersede the franchise agreement in your relationship with us including the areas of termination and renewal of your franchise.

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

(c) A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

WISCONSIN

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

Chapter 135, Stats., Wisconsin Fair Dealership Law, supersedes any provision of the Franchise Agreement or any other agreement inconsistent with that law.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF HAWAII

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchisee").

In recognition of the requirements of the Hawaii Franchise Investment Law, Haw. Rev. Stat. § 482E-1, et seq., the parties agree as follows:

1. Release on Renewal. Section 3(B)(9) of the Franchise Agreement, is amended to read as follows:

(h) Franchise Owner has signed a general release, in a form specified by the Company, of any and all claims against the Company and its Affiliates, and their respective officers, directors, agents, members and employees, excluding only such claims as Franchise Owner may have under the Hawaii Investment Law.

2. Supplier Requirements. Section 8(D) of the Franchise Agreement is amended by adding the following:

If, and to the extent, the requirement for Franchise Owner to purchase products from a Designated Supplier is unlawful under Hawaii Law, that requirement will be void (to the extent unlawful) and Franchise Owner must purchase those products in accordance with the Company's specifications and only from Approved Suppliers.

3. Release on Transfer. Section 13(C)(5) of the Franchise Agreement, is amended to read as follows:

(5) Franchise Owner must sign at the time of transfer, an agreement terminating or assigning this Agreement (at the Company's option) and must sign an agreement, in the form specified by the Company, releasing the Company and its affiliates and their owners, directors, members, employees and agents from any claims, liabilities, damages and causes of action, excluding only such claims as the Franchise Owner may have under the Hawaii Franchise Investment law, and agreeing to abide by the post-termination restrictions contained in Article 13 and all other obligations under this Agreement that survive termination of this Agreement.

4. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

FRANCHISE OWNER

By: _____ By: _____

Its: _____ Its: _____

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF ILLINOIS

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. State. §§ 705/1 to 705/44 (the "Act"), the parties agree as follows:

1. Renewal. Section 3(B) of the Agreement is amended by adding the following paragraph:

Section 20 of the Illinois Franchise Disclosure Act provides you with rights upon non-renewal of the Franchise Agreement.

2. Initial Fees. Section 4(A) of the Agreement is amended by adding the following paragraph:

Franchise Owner's payment of initial franchise fees will be deferred until the Company has met all of its initial obligations to Franchise Owner, and Franchise Owner has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to the Company's financial condition.

3. Termination. Section 14 of the Agreement is amended by the addition of the following paragraph 14(I):

14(I) Section 19 of the Illinois Franchise Disclosure Act provides you with rights upon termination of the Franchise Agreement.

4. Choice of Law; Venue. Section 16 of the Agreement is amended by adding the following:

Illinois law governs the agreements between the parties to this franchise. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

5. Illinois Franchise Disclosure Act. The Agreement is amended by the addition of the following paragraph as Section 19(N):

19(N) Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

6. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF INDIANA

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7, the parties agree as follows:

1. Supplier Requirements. Section 8(D) of the Franchise Agreement is amended by adding the following:

> If, and to the extent, the requirement for Franchise Owner to purchase products from a Designated Supplier is unlawful under Indiana Law, that requirement will be void (to the extent unlawful) and Franchise Owner must purchase those products in accordance with the Company's specifications and only from Approved Suppliers.

2. Effectiveness of Addendum. Each provision of this Addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Law are met independently without reference to this Addendum.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF MARYLAND

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Article-Business Regulation, Title 14, §§ 14-201 to 14-233, the parties agree as follows:

1. Release on Renewal. Section 3(B)(9) of the Franchise Agreement is amended to read as follows:

> Franchise Owner has signed a general release, in a form specified by the Company, of any and all claims against the Company, its subsidiaries and affiliates, and their respective officers, directors, agents, members and employees, except claims arising under the Maryland Franchise and Disclosure Law.

2. Initial Fees. Section 4(A) of the Agreement is amended by adding the following paragraph:

> The State of Maryland requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

3. Release on Transfer. Section 13(C)(5) of the Franchise Agreement is amended to read as follows:

> Franchise Owner must sign at the time of transfer, an agreement terminating or assigning this Agreement (at the Company's option) and must sign an agreement, in the form specified by the Company, releasing the Company and its affiliates and their owners, directors, members, employees and agents from any claims, liabilities, damages and causes of action, except claims arising under the Maryland Franchise Registration and Disclosure Law, and agreeing to abide by the post-termination restrictions contained in Article 12 and all other obligations under this Agreement that survive termination of this Agreement.

4. Limitations of Claims. Section 16(F) of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

> Notwithstanding the foregoing, Franchise Owner may bring a legal claim against the Company under the Maryland Franchise Registration and Disclosure Law within three years after the grant of the franchise.

5. Choice of Law; Jurisdiction and Venue. Section 16 of the Franchise Agreement is amended by adding the following:

Notwithstanding anything to the contrary in this Section 16, Franchise Owner may bring a claim against the Company under the Maryland Franchise Registration and Disclosure Law in any Court of competent jurisdiction in the State of Maryland.

6. Acknowledgements of Franchise Owner. Section 17 of the Franchise Agreement is amended by adding the following:

The representations in this Section 17 are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Franchise Owner acknowledges that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

7. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO THE GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF MINNESOTA

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat., § 80C.01, et seq., and the Rules and Regulations promulgated under the Act by the Commissioner of Commerce, Minnesota Rule § 2860.4400, et seq., the parties agree as follows:

1. Release on Renewal. Section 3(B)(9) of the Franchise Agreement is amended to read as follows:

> Franchise Owner has signed a general release, in a form specified by the Company, of any and all claims against the Company, its subsidiaries and affiliates, and their respective officers, directors, agents, members and employees, excluding only such claims as Franchise Owner may have under the Minnesota Franchises Law and the Rules and Regulations promulgated by the Commissioner of Commerce.

2. Service Charge on NSF Checks. Section 4(G) of the Franchise Agreement is amended by adding the following:

> The Company will not charge a service charge for an NSF check that is in excess of the service charge allowed under Minnesota Statute 604.113, which generally puts a cap of $30 on service charges for NSF checks.

3. Release on Transfer. Section 13(C)(5) of the Franchise Agreement is amended to read as follows:

> Franchise Owner must sign at the time of transfer, an agreement terminating or assigning this Agreement (at the Company's option) and must sign an agreement, in the form specified by the Company, releasing the Company and its affiliates and their owners, directors, members, employees and agents from any claims, liabilities, damages and causes of action, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated by the Commissioner of Commerce.

4. Renewal, Transfer and Termination. Section 14 of the Franchise Agreement is amended by adding the following paragraph:

> Minnesota law provides Franchise Owners with certain termination, non-renewal, and transfer rights. Minn. Stat. § 80.C.14, Subd. 3, 4, and 5 require, except in specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

5. Applicable Law; Jurisdiction and Venue. Section 16 of the Franchise Agreement is amended by adding the following paragraph:

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

6. Injunctive Relief. Section 16(C) of the Franchise Agreement is modified to read as follows:

The Company will have the right to request specific enforcement of the terms of this Agreement from a court of competent jurisdiction, by temporary or permanent injunctions or other equitable relief. The Company will have the right to request injunctive relief to prevent Franchise Owner from engaging in the following acts, which Franchise Owner acknowledges would cause irreparable harm to the Company: (1) using any of the rights franchised by this Agreement in any manner not authorized in this Agreement; (2) engaging in competitive operations in violation of the in-term and post-term restrictions on competition set forth in Section 12; (3) disclosing to any person or using in a competitive business, the trade secrets or confidential information of the Company; (4) transferring or assigning this Agreement or the assets of the Franchise Business without complying with this Agreement; (5) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public; or (6) significantly impairing the goodwill associated with the Company. The Company's rights to obtain injunctive relief are in addition to all other remedies available to the Company under applicable law.

7. Limitation of Claims. Section 16(F) of the Franchise Agreement is deleted.

8. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat., §§ 80C.01 through 80C.22, and the Rules and Regulations promulgated under the Act by the Minnesota Commissioner of Commerce, Minn. Rule §§ 2860.0100 through 2860.9930, are met independently without reference to this Addendum.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO THE GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF NEW YORK

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the New York Franchise Law, Article 33 of the General Business Law of the State of New York, the parties agree as follows:

1. Release on Renewal and Transfer. Sections 3(B)(9) and 13(C)(5) of the Franchise Agreement are amended by adding the following proviso at the end of each Section:

> Provided, however, that all rights enjoyed by Franchise Owner and any causes of action arising in Franchise Owner's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under that law will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.

2. Applicable Law. Section 16(A) of the Franchise Agreement is amended by adding the following sentence:

> This choice of law provision will not be considered a waiver of a right of Franchise Owner under the provisions of Article 33 of the General Business Law of the State of New York.

3. Effectiveness of Amendment. This Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York Franchise Law, Article 33 of the General Business Law of the State of New York, are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF NORTH DAKOTA

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the North Dakota Franchise Investment Law, Chapter 51-19 of the North Dakota Century Code, the parties agree as follows:

1. Covenants Not to Compete. Section 12 of the Franchise Agreement is amended by adding the following paragraph:

The covenants not to compete stated in this Article are subject to Section 9-08-06 of the North Dakota Century Code.

2. **THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):**

(a) Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.

(b) Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

(c) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

(d) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

(e) Applicable Laws: Franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota.

(f) Waiver of Trial by Jury: Requiring North Dakota franchises to consent to a waiver of a trial by jury.

(g) Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

(h) General Release: Franchise agreements that require the franchisee to sign a general release on renewal of the franchise agreement.

(i) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(j) Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

3. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-17, are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF RHODE ISLAND

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the “Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties agree as follows:

1. Applicable Law. Section 16 of the Franchise Agreement is amended by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. Effectiveness of Amendment. This Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF VIRGINIA

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the “Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Virginia Retail Franchising Act, the parties agree as follows:

1. Initial Fees. Section 4(A) of the Agreement is amended by adding the following paragraph:

> The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Effectiveness of Amendment. This Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF WASHINGTON

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Washington Franchise Investment Protection Act, the parties agree as follows:

1. Washington Law. The Franchise Agreement is amended by adding the following paragraphs:

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in Franchise Owner's relationship with the Company, including the areas of termination and renewal of Franchise Owner's franchise. There may also be court decisions that may supersede the Franchise Agreement in Franchise Owner's relationship with the Company including the areas of termination and renewal of Franchise Owner's franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by Franchise Owner will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

2. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

ADDENDUM TO THE GLOBAL ORANGE DEVELOPMENT, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF WISCONSIN

THIS ADDENDUM is made this _____ day of _____, 20___, and modifies a Franchise Agreement of the same date entered into by Global Orange Development, LLC, a Michigan limited liability company (the "Company") and _____ _____ ("Franchise Owner").

In recognition of the requirements of the Wisconsin Fair Dealership Law, Ch. 135, Stats., the parties agree as follows:

1. Applicable Law. Section 16(A) of the Franchise Agreement is amended by adding the following sentence:

Chapter 135, Stats., Wisconsin Fair Dealership Law, supersedes any provision of the Franchise Agreement or any other agreement inconsistent with that law.

2. Effectiveness of Amendment. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently without reference to this Amendment.

GLOBAL ORANGE DEVELOPMENT, LLC

_____
FRANCHISE OWNER

By:_____ By:_____

Its: _____ Its:_____

STATE EFFECTIVE DATES AND RECEIPTS

EXHIBIT M

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 or Status
Illinois	Pending
Indiana	Pending
Michigan	January 13, 2023
New York	Pending
Virginia	Pending
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 other 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 Global Orange Development, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.
Iowa, New York, and Rhode Island require that Global Orange Development, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days you sign a binding agreement or pay any consideration that relates to the franchise relationship.
Michigan and Oregon require that Global Orange Development, LLC gives you this disclosure document at least 10 business days before you sign a binding agreement or pay any consideration, whichever occurs first.

If Global Orange Development, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C, 20580 and the applicable state agency.

The name, principal business address and telephone number of each franchise seller offering the franchise *[you should write-in the names of any employees, agents or brokers of the franchisor if you have had significant contact with the person and the person is not otherwise listed]*:

Lisa M. Oak 2501 Coolidge Road, #302 East Lansing, Michigan 48823 (517) 482-8145	Antonio DiPietro 2501 Coolidge Road, #302 East Lansing, Michigan 48823 (517) 482-8145	Abigail L. Bartshe 2501 Coolidge Road, #302 East Lansing, Michigan 48823 (517) 482-8145
Will Hartford 2501 Coolidge Road, #302 East Lansing, Michigan 48823 (517) 482-8145	Jared Ursuy 2501 Coolidge Road, #302 East Lansing, Michigan 48823 (517) 482-8145	

Issuance Date: April 28, 2023.
I received a Franchise Disclosure Document dated April 28, 2023, which included the following Exhibits:

	Notice under Michigan Franchise Inv. Law	F	Adv. Coop By-Laws and Membership Agr.
A	List of State Administrators and Agents for Service of Process		
B	Franchise Agreement	G	Table of Contents of Operations Manual
C	Renewal Addendum	H	Confidentiality Agreement
D1	Transfer Addendum	I	List of Franchises
D2	Franchise Surrender and Release Agr.	J	List of Franchisees that Left the System
E-1	Co-Brand Addendum	K	Financial Statements
E-2	Satellite Location Addendum	L	State Specific Disclosures and Addenda
E-3	Complementary Locations Addendum	M	State Effective Dates and Receipts

Please complete any applicable franchise seller information above and then sign and date this Receipt and mail it or email it to franchise seller that worked with you.

Dated: _____

_____
[sign]

_____
[print name]

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 Global Orange Development, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.
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Michigan and Oregon require that Global Orange Development, LLC gives you this disclosure document at least 10 business days before you sign a binding agreement or pay any consideration, whichever occurs first.

If Global Orange Development, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C, 20580 and the applicable state agency.

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Please complete any applicable franchise seller information above and then sign and date this Receipt and mail it or email it to franchise seller that worked with you.

Dated: _____

_____
[sign]

_____
[print name]