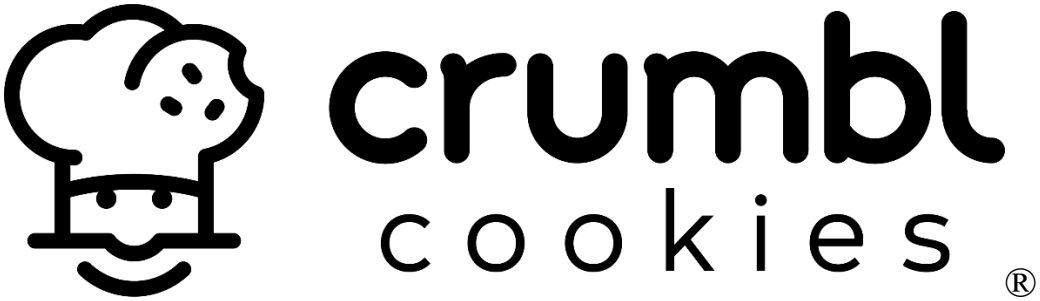

FRANCHISE DISCLOSURE DOCUMENT

CRUMBL FRANCHISING, LLC
A Utah limited liability company

FRANCHISE DISCLOSURE DOCUMENT

CRUMBL FRANCHISING, LLC
a Utah limited liability company

815 W. University Parkway
Orem, Utah 84058
(801) 369-7112
franchising@crumbl.com
www.crumbl.com

As a Crumbl® franchisee, you will operate a cookie baking and delivery business.

The initial investment necessary to begin operation of a Crumbl® franchised business ranges from $322,666 - $666,783 if the franchise agreement is signed on or prior to June 30, 2022. If the franchise agreement is signed after June 30, 2022, the initial investment necessary to begin operation of a Crumbl® franchised business ranges from $347,666 - $691,783. This includes the $104,500 to $148,450 that must be paid to the franchisor or affiliate if the franchise agreement is signed on or prior to June 30, 2022; if the franchise agreement is signed after June 30, 2022, this amount paid to the franchisor or affiliate is between $129,500, to $173,450. To reserve a territory for multi-unit development, the up-front fee is an amount equal to $5,000 plus ($20,000 multiplied by the number of franchise units to be developed) if the franchise agreement is signed on or prior to June 30, 2022. If the area development agreement is signed after June 30, 2022, the up-front fee is an amount equal to $50,000 multiplied by the number of franchise units to be developed. The number of franchise units required to be developed under the area development agreement will be determined on a case-by-case basis.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Jason McGowan at franchising@crumbl.com and (801) 369-7112.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this document to an advisor, like an attorney 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 10, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit "D."
How much will I need to invest?	Items 5 and 6 list fees that 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 "C" 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 Crumbl® 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 Crumbl® franchisee?	Item 20 or Exhibit "D" 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 "F."

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Utah. 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 Utah than in your own state.

2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

4. **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.

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.

ADDENDUM TO THE CRUMBL® FDD
FOR THE STATE OF MICHIGAN

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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

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

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if:(i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

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RECEIPTS

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The name of the franchisor is Crumbl Franchising, LLC. In this disclosure document Crumbl Franchising, LLC is referred to as "we" or "us" or "our" or "Crumbl"; "franchisee" "you" or "yours" means the person or persons, individually and collectively, who buys the franchise from us and includes the owners of a franchise that is a corporation, partnership or other entity.

Our limited liability company was organized on February 9, 2018 in the State of Utah under the name Crumbl Franchising, LLC. Our principal place of business is 815 W. University Parkway, Orem, Utah 84058.

Our agents for service of process in various states are disclosed in Exhibit "E."

Franchisor Business Activities

We do not have any other business activities other than franchising the Crumbl® brand.

We do not do business under any name other than Crumbl Franchising, LLC or Crumbl®. We do not operate a business of the type offered to you in this disclosure document. Our affiliate, Crumbl LLC, operates a business that is similar to the one you will operate.

As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. In addition, we did not begin offering or selling franchises in this business until February 2018.

Parent, Affiliate, and/or Predecessor Business Activities Involving Crumbl®

Parent

Our parent, Crumbl Enterprises LLC, a Utah limited liability was organized on May 29, 2019 and its principal place of business is 815 W. University Parkway, Orem, Utah 84058. Our parent does not conduct a Crumbl business similar to the one you will operate and has not offered nor sold franchises in this line of business or any other line of business.

Affiliates

Our affiliate, Crumbl LLC, a Utah limited liability company, was organized on August 14, 2017 in the State of Utah. Its principal place of business is 815 W. University Parkway, Orem, Utah 84058. Crumbl LLC, has operated Crumbl® businesses similar to the one you will operate beginning in August 2017. Crumbl LLC currently operates one location (opened in January 2018), which provides a cookie baking and delivery service similar to the business being franchised. Crumbl LLC has not offered nor sold franchises in this line of business or any other line of business.

Our affiliate, Crumbl IP, LLC, a Utah limited liability company, was organized on November 21, 2019 in the State of Utah. Its principal place of business is 815 W. University Parkway, Orem, Utah 84058. Crumbl IP, LLC owns the rights in the Crumbl® trademark and other intellectual property rights and licenses

such rights to us. Crumbl IP, LLC, does not operate a Crumbl® business similar to the one you will operate. Crumbl IP, LLC has not offered nor sold franchises in this line of business or any other line of business.

Our affiliate, Crumbl Foods, LLC, a Utah limited liability company, was organized on June 4, 2021 in the State of Utah. Its principal place of business is 815 W. University Parkway, Orem, Utah 84058. Crumbl Foods, LLC, does not operate a Crumbl® business similar to the one you will operate. Crumbl Foods, LLC sells ingredients and other food products to our franchisees. Crumbl Foods, LLC has not offered nor sold franchises in this line of business or any other line of business.

We have no other parents, predecessors or affiliates to be disclosed in this item. No parent, affiliate, or predecessor currently offers or has previously offered franchises in this or any other line of business.

Franchise Offered

We license and train others to operate Crumbl® businesses. As a Crumbl® business, you will operate a cookie baking and delivery business that provides fresh, warm, and delicious cookies to the public, as well as ice cream and other complimentary products. The grant of a franchise authorizes you to engage in our complete system under the name Crumbl® and other proprietary marks according to our system, confidential manuals, standards, equipment, uniforms, merchandising, marketing, décor and colors, recipes, proprietary ingredients, menus, the sale of products and services, and other confidential business information, procedures, services, and other specifications as we may develop. As a Crumbl® franchisee, you will have the opportunity to use the Crumbl® system only within a specific territory and according to our requirements.

You will be required to purchase specific food products, materials, supplies, ingredients, and equipment and to strictly follow our standards, methods, policies and procedures in the operation of your franchise business, which are described in more detail in our franchise agreement attached as Exhibit "A" to this disclosure document.

You also may enter into an area development agreement with us for the development of multiple franchise units (see Exhibit "H"). The size of the territory, the number of units to be developed and the development schedule are negotiable. You will be required to sign our then-current franchise agreement for each unit as developed, which terms may differ from the current franchise agreement included with this FDD. Unless specifically stated otherwise, the disclosures for an area development are the same as for a single unit.

General Description of Market and Competition

The general market for a retail cookie, baking, and delivery business is well-developed and competitive. You will typically compete with other established cookie baking and cookie distribution businesses. There are many of these competitors from large national chains to small independent operators. This business may be operated year-round. You may also encounter competition from other Crumbl® franchises operated by us or other franchisees outside your territory under limited circumstances.

Laws and Regulations

You are required to follow all laws and regulations that apply to business generally. In addition, your business is subject to federal, state, and local health and consumer protection laws and other regulations and guidelines governing the food service industry. You will be required to make sure your employees are properly licensed. The Food and Drug administration, the United States Department of Agriculture and food industry organizations, including the National Restaurants Association, have established rules affecting the bakery industry. To operate your franchise, you or one of your employees must have a current food handler permit/license, and some states required a manager to have a food safety manager certification.

You must investigate local zoning rules because they may limit where you can locate your franchise business and may affect the design features including the building façade and signs. In many jurisdictions, you will also be required to obtain a sign permit. You should also be aware of federal, state, and local environmental laws about the disposal of waste materials and packaging. You may be required to obtain additional insurance coverage for delivery services, which may increase your premium payments. You may be required by local law to participate in a recycling program, which may require that you register and make ongoing fee payments.

At your cost and expense, you must investigate and ensure that you comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, we reserve the right to approve of the vendor you use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, such as security threats, breaches, and malware. It is your responsibility to alert us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect customer data and notify relevant parties. You are not permitted to collect, store, transfer, etc. any unnecessary customer information. Additional information can be found at https://pcisecuritystandards.org/.

The details of state, county and local laws and regulations vary from place to place. It is your responsibility to research these matters. Please be aware that the changes in these laws may increase the cost to operate your business. You are solely responsible to determine what local or state regulations, permits and licenses you will need to comply with and/or obtain to conduct the franchise business in a particular state, city or town.

COVID-19

COVID-19 has significantly disrupted local, regional, and global economies and business. You must comply with all applicable laws, rules, and orders of any government authority concerning the outbreak and your response in your franchise business.

ITEM 2
BUSINESS EXPERIENCE

Jason McGowan, Founder/CEO

Jason McGowan is the CEO and founder of Crumbl Franchising, LLC. Jason has held this position since the inception of the company in 2018 in Orem, Utah. From January 2018 until December 1, 2019, Jason was a member and manager of Crumbl, LLC, which operated a Crumbl® company-owned location in Logan, Utah (from August 2017 to the August 2018) and in Orem Utah (since January 2018). From August 2016 to July 2021, Jason was a member and manager of Embr, LLC, which is a custom-ring and retail-sales business in Provo, Utah. From May 2015 to September 2017, Jason was a director of product for Ancestry.com Inc, which is a software company in Lehi, Utah.

Sawyer Hemsley, Founder/COO

Sawyer Hemsley is the COO and founder of Crumbl Franchising, LLC. Sawyer has held this position since the inception of the company in 2018 in Orem, Utah. From January 2018 until December 1, 2019,

Sawyer was a member and manager of Crumbl, LLC, which operated a Crumbl® company-owned location in Logan, Utah (from August 2017 to the August 2018) and in Orem Utah (since January 2018). From June 2017 to January 2018, Sawyer was a marketing assistant of On Advertising Inc, which is an Arizona advertising agency with a location in Preston, Idaho. From December 2016 to June 2017, Sawyer was a marketing director of Campus Recreation at Utah State University in Logan, Utah.

Bryce Redd, CTO

Bryce Redd is the Chief Technology Officer of Crumbl Franchising, LLC in Orem, Utah and has held this position since March of 2018. From September of 2014 to February of 2018, Bryce was a Senior Technology Lead at Facebook in Union City and Fremont, California, working on Instagram, Facebook, and Portal. Bryce also owns and operates a Crumbl franchise similar to the one you will operate and has done so since 2018.

Courtney Dursteler, CPO

Courtney Dursteler is the Chief People Officer at Crumbl Franchising, LLC in Orem, Utah and has held this position since November 2021. Courtney was previously the Vice President of Franchise Partner Success at Crumbl Franchising, LLC from February 2020 to November 2021 and the Vice President of Operations of Crumbl Franchising, LLC from April 2019 to February 2020. From June 2003 until March 2019, Courtney worked as HR Director and Risk Manager for Franklin County Medical Center in Preston, Idaho.

Britnee Bromley Nuehring, CCO

Britnee Bromley Nuehring is the Chief Communications Officer at Crumbl Franchising, LLC in Orem, Utah. Britnee was hired to this position in September 2021. From February 2020 to September 2021, Britnee was the Vice President of Marketing at Crumbl Franchising, LLC. From September 2019 until February 2020, she worked as the VP of Training and Marketing at Crumbl Franchising, LLC. From July 2019 to September 2019, she worked as the Director of Training & Development at Crumbl Franchising, LLC. From April 2017 to September 2019, Britnee worked as a Marketing Manager at Avalaunch Media, a full-service digital marketing agency in Lehi, Utah. From September 2016 to May 2017, Britnee interned at the Utah Roots of Knowledge as a Marketing Intern in Orem, Utah.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

On the signing of the franchise agreement, all franchisees pay an initial franchise fee of $25,000 until June 30, 2022. After June 30, 2022, all franchisees pay an initial franchise fee of $50,000. This initial franchise fee is non-refundable.

Required Purchases from the Franchisor or an Affiliate

You must pay us or our affiliate a fee for an opening tech equipment package estimated to be between $10,650 to $12,650. In addition, we may require you to buy from us or our affiliate a general equipment package, including ovens, mixers, and related equipment, estimated to be between $64,850 to $102,800. These fees are non-refundable.

Initial Training

The initial training fee is $8,000. If your principal owner has already opened a Crumbl franchise, then the initial training fee will be reduced to $4,000. If you postpone or reschedule any training from the date originally set by you, you must reimburse us for all of our costs to reschedule such training. These fees are non-refundable.

Area Development Agreement

Prior to June 30, 2022, if you enter into an area development agreement, the initial franchise fee for each unit to be developed is $20,000. You must pay an up-front area development fee of an amount equal to $5,000 plus ($20,000 multiplied by the number of franchise units to be developed), which is credited towards the initial franchise fee of each franchise as developed. You must sign the then-current franchise agreement for each unit to be developed.

After June 30, 2022, if you enter into an area development agreement, the initial franchise fee for each unit to be developed is $50,000. You must pay an up-front area development fee of an amount equal to $50,000 multiplied by the number of franchise units to be developed, which is credited towards the initial franchise fee of each franchise as developed. You must sign the then-current franchise agreement for each unit to be developed.

Uniformity and Refunds

In certain circumstances, we offer a partial refund of the area development fee. If we determine that you are not well suited to be an area developer and terminate the area development agreement early, you will receive partial refund of the area development fee equal to the then-current initial franchise fee multiplied by the number of franchise units for which franchise agreements have not been executed as of the date of termination. Any refund is contingent upon signing a general release in the form and substance that is acceptable to us.

Unless otherwise described above, these costs and fees are uniform and are non-refundable for all franchisees.

The amounts payable to us or an affiliate for the initial franchise fee, initial training fee, initial purchases, area development fee, and all other initial fees are payable in a lump sum at the time of signing, and the training fees are payable in a lump sum prior to training.

ITEM 6

OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty*[1,3]	8% of gross sales	Payable weekly to be received by Tuesday of the following week (a sales week runs Monday – Saturday)	Gross sales include all revenue from the franchise business, but does not include sales tax. We reserve the right to require royalties to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed.
Marketing Fee*[1,2,3]	2% of gross sales payable to us	Payable weekly to be received by Tuesday of the following week (a sales week runs Monday – Saturday)	See Note 2 below.
New Primary owner or New Manager Training[1]	$4,000 per training session, which may include (1) a 5-to-7-day session at your location, and/or (2) a 5-to-10-day session at our headquarters, or another location selected by us.	In advance of training	You must pay the travel, lodging, food, and other expenses for your trainees (if applicable) while attending these trainings. If you postpone or reschedule any training from the date originally set by you, you must reimburse us for all of our costs to reschedule such training.
Annual Manager Training Fee[1]	$250 per person, per training session	On demand	Payable if we determine to have an annual manager retreat or training session, which may last 2 days or more.
Additional In-Person Training or Assistance[1]	$500 per day, per person	In advance of training or assistance	You must pay the travel, lodging, food, and other expenses of your attendees and our representatives during this additional training or assistance.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Franchise Agreement Transfer Fee*[1]	$10,000	Prior to approved transfer	Payable when you sell your franchise and prior to our signing any approval or new agreement. However, all guarantors will remain guarantors unless otherwise released by us.
Transfer Fee for Permitted Internal Transfers*[1]	Our legal fees and administrative costs related to the transfer, no less than $500.	On demand	If you sell only a non-controlling and minority interest in your entity, then you are required to cover our reasonable costs associated with the transfer. All guarantors will remain guarantors unless otherwise released by us. Subject to state law.
Transferee Training Fee[1]	$8,000 per training session	On demand	This training may be held at your location, our headquarters, and/or another location selected by us. You must also pay the travel, lodging, food, and other expenses for your trainees (if applicable) while attending this training.
Relocation Fee[1]	$2,500.	On demand	If you request our approval to relocate your business and we agree, you must pay this fee to us in order to defray our costs associated with updating documentation, reviewing new sites, and editing our website and promotional materials.
Late Fees and Interest[1,3]	$25 per day for each late payment or report; plus 18% interest or the maximum rate permitted by state law, whichever is less	Payable with royalty or on demand	Charges begin to accrue after the due date of any required payment or report. Interest begins to accrue after the due date of any required payment or report.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
NSF Fees[1]	$50 per bounced check or insufficient or disputed draft	Payable with royalty or on demand	Or maximum allowed by state law, whichever is less (see state specific addendum).
Successor Franchise Fee*[1]	$2,500	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time of your timely election to enter into a successor agreement.
Conference or Seminar Fee[1]	0$ - $5,000 per attendee.	At time of registering for the conference or seminar	You will also be required to pay all your travel, lodging, food, and other expenses for each of your attendees.
Supplier Evaluation Fee[1]	$2,000, plus reasonable expenses, at cost	The set fee is due before we evaluate potential suppliers. The amount of reasonable expenses is due on demand.	Payable if you want to have unapproved suppliers evaluated for our approval.
Fees on Default[1,7]	Attorney's fees, costs, interests and audit costs	On demand, as incurred	Paid in addition to other payments to us.
Audit Charge[1,3]	Cost of audit.	On billing	Payable if (1) an audit shows an understatement of 2% or more of gross sales for the time period audited, or records are unorganized or unavailable, (2) you fail to report Gross Sales for any time period, or (3) you fail to retain and have available readable and organized required records.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Interim Management Fee[1,3]	Our then-current fee; currently the fee is $500 per day, per representative	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or if you are not in compliance with the franchise agreement or the manuals. In addition, you must also pay all travel, lodging, food, and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees and other applicable fees.
Interim Training Fee[1,3]	Our then-current fee; currently the fee is $500 per day, per representative	Time of service	Payable if we elect to provide additional training at your location, our headquarters, or another location that we designate, if you are not in compliance with the franchise agreement or the manuals. In addition, you must also pay all travel, lodging, food, and other expenses for our representative(s), you're your attendees and other expenses that may be incurred by us to perform such services.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
System Non-Compliance[1,3,7]	$250 to $1,000. Our current fines are set forth below: - Store uncleanliness ($250) - Failing to provide documentation ($250) - Unauthorized use/disclosure of trademark, brand materials, intellectual property, confidential information ($1,000) - Unauthorized use of product/supplier ($1,000) - Unauthorized Packaging ($1,000) - Poor product quality ($250) - Failure to meet deadlines for new equipment, products, processes, etc. ($250) - Hygiene/Dress code violation ($250) - Health or safety violation ($250) - Miscellaneous noncompliance ($250)	As incurred	See Note 8 below.
Indemnification[1,7]	Varies	As incurred or on demand	See Note 7 below.
Technology Fee[1]	Currently $500	Payable monthly to be received by the first Tuesday of the month	This fee will be updated periodically in our manuals
Dispute Resolution Fees[1]	Varies	As incurred or on demand	You are required to pay half of the mediation and/or arbitration fees. Additionally, the prevailing party will be entitled to reimbursement of its legal fees and expenses.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Post-Termination Liquidated Damages[1,4]	Average royalty from the previous 12 months multiplied by the lesser of 36 months or the remaining term of your franchise agreement, whichever is less.	Upon termination.	Payable if your franchise agreement is terminated prior to the expiration of the term. This is only to compensate for lost royalties and is not our only remedy.
De-identification Fee[1,5,6]	$500 per day	Upon demand	See Note 5 below.
Tax Reimbursement Fee[1]	Varies	Upon demand	If there is assessed any nature of sales tax or use tax or other tax on fees or other sums previously or hereafter received by us under the franchise agreement then in addition to all fees and other payments to be made by you to us, you must also pay us or the taxing authority a sum equal to the amount of such tax. Any tax paid to us will be paid when due to the taxing authority.
Insurance Procurement Fee[1]	The cost of insurance, plus 10% administrative fee.	Upon demand	You are required to hold and maintain your own insurance, but in the event you fail to do so, we have the right to obtain insurance on your behalf and you are required to reimburse us the premium payments.
PCI and DSS Audit Reimbursement Fee[1]	All costs related to the audit.	Upon demand	You must reimburse us all costs related to an audit for your non-compliance with PCI and DSS requirements.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Reimbursement Fee[1]	All reimbursement amounts paid to customers, plus a 10% administrative fee.	Upon demand	In the event we are required to pay any customer reimbursement amounts, you will be responsible to pay us the reimbursement amount, plus a 10% administrative fee in each instance.
Marketing Materials[1]	Cost plus our reasonable expenses, not to exceed 10% for shipping and handling	Upon demand	Payable if you want additional copies of marketing materials.
Document Preparation Fee[1]	Our legal fees and administrative costs related to the transfer, no less than $250.	Upon demand	Payable if we are required to prepare documents regarding any changes or other matters pertaining to you or your franchise business.
Marketing Assistance Fee[1]	$75 per hour or our then-current rate as set forth in our manuals	Upon demand	Payable if you request that we assist you in the development of marketing materials or promotional programs.
Area Development Agreement Transfer Fee[1]	$20,000, plus the transfer fees set forth in each Franchise Agreement transferred	Prior to approved transfer	Payable if we allow you to transfer your area development agreement and prior to our signing any approval or new agreement. However, all guarantors will remain guarantors unless otherwise released by us.

NOTES

[1] Royalty and Fees. Except as shown in the remarks column, all fees are uniformly imposed and are payable to us. All fees payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

We have the right to require you to establish a bank sweep, draft or other similar type of electronic funds transfer ("Operating Account") account in which you must deposit the gross sales of your outlet (not including local sales & use taxes) which account we may automatically access for any payment due us. You cannot have more than one Operating Account. You cannot close or terminate the Operating Account without receiving our prior written consent. If you fail to timely report gross sales, we may sweep an estimated amount of fees due to us. You will be responsible to pay us any amount owing if we underestimate your payment to us, and we will credit you with any overage that we charge. You must maintain at all times at least $20,000

of working capital in your Operating Account, even after you pay royalties and other fees to us. We may, at any time, require you to provide us with view-only access to your operating account.

* All fees, except those identified with an *, are the current fees and may be changed in the manuals in our discretion. There may be other fees and fines listed in the manuals.

[2] Advertising Fund. The advertising fund may be used by us for one or more national or regional marketing and brand development programs, as we choose.

[3] Reports. You must submit to us the following reports by the following due dates.

TYPE OF REPORT	DUE DATE
Gross Sales Report	Same due date as royalties, due Tuesday of the following week
Inventory and Labor Expenses	Same due date as royalties, due Tuesday of the following week
Profit and Loss Statement and Balance Sheet, and Labor	The 15th day of the following month
State Tax Return	The 15th day of the following quarter
Federal Tax Return	April 16th of each year
IRS Form 941 (Employer's Quarterly Federal Tax Return)	Within 15 days of submission

[4] Liquidated Damages. If this Agreement is terminated, other than for non-renewal or mutual termination, and because of the difficulty of calculating damages caused by lost future royalties: (a) you agree to pay us the average royalty payment from the previous 12 months multiplied by 36 months or the remaining term of your franchise agreement, whichever is less. Such amount will be reduced to the present value of such payments as of the date of termination utilizing an interest rate of 5%. Such liquidated damages only cover our damages for lost royalties and does not cover any other damages or waive any of our other rights.

[5] De-identification Fee. In the event you fail to comply promptly with any of your post termination de-identification obligations, you agree to pay us $500 per day for each day that you are in default, as a reasonable estimate of the damages suffered by us.

[6] Automatic Debit. In the event you fail to comply promptly with any of your post termination de-identification obligations, to prevent further injury, we may hire a third-party or use our own personnel to de-identify your unit and/or to carry out any other obligations on your behalf, for which costs you will be responsible. These costs will include any attorneys' fees and costs associated with enforcing your post-termination obligations. Upon termination, we may automatically debit your account $10,000 in anticipation of the costs associated with enforcing your post-termination obligations. This post-termination fee obligation will not affect our right to obtain appropriate injunctive relief and other remedies to enforce the franchise agreement and your obligations.

[7] Indemnification. You must defend, indemnify, and hold us harmless from any and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees arising out of or related to, or in any way connected with you or your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our

employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities.

[8] System Non-Compliance. In our sole discretion, we may issue you a fine for violations and alleged violations of the franchise agreement and/or manuals. We may rely on any evidence available to us that such violations have occurred, including customer complaints or reports that we find credible, in our sole discretion. The amount of the fine will be set forth in the manuals and may be issued for each violation. We may update the fines in the manuals from time to time. We may also concurrently send you notice to correct the violation. If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdraw program.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (FOR A CRUMBL LOCATION)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$25,000 (if franchise agreement is signed on or prior to June 30, 2022) $50,000 (if franchise agreement is signed after June 30, 2022)	Lump sum	At signing	Us
Initial Tech and other Equipment Package[2]	$23,300 - $167,650	Lump sum	Before opening	Us
Initial training fees, and travel, lodging, food, and other expenses while training[3]	$20,000 - $30,000	As incurred	Prior to and during training	Us, Airlines, hotels and restaurants
Real estate and improvements[4]	$75,000 - $250,000	As incurred	As negotiated	Suppliers and contractors
Rent – 3 months[5]	$16,666 - $83,333	As incurred	As negotiated	Landlord

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Professional fees[6]	$8,000 - $15,000	As incurred	As incurred	Professional architects, engineers, accountants, and attorneys
Equipment, furniture, fixtures, décor, and supplies[7]	$75,000 - $100,000	As incurred or leased	Before opening	Suppliers
POS system, computer hardware, and software[8]	$3,500 - $8,000	As incurred	As negotiated	Suppliers
Signs[9]	$6,500 - $15,000	As incurred	Before opening	Suppliers
Misc. opening costs[10]	$2,500 - $5,000	As incurred	As incurred	Suppliers, utilities, etc.
Opening inventory[11]	$5,000 - $10,000	Lump sum	As negotiated	Suppliers
Additional funds - 3 months[12]	$10,000	As incurred	As negotiated	Suppliers, employees, etc.
TOTAL[13]	$322,666 - $666,783 (if franchise agreement is signed on or prior to June 30, 2022) $347,666 - $691,783 (if franchise agreement is signed after to June 30, 2022)	**<u>*Does not include royalties or marketing fees.</u>**		

<u>NOTES</u>

[1] <u>Initial Franchise Fee</u>. The initial franchise fee and all other fees payable to us are non-refundable and uniform for all franchisees. We do not finance any portion of such fees.

[2] <u>Initial Tech and Other Equipment Package</u>. You will purchase from us or our affiliate an initial tech package comprised of iPads, televisions, and other technological equipment that we require to be used in your franchise business. We may also require you to purchase from us or our affiliate other required equipment, including ovens, mixers, and related items.

[3] Initial Training Fees, and Travel, Lodging, Food, and Other Expenses While Training. You are responsible to pay all travel, lodging, food, and other expenses for your attendees during training, directly to the supplier (hotels, airlines, restaurants, rental car companies, etc.). We estimate that you will have 4 people attend training. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals, and transportation.

[4] Real Estate and Improvements. You must purchase or lease a suitable location for your franchise business. We must approve of your location. Costs of commercial property or leases and improvements vary widely based on location, terms of the lease, the total area of your space as well as construction and material costs. Your landlord may provide you with a tenant improvement allowance as part of your lease, which has not been included as part of these estimates. We have not included an amount for the purchase of real property because such cost varies widely per location and we recommend that you lease your location instead of purchasing. You should review these costs with a local contractor, commercial real estate agent and other professionals.

[5] Rent. Your space will vary depending on your needs, but we estimate you will need between 1,400 and 2,000 square feet, and we estimate your lease to be between $50,000 to $250,000 per annum, depending on your location. This amount includes an estimate for the cost to lease your commercial property for 3 months until your business is operational. Our estimates also assume you pay a security deposit equal to 1-month's rent, and that you begin paying rent when (or shortly before) you open for business. For this to occur, you would need to negotiate a "free rent" period for the time it takes to build out your business. You may be able to negotiate additional free rent or reduced rent periods after opening as well. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different. Due to the vastly different prices in real estate throughout the country, we have not included an estimate for the cost to purchase and/or build a location in the table above.

[6] Professional Fees. You must employ and pay a licensed architect preapproved by us to accomplish and prepare and develop a preliminary set of plans, specifications, and related construction documents, and to prepare a full stamped set of floor plans, plans and specifications to include mechanical, plumbing, and electrical engineering as necessary to satisfy city, state, and local building codes for your Crumbl® franchise business. You must hire a local engineer or builder to construct or improve your premises according to such plans. This estimate may vary widely from the professional costs in your area. There is no allowance included in this estimate for site planning, landscape planning, use permitting, gaining of variances or resolution of related planning and zoning conflicts, accomplishment of energy consumption calculations, accomplishment of building elevations, civil or structural engineering. Additionally, this fee estimate does not include an allowance for bid or contract administration or client directed revisions which will need to be negotiated on a case-by-case basis prior to commencement of the requested work. You may also elect to hire other professionals, including attorneys and accountants, to assist you in the establishment of your Crumbl® franchise business.

[7] Equipment, Furniture, Fixtures, Décor, and Supplies. Included in this estimate are the cost of kitchen equipment, utility sinks, counters and shelving, refrigeration, utility shelving, millwork, chairs, tables, interior design, ovens, warmers, lighting, interior signage, equipment consolidation fees, management fees, and optional equipment installation fees. This estimate also includes office supplies, gift cards, and small wares. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us, we require immediate payment.

[8] POS System, Computer Hardware, and Software. You will be required to initially purchase and use our designated POS system, software, and the following computer hardware: an iMac or apple desktop computer, iPad, and Apple TV's. You must also use Quickbooks Online software and follow our accounting procedures and line items as provided in our policies and procedures manual. We will furnish you with a

chart of accounts and line items that you and your accountant must follow. We will have independent access to any information or reports on this computer and/or software system. We require ongoing access to this information.

[9] Signs. At least 1 exterior sign displaying the trademark and 1 interior sign are required. These signs may be made locally. All signs must conform to our specifications. All purchase agreements or leases must be negotiated with your suppliers. You must use the location's monument sign if available.

[10] Miscellaneous Opening Costs. These miscellaneous costs include legal fees, utility costs, business entity organization expenses, employee training, deposits, insurance and licenses. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history. We strongly recommend that you hire a lawyer, accountant, and other professionals to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise and experience.

[11] Opening Inventory. Opening inventory items include product inventory, food, beverages, soft goods, boxes, cups, uniforms, baking goods and ingredients, flour, sugar, premier chocolate chips, linens, stickers, business cards, coupon cards, gift cards, paper products, uniforms, other food items, and other items required to operate a Crumbl® franchise business. The range in cost depends upon the size of your franchise business, as well as estimated initial business volume. Opening inventory items do not include napkins, utensils, or similar items intended to aid in the consumption of food at your location.

[12] Additional Funds. This estimates your operating expenses during your first 3 months of operations, not including cash flows. You must maintain adequate working capital reserves sufficient to keep your business in operation for at least 3 months, not including cash flows. This amount cannot be less than $10,000. It is a default of the franchise agreement if your operating account drops below this amount at any time even after royalties and other required fees to us have been paid. We have relied upon the experience of our principals and franchisees to compile these estimates. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing. We have relied upon the experience of our principals to compile these estimates.

[13] Total. These figures are estimates for the development of 1 franchise unit and we cannot guarantee that you will not have additional expenses starting your franchise business. You should review these figures in this Item 7 carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. You should verify with third-party payees whether such payments, deposits, or fees are refundable or not.

AREA DEVELOPMENT AGREEMENT FEES
(ESTIMATED FOR 3 LOCATIONS)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development fee[1]	$65,000	Lump sum	At signing	Us

NOTES

[1] Development Fee. The development fee is non-refundable (except as stated below) and we do not finance any portion of such fees. The estimated initial investment for each location is listed above. Upon signing a franchise agreement for each location, an amount equal to $20,000 of the development fee will be applied to the initial franchise fee for such franchise agreement.

If we determine that you are not well suited to be an area developer and terminate the area development agreement early as allowed in the agreement, you will receive partial refund of the development fee equal to $20,000 multiplied by the number of franchise units for which franchise agreements have not been executed as of the date of termination. Any refund is contingent upon signing a general release in the form and substance that is acceptable to us.

Unless otherwise described above, these costs and fees are uniform and are non-refundable for all franchisees.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system, including purchasing or leasing certain items or services according to our specifications, from approved suppliers. You must not deviate from these methods, standards, and specifications and specifications without our prior written consent.

You must purchase or lease the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this item?	Is the franchisor or an affiliate the only approved supplier of this item?
Cookie mixes and baking ingredients (as approved)	Yes	No
Premium chocolate chips	Yes	No
Uniforms	No	No
Recipes	Yes	Yes
Other food and beverage items	Yes	No
Computer System (iMac)	No	No
Electronics (iPad, Apple Tv, etc.)	Yes	Yes
Customized Fixtures	No	No
Accounting procedures	No	No
Specialized software	Yes	Yes
POS system, productivity tracking, and other software	Yes	Yes
Security system and software	No	No
Equipment (ovens, warmers, utensils, etc.)	No	No
Signs	No	No
Logoed products	Yes	No
Paper goods; boxes	Yes	Yes
Interior Décor	No	No
Security System	No	No

We may also require you to purchase advertising materials from us or approves suppliers. We reserve the right for us or an affiliate to be an approved supplier or the only approved supplier of any of the items listed in the above table. Additionally, we reserve the right to require that all items used in the operation of your business be purchased from us or other sources designated or approved by us.

Insurance

You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial general liability insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate, or leasehold minimum, whichever is greater; $300,000 damage to the premises; $5,000 premises medical; $1,000,000 personal and advertising injury limit; and 2,000,000 products and completed operations aggregate.
Property insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. Special form in the amount of your inventory and must include the improvements and betterments to the store. Coverage should be replacement cost with no coinsurance. Agreed amount with the insurance company or waiver of coinsurance will suffice for the removal of coinsurance. Coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage if applicable must apply. If building coverage is to be included all coverages noted above will apply.
Commercial automobile insurance	At least $1,000,000 occurrence limit (combined single limit for personal injury, including bodily injury or death, and property damage) for all owned, non-owned, and hired autos.
Employment practices liability insurance	$100,000 per occurrence.
Crime policy	$25,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage in limits of $5,000.
Umbrella insurance	$1,000,000 per occurrence.
Government required insurances	You must maintain and keep in force all worker's compensation and employment insurance on your employees that is required under all federal and state laws.

Policy Requirements. Other than worker's compensation, these policies must insure you and us (Crumbl Franchising, LLC) and Our nominees as additional insureds, without regard to any other insurance program that we may have in effect, against any liability that may accrue by reason of, or relating to, your ownership, maintenance or operation of the Franchise Business wherever it may be located. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations and within 15 days of any request which we may make from time to time.

Our insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. Your lease may require higher amounts with which you are required to comply. In the event of damage to your premises covered by insurance, the proceeds of any such insurance must be used to restore the facility to its original condition as soon as possible (not more than 180 days) unless We consent otherwise in writing.

If You fail to obtain insurance and keep the same in full force and effect, we may obtain this insurance at our discretion and you will pay us upon demand the premium costs, plus an administrative fee in the amount equal to 10% of all such costs. We may periodically increase the amounts of coverage required and/or require different or additional coverage. You will also procure and pay for all other insurance required by city, state and federal law.

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you will be required to purchase items or services from approved suppliers.

All approved suppliers and specifications are made available to you before the beginning of operations. We consider our approved suppliers and specifications to be of critical importance to the success of the system. You must receive our prior written approval to deviate in any manner from our specifications.

Our officers have an interest in our affiliate Crumbl Foods, LLC. Other than as stated previously, none of our officers have an ownership interest in any of our suppliers.

Proportion of Required Purchases and Leases

We estimate that the proportion of purchases or leases from approved or required sources will represent 85% to 95% of your overall purchases in opening your franchise business and 85% to 95% of your overall purchases in operating your franchise business.

Revenue to Us and Our Affiliates from Required Purchases

We or our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from approved sources. In the 2021 fiscal year, our revenues from the sale of these products and services to franchisees was $2,463,280 or 5.28% of our total revenues of $46,639,575. Our affiliate Crumbl Foods, LLC's revenue from the sale of these products and services to franchisees was $6,634,346, of which 429,082 was derived through third-party rebates. The total percentage of payments to us and our affiliates for these products and services was 19.5% of our total revenues in the 2021 fiscal year. We anticipate that about 20% to 30% of our and our affiliate's revenues will be derived from franchisee purchases in the next fiscal year.

We may derive income through mark-ups in prices we charge to you for goods and services sold or provided by us or we may receive a fee or other compensation from the suppliers of these goods and services, but the mark-up will generally not be more than 20% for any good or service and will generally range between 5% and 15%. We may receive a fee, payment or other compensation from other suppliers of these goods and services, and we reserve the right to do so in the future. Currently, we have an arrangement with Sysco, in which we receive a 4% administrative fee for everything purchased by Crumbl locations from Sysco, reduced by any overages or spoilage for product we request they maintain on their floor that is not purchased. From Guittard, we receive a 12% per pound rebate; this comes out to around $3 per case for chocolate chips, $6 per bag of dark cocoa, and $4.80 per bag on medium cocoa. We may revise these amounts and seek additional rebates and compensation from current and future sources.

We may require you to purchase equipment from us or our affiliates to be used in your franchise business, including mixers, ovens, and technological equipment.

Non-Approved Suppliers

Except for certain trademark and private label items and designated source items described above, if you desire to use a particular supplier and if that supplier meets the specifications and requirements of our system, at our discretion, we may approve that supplier to become an approved supplier.

You may establish suppliers on the approved list by making appropriate application to us. The following general criteria is used in considering whether a supplier will be designated as an approved source: the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier's production and delivery capabilities; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product and the supplier's professional competence and performance abilities. We will use our best judgment in setting and modifying specifications to maintain quality and integrity of the franchise system.

You may be required to sign an open account credit agreement, to prepay using an electronic fund withdrawal system, or to provide a deposit for purchase of products, services and other supplies from us, our affiliates and other approved suppliers**.**

If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a supplier meets our specifications. Before beginning our evaluation, you will be required to pay a supplier evaluation fee of $2,000, plus our reasonable expenses. The evaluation fee and other costs are not refundable regardless of whether or not we approve of a supplier. We will notify you in writing, within 30 days as to whether the supplier has been approved. We may make changes or alterations in the standards and specifications for approving suppliers. At our discretion, we may revoke our approval from an approved supplier within 30 days' written notice to you.

Standards and Specifications

We issue specifications and standards to you for applicable aspects of the franchise in our manuals and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated to you by any method we choose).

Other than as stated above, there is no obligation for you, under the terms of the franchise agreement, to purchase or lease any goods or services regarding the establishment or operation of the franchise business from approved sources.

Agreements with Vendors and Suppliers

We can negotiate on your behalf and bind you regarding agreements and licenses with suppliers, vendors, or other third parties affecting, or beneficial to our system. You must promptly execute any documents and agreements in connection such suppliers, vendors, and other third parties as we request. We may require you to comply with the requirements of such suppliers, vendors, or other third parties, including their electronic funds transfer, ACH, or other automatic withdrawal program.

Negotiated Arrangements

We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. We may require you to place orders for ingredients designated by us by specified deadlines. If you fail to do this, we may order such ingredients for you at your expense.

Except as may be specified above, at this time there are no purchasing or distribution cooperatives.

Benefits Provided to You for Purchases

We do not provide material benefits to franchisees based on the franchisee's purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 4.1 and 4.2 of the franchise agreement	Item 11
b.	Pre-opening purchases/leases	Section 8.4 and paragraphs 6.1.3, 6.1.10 and 6.1.12 of the franchise agreement	Item 8
c.	Site development and other pre-opening requirements	Section 4.3 and 4.4 of the franchise agreement	Items 7 and 11
d.	Initial and ongoing training	Paragraphs 6.1.4 and 6.1.5 and sections 7.3 and 7.4 of the franchise agreement	Item 11
e.	Opening	Sections 4.4 and 7.3 of the franchise agreement	Item 11
f.	Fees	Article V of the franchise agreement	Items 5 and 6

	Obligation	Section in Agreement	Disclosure Document Item
g.	Compliance with standards and policies/operating manual	Section 6.2 and article IX of the franchise agreement	Items 8 and 11
h.	Trademarks and proprietary information	Article III of the franchise agreement	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII of the franchise agreement	Items 8 and 16
j.	Warranty and customer service requirements	Section 8.5 of the franchise agreement	Item 11
k.	Territorial development and sales quotas	Section 1.6 of the franchise agreement	Item 12
l.	Ongoing product/service purchases	Article VIII of the franchise agreement	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraphs 6.1.2 and 6.1.8 of the franchise agreement	Item 11
n.	Insurance	Paragraph 6.1.10 of the franchise agreement	Item 8
o.	Advertising	Article X of the franchise agreement	Items 6 and 11
p.	Indemnification	Section 15.2 of the franchise agreement	Item 6
q.	Owner's participation/ management/staffing	Paragraphs 6.1.6, 6.1.7, 6.1.9, and 6.2.3 of the franchise agreement	Items 11 and 15
r.	Records and reports	Sections 5.4 and 5.5 of the franchise agreement	Item 6
s.	Inspections and audits	Paragraphs 5.5.2 and 6.2.2(iv) of the franchise agreement	Items 6 and 11
t.	Transfer	Article XIV of the franchise agreement	Item 17
u.	Renewal	Section 2.2 of the franchise agreement	Item 17
v.	Post-termination obligations	Section 12.1 of the franchise agreement	Item 17
w.	Non-competition covenants	Article XVI of the franchise agreement	Items 14, 15 and 17
x.	Dispute resolution	Article XVII of the franchise agreement	Item 17

	Obligation	Section in Agreement	Disclosure Document Item
y.	Compliance with government regulations	Sections 4.1, 4.3, 6.1.9, and 16.1 and paragraphs 6.1.1 and 6.1.10 of the franchise agreement	Item 12
z.	Guarantee of franchisee obligations	Paragraph 6.3.1 of the franchise agreement	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation. There may be SBA financing to assist with the purchase of this franchise.

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

Except as listed below, Crumbl Franchising, LLC is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your franchise business, we will:

1) Designate your territory [franchise agreement section 1.1].

2) Approve of your site. However, we do not assist in locating a site. That is your responsibility. However, we must approve of your site before a lease is entered into and you begin construction. Our decision to approve or disapprove the proposed site is based upon our estimation of how the proposed site will affect our marks, taking into account the following general criteria: access, appearance, traffic, general population, number of and types of businesses in the territory, parking, square feet, general vicinity, and other aspects that may affect our marks. We do not prepare demographic studies or otherwise determine a need for these services or products within your territory evaluate the potential success of your proposed site. Site approval or disapproval should be completed by us and notice provided to you in writing, within 2 weeks or less after you have notified us in writing of a prospective site. We do not lease properties to you and we do not assist you in negotiating the purchase or your lease of your site [franchise agreement section 4.1].

3) Make available general written specifications for equipment, signs, fixtures, opening inventory, supplies, and other items listed in Item 8. We will provide the name of approved suppliers, but we do not offer assistance in the purchase, delivery, or installation of any of these items [franchise agreement paragraph 7.1.1].

4) Provide you with the names of approved suppliers [franchise agreement paragraph 7.1.1].

5) Provide you preliminary design plans for your franchise business. You must adapt your franchise business to our general specifications at your own expense, in accordance with local, state, and federal laws, rules, and ordinances. Other than providing you with the general specifications, we do not assist you with the construction, remodeling or decorating of the premises [franchise agreement section 7.1].

6) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The manuals are confidential and will remain our property and may be used by you only in association with the Crumbl® franchise business and only during the term of the franchise agreement. You must keep your copy of the manuals at your Crumbl® franchise business at all times. You must keep the contents of all manuals confidential. The master copy of the manuals maintained by us will be controlling in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. The table of contents of the operations manual is included as Exhibit "G" to this disclosure document. Our operations manual is in electronic format, but we estimate that it is equivalent to approximately 277 pages [franchise agreement article IX].

7) Provide an initial training program for you, your primary owner, and your managers, described in detail below [franchise agreement section 7.3 and paragraph 6.1.4].

Site Selection and Commencing Operations

You will have 3 months from the date of the franchise agreement to have a site selected and have a lease in place for your franchise business. If within 3 months from the date of the franchise agreement you and we have not agreed on a site, you fail to have selected a suitable location, or you fail to have a lease in place for you franchise business, we may terminate the franchise agreement and your initial franchise fee will be forfeited [franchise agreement section 4.1].

Before the lease agreement is signed, we must approve of your location. You must ensure that you are the only cookie store in your shopping center or building [franchise agreement paragraph section 4.2.4]. Unless waived by us in writing, you must hire a local real estate broker familiar with retail/restaurant tenant representation to help you locate a site [franchise agreement section 4.1].

Construction must be started within 4 months from the date of the franchise agreement and be completed within 5 months from the date of the franchise agreement. You are required to begin operations within 30 days after construction is complete and not more than 6 months after your franchise agreement is signed [franchise agreement section 4.3].

Failure to meet these deadlines may result in a termination of the franchise agreement without a refund [franchise agreement article IV].

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 5 to 6 months. Factors affecting this length of time usually include obtaining a satisfactory site, financing arrangements, construction, local ordinance compliance, training, and delivery and installation of furniture, fixtures, equipment, signs, supplies, and opening inventory items. You are required to commence operations not later than 30 days following completion of your premises and in no case later than 6 months from signing this Agreement.

You must give us at least 30 days' written notice before opening your franchise business location. We have the right to inspect and approve your premises and operations prior to opening [franchise agreement section 4.4].

Assistance During Operation

During the operation of your franchise business, we will:

1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of, or change in, products and services [franchise agreement section 9.1]. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify. Other than modifications due to health or government mandates or guidelines, or public concerns, we will not obligate you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of the franchise agreement [franchise agreement paragraph 6.2.2(iii)].

2) At your reasonable request or at our discretion, provide assistance, either remotely or in person. For additional in-person assistance, you may be charged a fee and be required to cover travel, lodging, food, and other expenses [franchise agreement section 7.2].

3) Provide you with an email address which must be used in all correspondence and communications involving your franchise business. You are not allowed to use a non-approved email for business purposes involving the franchise business [franchise agreement paragraph 6.2.2(i)].

During the operation of your franchise business, we may:

4) Hold conferences to discuss improvements, new developments, mutual concerns and business issues. Attendance is mandatory for you, your primary owner, and all owners of your franchise entity. Currently, there is no conference fee. We may charge a charge a conference fee, and you may be required to pay all your travel, lodging, food, and other living expenses. These conferences will be held at various locations chosen by us [franchise agreement paragraph 6.1.13].

5) Make periodic inspections of your franchise business, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Upon our request, at reasonable times, you will provide to us a video and/or digital images of the interior and exterior of your franchise business as set forth in the manuals [franchise agreement paragraph 6.2.2(iv)].

6) Conduct additional seminars, which may be through online webinars, videos, live video conferencing or other electronic media, phone conference or in person, to discuss improvements, new developments, mutual concerns and business issues, sales, personnel training, delivery services, bookkeeping, accounting, inventory control, and performance standards. We may charge a seminar fee, and you may be required to pay all your travel, lodging, food, and other living expenses. Seminars are normally held at our headquarters or as available at regional facilities [franchise agreement paragraph 6.1.13].

7) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.2].

8) To the degree permitted by law, suggest retail price, specify maximum and minimum pricing above and below which you will not provide any goods or services [franchise agreement paragraph 6.1.11]. You must honor all coupon, price reductions and other programs established by us [franchise agreement section 6.2.2(ii)].

9) Replace defective products purchased directly from us, based on our standard limited warranty. For items purchased through third parties or an affiliate, you must work directly with your supplier or manufacturer of such items regarding warranties, defective products, training and support [franchise agreement section 8.4].

10) At your expense, require you to repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish your premises at any time as we may direct (including for required changes to trademarks and logos) to conform to the building design, color schemes and presentation of trade dress consistent with our then-current public image, including structural changes, new equipment, remodeling, redecoration of the furnishings, fixtures and décor and such modifications to existing improvements as may be reasonably necessary, such that all locations will have a generally similar look and appearance. You must complete all such updates and upgrades within 6 months of notice from us of the requirement to upgrade and otherwise remodel your franchise business as set forth above. In the event you relocate your premises to a new approved location, you must bring your new premises up to our then-current standards [franchise agreement section 6.1.8]. You must implement all changes within the time frames required by us.

Employment Matters

We do not assist you with the hiring, firing, managing, or compensation of your employees. That is your responsibility. We may provide you with an employee guide, manual, or driver agreement, but it will only be a sample of certain employment matters unless otherwise indicated by us. It is your responsibility to comply with local and federal employment laws [franchise agreement paragraph 6.1.9].

Advertising and Promotion

We may provide you with samples of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement sections 10.2].

At your request, we may assist you in the digital development of your advertising and marketing materials at a cost to you of $75 per hour or our then-current rate as set forth in the manuals. Marketing is primarily done by us. You may not develop advertising and marketing materials for your use without our prior written approval. The development of such materials will be done at your cost. Any advertising or marketing you create becomes our property and will be considered “works for hire” that can be used by us or other franchisees without compensation to you and may be made available on our website. All advertising must be submitted to us for approval prior to use. If you do not receive written approval or disapproval within 10 days of the date we received your submission, the materials submitted are deemed disapproved [franchise agreement sections 3.11 and 10.2-10.4 and paragraph 3.11].

Advertising Fund

Although, under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system, we currently maintain and administer a national advertising, marketing and development fund (referred to as the “advertising fund/brand development fund/marketing fund” in the franchise agreement) for local, regional or national marketing or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system [franchise agreement section 10.1].

You must contribute 2% of your gross sales per month to the fund. We and our affiliates contribute to this fund on the same basis as the franchisees, but we have one company-owned location that does not contribute to the fund [franchise agreement section 10.1].

We are responsible for administering the advertising fund. We will direct all uses of the advertising fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used regarding these programs (which may include all forms of digital and social media, Internet, radio, television, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (which may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement and allocation of these programs (which will be local or regional); and 4) the composition of all geographic territories and market areas for the development and implementation of these programs [franchise agreement paragraph 10.1].

We are not required to spend any amount on marketing directly in the area or territory where you are located. Advertising funds may be used to solicit additional franchisees, but this will not account for more than 50% of the fund [franchise agreement paragraph 10.1.2].

We may use the marketing fund to offset a portion of direct costs to manage and maintain the fund, including the payment of staff salaries and other expenses for those employees who may be involved in advertising fund activities.

Advertising Expenditures in the Last Fiscal Year

Any unused advertising funds in any calendar year will be applied to the following year's fund. The advertising fund is unaudited. You may request an unaudited annual report of marketing expenditures within 90 days of the end of each year. During the 2021 fiscal year, the marketing funds were used in the following ways: Media Placement (71.99%), Production (14.33%), Wages (13.08%), and Administrative Expenses (.61%).

Advertising Fund Council

No franchisee advertising council is anticipated at this time.

Other Marketing Funds

At this time, you are not required to participate in any other marketing funds or advertising cooperatives.

Internet and Social Media

You may not create a website or social networking site or engage in marketing on the Internet, including posting for re-sell, items on third party re-sell or auction style websites such as, eBay®, Craigslist or Amazon.com, for your franchise business without our prior written permission. If we do provide written approval to create your own website or social media for the franchise business, all content must be pre-approved by us in writing, and you are required to provide us administrative access, account information and other information related to any of your websites and social media. If we allow you to use social media in your business, all social media you develop or use must be attached only to the email address we provide to you or approve. Additionally, any website or social media you are allowed to create must be ADA compliant. You may be allowed to place pre-approved information concerning your franchise business on our website and social networking sites such as Facebook, Twitter, and Instagram as developed by us. You may not claim any web listing on sites such as Yelp or Yellowpages.com. You must strictly comply with our policies and procedures regarding websites, social media, and Internet marketing. We reserve the right to restrict your right to use these sites in the future [franchise agreement section 10.4].

You must at all times maintain and frequently check a valid email address known and available to us, to facilitate our communication with you.

Computer / Point of Sale System

You are required to purchase an apple computer system as designated by us. We require the use of our point of system to be purchased from us or a designated supplier. The POS system will provide:

- Reporting of sales
- Time keeping for employees
- A customer data base
- Gift card tracking
- Credit card payment
- Coupon tracking

You are required to participate in our gift card program and accept Crumbl® gift cards at your location.

We will have independent access to the information and data collected or generated by the computer and the POS. There are no contractual limits on our rights to do so. You must keep these systems available for our access 24 hours a day, 7 days a week. We may require updates and upgrades to your computer hardware, software and POS system at your expense during the term of the franchise agreement. There are no contractual limitations on our right to do so. We estimate the annual costs to maintain, upgrade and support your computer to be between $0 and $1,000. We are not required to maintain, repair, update and/or upgrade your computer or POS system. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the computer or POS system. [franchise agreement paragraph 6.1.12]. For defective equipment, products, software or other items purchased by you, you must deal directly with that manufacturer. We are not responsible for claims or damages incurred by you as a result of you using our POS system [franchise agreement section 8.5].

The estimated cost for the purchase of the apple computer is approximately $1,500. The estimated cost for the purchase of the point-of-sale system is $1,000, and the software company currently charges ongoing fees depending on the type of payment, ranging from 2.5% - 3.5% and 10¢ - 15¢ per transaction. More information on the type of fees can be found here: https://squareup.com/pricing.

Loyalty Programs

You are required to participate in the loyalty, gift card, discount, and coupon programs as developed by us [franchise agreement paragraph 6.2.2(ii)].

Accounting

We also require you to use the QuickBooks Online accounting system. Currently, QuickBooks Online is provided via a monthly subscription fee of approximately $70 per month. We require that we have independent access to your account. We also reserve the right to require you to follow our accounting procedures and line items, including standardized profit and loss statement templates, balance sheet templates, and charts of account as we may designate [franchise agreement section 5.5 and paragraph 6.1.12 (i)].

You will be required to use only the standardized profit and loss statement templates and balance sheet templates that we will provide you [franchise agreement section 5.5(i)].

Merchant Provider

At your sole cost and expense, you are required to use our designated merchant services or payment processor, and to pay all monthly, annual, service, and upgrade fees. The required or designated provider may change at any time and you are required to comply with any changes and are solely responsible for the fees associate with any changes [franchise agreement paragraph 6.1.12(iii)].

Communication

We will set up an initial email account at no cost to you. You must only use this account in all communications regarding your franchise business [franchise agreement section 5.10].

Area Development Agreement

Your rights under the area development agreement are territorial only and do not give or imply a right to use our trademarks or system. Our only obligation is to provide a territory where you have the option to develop the number of Crumbl® franchise businesses provided in the area development agreement. After you have identified a potential site for a location, we must approve the location. Our approval of the site and the territory boundaries of the franchise business will be determined solely by us and based on our then-current standards [area development agreement paragraph 2.1 and franchise agreement section 1.1].

Miscellaneous

We may approve exceptions to our changes in the uniform standards for you or any other franchise that we believe are necessary or desirable based on particular circumstances. You have no right to object to this variance yourself. We may deny any or all of the above services to you while you are in breach of the franchise agreement or in default in the discharge of any of your obligations to us [franchise agreement sections 7.8 and 20.15].

Initial Training

Your primary owner and your manager(s) are required to successfully complete our initial training program prior to opening of your franchise business, the first part of which is an online self-guided training course which takes approximately 30 to 40 hours to complete. We may require, at our discretion, a second portion of training, which is an in-person training conducted by our trainers at our training facility in Orem, Utah (or another location designated by us), which currently lasts around 9 to 10 days. The first and second (if we require) parts of the initial training must be completed at least 4 weeks before you open. The third and final part of the initial training is an in-person training conducted by our field trainer at your store for around 7 to 10 days. If you have already opened a Crumbl® franchise location, then this third portion of initial training will last around 5 days. This typically will occur during and through your grand opening. We may send one or multiple field trainers, in Our discretion, to Your location during this training. The total length of training is generally 20 to 25 days, but could be longer if your primary owner or Your designated manager fails to successfully complete the training. If this is your first Crumbl® franchise, then the initial training fee is $8,000. If you have already successfully passed our initial training session, then the initial training fee is $4,000 [franchise agreement section 7.3 and paragraph 6.1.4].

You must provide us a valid certificate of occupancy for your premises before we send any representatives to provide in-person training at your premises. If you postpone or reschedule the opening of

your business from the date originally set by you, you must reimburse us for all of our costs to reschedule our opening assistance for you. Successfully completion of the initial training program is determined by our trainers and training must be completed to our satisfaction. Failure to have your primary owner and your manager to successfully complete initial training is a default of the franchise agreement. You must pay for the travel, lodging, food, salaries, and other expenses of your attendees. Each person must attend the same in-person training session. The estimated cost of initial training is listed in Item 5 and Item 7 and is estimated to be between $20,000 to $30,000.

For reference, the "primary owner" is: a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns the majority of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealing with us.

After the initial training, you must notify us within 30 days of hiring any new manager or selecting a new Primary Owner. Any new primary owner and manager must complete initial training, which training will be provided by us from time to time at your location, our headquarters, or another location designated by us. This training includes an online self-guided training course as well as instruction by our field trainer(s). Our fee for this additional training is currently $4,000 per person to be trained and the in-field portion is conducted at your franchise business, except that if your attendee can attend another training session that has already been scheduled for another franchisee, the additional training fee will be reduced to $500 per person to be trained. You must pay for the travel, lodging, food, salaries, and other expenses of your attendees. Attendees must sign a non-disclosure agreement before attending training [franchise agreement paragraph 6.1.4(ii)].

Each attendee of a training program may be required to successfully pass the technical exam with a passing score of 85% as a prerequisite to completing the training and/or achieving operating manager's status with Crumbl®. Attendees must sign our brand protection agreement before attending training.

This initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management. Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training.

TRAINING PROGRAM

Subject	Hours of Classroom or Online Training	Hours of on-the-Job Training	Location
Digital Marketing and Technology	1 to 2	2 to 4	Online/Your Premises
Crumbl Academy Assignments	8 to 10	0	Online/Your Premises
Inventory/Ordering	1 to 2	6 to 8	Online/Your Premises
Scheduling/Employee Matters	1 to 2	2 to 4	Online/Your Premises
Cookie Quality	1 to 2	10 to 12	Online/Your Premises
Operations/Deliveries	2 to 4	25 to 30	Online/Your Premises
Food Safety/Cleaning	1 to 2	6 to 8	Online/Your Premises

Subject	Hours of Classroom or Online Training	Hours of on-the-Job Training	Location
Opening Week/Grand Opening	1 to 2	4 to 6	Online/Your Premises
Totals:	16 to 26	55 to 72	

[1]The entire training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time period allocated to the subjects actually taught to you and your personnel may vary based on the experienced of those persons being trained.

Our trainers may include the following individuals:

Sawyer Hemsley

Sawyer Hemsley is a Founder of Crumbl Franchising, LLC. Sawyer is also a manager of the company and the executive officer in charge of training. Sawyer has held this position since the inception of the company in 2018. Sawyer was one of the founding members of Crumbl® and helped develop the system from the ground up. Additionally, Sawyer is a member and manager of Crumbl, LLC, and was actively involved with the day-to-day operation of a company-owned location in Logan, Utah from August 2017 to the August 2018 and a company-owned location in Orem Utah since January 2018. Sawyer has been involved in the training of Crumbl's franchisees since the inception of the company in 2018.

Abigail Olson

Abigail Olson is the Vice President of Training at Crumb Franchising, LLC. She has held this position since February 2021. Prior to that she was the Director of Training and Development at Crumbl Franchising, LLC from February 2020. Abigail worked as a Corporate Field Trainer at Crumbl Franchising, LLC from March 2019 until February 2020.

Field Training Team

Crumbl Franchising, LLC employs a team of approximately 35 to 60 field trainers. Their field training experience ranges from 0 to 3 years and they come from a diverse educational and business backgrounds.

We will provide access to our manuals during training and other handouts to facilitate training.

Annual Manager Training

At our discretion, once each calendar year, at a time designated by us, your primary owner and designated manager shall meet with our representatives at a location specified by us, for the purpose of discussing and reviewing your operations, training, status, and financial performance. We charge a fee of $250 per person for such training session. The cost of travel, food, lodging, salaries, and other expenses of you and your attendees will be borne by you [franchise agreement paragraph 7.3.4].

We may also require you to implement a training program related to brand and trademark quality control for your employees in accordance with our manuals and all other training programs as may be specified by us from time to time [franchise agreement paragraph 7.3.2].

Interim Training

In the event of your poor performance or noncompliance with the franchise agreement or our manuals or, we may elect to provide additional training as we deem advisable for a fee. Our current fee for such training is $500 per trainer, per day. In addition, you must also pay all travel, lodging, food, and other expenses for our representative(s) and your attendees and other expenses that may be incurred by us to perform such services. Such training will take place at your location or another location that we designate.

At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12
TERRITORY

Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks solely within a specific geographic area, the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory

The specific size of your territory is set by us based upon the population density, the business base in the territory, whether your location is in a metropolitan or rural area, and other comparable factors. There is no minimum size for a designated territory, but our territories are generally set between 1 to 2 miles from your premises in all directions. We may set the boundaries of your territory based on zip code, boundary streets, highways, county lines, designated market area, radius from a specific address, and/or other recognizable demarcations. We will generally not place another traditional Crumbl® franchise unit within the written boundaries of your territory. We have the right to adjust the boundaries of your territory or more or at the end of your initial franchise term or if the population of the territory increases to 100,000.

Territory Restrictions

You are restricted to operations from the approved franchised premises and may not, without our prior written approval, open or operate another outlet whether inside or outside the territory, or to provide mobile or off-site services. You may not service customers within another franchisee's territory. You must actively sell your franchise business products and services in your territory. You do not have the right to sell products or services through other channels of distribution, including the Internet, via apps or social media, except as expressly permitted by us. You must obtain our prior written permission if you want to relocate your franchise. Our decision to approve or disapprove the relocation is based upon our estimation of how the proposed new site will affect our marks, taking into account the following general criteria: access, appearance, traffic, general population, number of and types of businesses in the territory, parking, square feet, general vicinity, and other aspects that may affect our marks.

Relocation

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. You must give us at least 60 days' prior written notice of your desire to relocate. You must obtain our prior written permission if you want to relocate your franchise, and you must be able to demonstrate to us that you have the financial ability to relocate. Approval to relocate is based on the then-

current criteria used in approving a new franchisee's proposed site. You must pay us a relocation fee to cover our costs to review relocation, whether or not we approve the relocation.

Minimum Sales Requirement

Your franchise agreement is dependent upon achievement of a minimum sales volume, market penetration or other contingency. Specifically, starting in the first full calendar year in which you are in business and for each calendar year thereafter, you must achieve a minimum of $100,000 in annual gross sales. Failure to meet this requirement may result in the creation of a sales performance plan with us in which you will be given a period of time in which to increase sales to achieve this requirement or face possible termination of the franchise agreement.

Advertising Within and Outside the Territory

Other franchisees may advertise within your territory and you may advertise within other territories, subject to our prior written approval.

Options to Acquire Additional Franchises

You do not receive the right or option to acquire additional franchises.

Exclusive Territory

You will not be assigned an exclusive territory for your franchise business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or company owned unit using the trademark within your territory.

Non-Traditional Outlets

We and our affiliates, either personally or through agents and representatives, exclusively reserve the right to sell Crumbl® products and outlets through non-traditional franchises at our discretion, both within and without your territory, without paying compensation to you. These franchises may include locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations.

Our Rights to Use Channels of Distribution in Your Territory

We and our affiliates exclusively reserve the right to sell, market and distribute Crumbl® products and products under other brands we control both within and outside your territory using other marketing strategies and distribution channels, such as the Internet, via apps, social media, catalogs and other direct sales methods, to or through retail and wholesale outlets, and co-branding with other outlets, etc. Through these other marketing strategies and distribution channels we may sell similar products or services in your territory under the same or different trademark, without compensation to you.

Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark, but we reserve the right to do so in the future.

We expressly reserve the right to sell, market and distribute the Crumbl® products and related products to all national accounts, both within and without your territory. A "national account" is defined as a company with multiple units or outlets located in more than one geographical area or territory. We will designate if and how franchisees will sell or service national accounts.

Area Development Agreement

As an area developer, you will be assigned a limited non-exclusive territory over which you will have development authority. You may face competition from other franchisees, from units that we own, or from other channels of distribution or competitive brands that we control. The size of your development territory is to be negotiated. The written boundaries will be included in your area development agreement. The schedule of units to be developed in your territory are negotiated between you and us. To maintain your territorial rights, you must develop a set number of franchise businesses in accordance with the development schedule. The territory boundaries of the individual franchise businesses within the development territory will be determined solely by us and will be based on our then-current standards.

We, or our affiliate, either personally or through agents and representatives, reserve the right to sell and market Crumbl® outlets in non-traditional locations and large institution-type locations both within and without your development area. These franchises may include locations at convention centers, sporting arenas, airports, national accounts, bookstores, malls, grocery and convenience stores, military bases, universities, departments stores, hospitals, industrial sites, or other similar locations. These franchisees have the right to operate and open non-traditional franchises at these non-traditional and institutional locations.

We or our affiliate either personally or through agents and representatives also reserve the right to sell, market and distribute all Crumbl® products and services using our trademarks or other marks, or to sell, market and distribute other products and services using other principal trademarks or brands we control through alternate channels of distribution including by direct mail, telemarketing, infomercials, the Internet, general media marketing, retail units and national business accounts both within and without your development area.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

We grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Our affiliate, Crumbl IP, LLC, currently owns the Crumbl® trademarks and has granted a perpetual, non-exclusive license to us to franchise the trademarks. This license may only be terminated with the authorization of Crumbl IP, LLC and us. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks in this franchise offering.

Under a license agreement entered into between Our affiliate Crumbl IP, LLC and us in 2019, we were granted the right to use and sublicense the trademarks in perpetuity until terminated as provided in the license agreement. The license may be terminated for our default**.** The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register. All required affidavits and renewals have been filed.

Registration/ Serial No.	Word or Design Mark	Registry	Registration/ Filing Date	Status
5,910,669	CRUMBL	Supplemental	November 12, 2019	Registered
5,855,051		Principal	September 10, 2019	Registered
6,305,598		Principal	March 30, 2021	Registered
97,312,970	CRUMBL	Principal	March 15, 2022	Pending

If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. Because we are a new company and brand, we are still developing our trademark, trade dress, and intellectual property. If we decide to change our trademark, trade dress, or intellectual property, you will be required to adopt these changes at your expense.

Registered Domain Names

We have registered, among many others, the Uniform Resource Locators (domain names) https://crumblcookies.com. You may not register or own a domain name using our trademark or any derivative of our trademark in a domain name, and you may not create or register any domain name in connection with your franchise business or the franchise system without our prior written permission.

Use of the Trademark

You must use all trademarks in strict compliance with our manuals and Crumbl® system. You must promptly modify or discontinue the use of a trademark at your cost, if we modify or discontinue it. You are prohibited from using any trademark as part of your corporate name, but you must use the name Crumbl® as part of an assumed business name or dba ("doing business as") registered with the applicable governmental authority. This use is non-exclusive. You cannot make application for registration or other protection of Crumbl® names, derivatives or any other trademark used by us.

You may only use the trademarks with the letters "™" or "℠" or "®" as appropriate. You are prohibited from using any trademark in the sale of any unauthorized product or service or in any manner not expressly authorized in writing by us. You are required to adhere fully and strictly to all security procedures required by us for maintaining the secrecy of proprietary information.

Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks, except as stated below.

Superior Prior Rights and Infringing Uses

We are aware of a company operating under the unregistered trademark: Crumbles Cookies, located in Corona, California, which may have superior rights in the trademark in or near the city of Corona, California. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost. We filed suit against Crumbles Cookies on July 30, 2021. The parties entered into a settlement agreement on August 24, 2021, in which we agreed not to enter into a franchise agreement for a Crumbl® location within a two-mile radius around Crumbles Cookies' current location, among other terms.

We are aware of a company named Crumble LLC operating under the unregistered trademark: Crumble Coffee and Bakery, located in Bloomington, Indiana, which may have superior rights in the trademark in and around the Bloomington, Indiana area. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost. Crumble Coffee and Bakery has filed a complaint regarding the use of the name "Crumbl" against one of our franchisees in the Monroe Circuit Court (Cause No. 53C01-2107-PL-001532).

We are aware of a company named Crumble Cookie Bar located in Englewood, New Jersey, which may have superior rights in the trademark in and around the New Jersey area. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost. We filed a complaint in the United States District Court for the District of New Jersey against Crumble Cookie Bar on or around February 22, 2022.

We are aware of a company named Crumbl Cakes and Bakes located in Staunton, Virginia, which may have superior rights in the trademark in and around the Virginia area. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost. We believe Crumbl Cakes and Bakes is infringing our trademarks. We sent a letter on January 28, 2022, demanding that they change their name, among other things.

We are aware of a company named Crumble & Cream operating in Kansas, Oklahoma, and Texas, which may have superior rights in the trademark in and around these areas. These superior rights could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost. We believe Crumbl & Cream is infringing our trademarks. We sent a letter on February 15, 2022, demanding that they change their name, among other things.

We are aware of a company named Crumb Cookie operating in New York, which may have superior rights in the trademark in this area. These superior rights could materially affect your use of the trademarks

in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost. We are currently evaluating if Crumb Cookie is infringing our trademarks.

We are aware of a company operating under the name Crave Cookies, which currently has several locations in Utah and possibly other states. We are currently evaluating if Crave Cookies is infringing our trademarks.

In addition, prior to registration of our trademarks, Chip Cookies, LLC, on or around April 24, 2019, requested a 90-day extension of time to file a notice of opposition against the trademarks (Reg. No. 5,855,051) in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board, but did not file an opposition statement.

There may be other persons or companies that may have or claim superior rights to our trademarks, which could materially affect your use of the trademarks in your territory and may require you to change and modify your interior décor, uniforms, and signage and other aspects of your Franchise Business, or defend against an infringing trademark claim. Such changes and expenses, if any, will be done at your cost.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We will have the discretion to take the action we deem appropriate. We are not obligated to protect any rights which you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the trademarks, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the marks. We are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademark.

You may not contest, directly or indirectly, our right and interest in our trademarks, names or marks, trade secrets, methods, and procedures that are part of our business and agree to execute documents and assurances necessary to effectuate these provisions. Any goodwill associated with the trademarks or system belongs exclusively to us.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our manuals with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we, or our parent or affiliate, claim protected trade secrets and copyrights in parts of our franchise system.

We claim other copyrights in sales literature and marketing materials that we, or our franchisees, develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us.

Proprietary Information

You may use the proprietary information in our manuals, and then only in connection with the system. The manuals may not be copied. The manuals must be returned to us or permanently deleted by you upon termination, transfer or non-renewal of your franchise agreement. As mentioned above, portions of the "system" are a trade secret or confidential and proprietary to us. You must also promptly tell us when you learn about unauthorized use of our manuals and any other proprietary information We are not obligated to take any action but will respond to this information as we believe appropriate. If applicable, we have the right to control any administrative proceedings or litigation. We are not required to defend or indemnify you for any damages from a proceeding based on patents or copyright. You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, in our reasonable discretion.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

Improvements to the System

If you conceive or develop any improvements to the system, you must fully disclose the improvements to us, without disclosure the improvements to others and will obtain our written approval before using or implementing the improvements. All improvements you make to the system will be owned by us and considered a "work for hire" as defined in Section 101 of Title 17 of the United States Code.

Superior Prior Rights and Infringing Uses

There are presently no known superior rights in or infringing uses of the copyrights or patents that could materially affect your use of the copyrights or patents in your territory.

If you or we, during the term of your franchise agreement or any interim period, conceive or develop any improvements, changes, modifications, enhancements or additions to the Crumbl® system, our copyrighted materials, manuals, website, social media, marketing materials, apps, or any other documents or information pertaining to or relating to the system, or any intellectual property related to the system or any creative concepts, marketing and promotional ideas or inventions related to the system, whether implemented in the system or not, (collectively the "improvements"), you will fully disclose the Improvements to us, without disclosing the improvements to others and will obtain our written approval before using or implementing the improvements. All improvements you create will be owned by us and considered a "work-for- hire" as defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). If all or part of any improvement or a derivative thereof, that you create is, for any reason, deemed not to be a work-for-hire, then you hereby irrevocably transfer and assign to us or our affiliate, all right, title, interest and ownership including license rights, in the improvement or derivative, and you agree to execute any document necessary to effectuate the transfer and assignment. To the extent you have any moral or similar rights in an improvement or derivative, you expressly waive those rights. Any improvement may be used by us and all other franchisees without any obligation to compensate you. We reserve the right to make application for and own intellectual property relating to any such improvement, and you will cooperate with us in securing these

rights. We may also consider any improvement as our trade secrets. At our discretion, we may authorize you to utilize any improvement that may be developed by you, us or other franchisees.

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

Participation and "On Premise" Supervision

Your primary owner must personally participate in the direct operation and supervision of the franchise business on a full-time basis for at least the first 60 days of operation. Thereafter, we require on-premises supervision by your primary owner or your designated manager who must be certified by us to manage your franchise business. You primary owner must work sufficient hours to operate your franchise business or supervise your manager so that your franchise business is operating at maximum capacity and efficiency.

You must also maintain sufficient supplies and materials and employ adequate personnel to operate the franchise business at maximum capacity and efficiency. Your primary owner must conduct frequent inspections of the franchise business to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods.

You must have at least your primary owner or one store manager trained by us on-site at your franchise business during the majority of your store's operating hours. Your primary owner and store manager must be available for communication with us and your store during all operating hours. Such store manager must have at least a 5% profit-sharing interest in your franchise business upon hiring. You shall notify us that you have granted such profit-sharing interest prior to opening your franchise business. You store manager may not manage more than one Crumbl® store at a time. Although we do not require your primary owner to be involved in the day-to-day on-premises management, except as required above, your primary owner is required to participate in your franchise business as follows: (i) be directly responsible for all accounting, reporting, bookkeeping, and decision-making regarding your franchise business; (ii) attend and complete all training and retraining courses required by us; (iii) attend any annual or special meetings of franchisees called by us; (iv) be directly involved with site selection, construction, remodeling and all financial components of the franchise business; (v) be involved directly in all personnel decisions affecting the franchise business; and (vi) conduct frequent inspections of the franchise business operations to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods.

Who Must Attend and Successfully Complete Training

Your primary owner and at least one manager, if separate from you, must complete the initial training program. We do not put a limitation on whom you can hire as your manager, but your manager and any subsequent manager must complete and pass our training program before they can manage a franchise business. To pass training, your manager must demonstrate competence in several areas of running a franchise business. These areas include: knowledge of basic policies and procedures, minor equipment assembly, customer service, equipment maintenance and sanitization, daily operations, record keeping, basic accounting techniques and ability to train employees.

No Competing Enterprises

Neither you, your primary owner, nor your management employees can have an interest in or business relationship with any cookie, bakery, or dessert business, including any business whose gross sales total more

than 10% in any of the following products: donuts, ice cream, or other treats or desserts, or other business offering products or services competitive to those of Crumbl, during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, shareholders, and primary owner will be required to sign our standard principal brand protection agreement to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17. (See franchise agreement exhibit A-4) Your employees will also be required to sign a brand protection agreement, and that agreement also imposes certain non-competition restrictions on management employees. Some states may impose certain restrictions on non-competition agreements. It is your responsibility to conform it to the laws and regulations of your state (see franchise agreement exhibit A-5).

Required Operations

You must operate the franchise business at 6 days per week throughout the year, from 8:00 a.m. until midnight, throughout the year (unless waived in writing by us), except for the following holidays: New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. You may not operate the franchise business, including permitting or requiring you or your employees to be inside your franchise premises, on Sunday, except for bona fide emergencies or as otherwise permitted by us in writing. We reserve the right to require you to operate more frequently or at different times.

Personal Guarantees

Any individual who owns any interest in the franchise business must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide and sell only those products and services specified and approved by us in writing. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you will be required to offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all of products and services. You may sell such approved products and services to all customers within your territory, except that we exclusively reserve the right to sell Crumbl® products and outlets through non-traditional franchises at our discretion, both within and without your territory, without paying compensation to you, as further described above in Item 12.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	Provision	Section in Franchise or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The term is 5 years. The franchise term will begin upon signing the franchise agreement.
b.	Renewal or extension of the term	Section 2.2	If you are in good standing at the end of a franchise term, you have 2 successive options to enter into successor franchise agreements for additional terms of 5 years each. Your successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must, among other things, not be in default, pay a successor franchise fee, modernize your franchise business to the then-current standards, sign a general release (subject to applicable state law), and sign the then-current franchise agreement, which may have materially different terms from the previous agreement. You are required to give us notice of your intent to renew between 6 and 12 months prior to the expiration of your franchise agreement (subject to state law).
d.	Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement (subject to applicable state law). Nevertheless, after 1 year of operating your franchise, you may terminate the franchise agreement upon 90 days written notice and paying us $25,000 and signing a release agreement (subject to applicable state law). After 2 years of operating Your Franchise Business, you may terminate this Agreement by paying a fee of $15,000 and executing a mutual termination and release agreement (subject to applicable state law). However, some states may allow you to terminate as permitted by state law.

	Provision	Section in Franchise or other Agreement	Summary
e.	Termination by franchisor without cause	Section 11.1; Section 10.3 of the Area Development Agreement.	We must have cause to terminate the franchise agreement. If this agreement is terminated for any reason, we may terminate your area development agreement upon written notice to You.
f.	Termination by franchisor with cause	Section 11.1; Section 10.3 of the Area Development Agreement.	We can terminate if you materially breach and fail to cure. We may also terminate if your immediate family member has any interest in a competing business. There are certain breaches for which we can terminate without giving you an opportunity to cure (see (h) below). If this agreement is terminated for any reason, we may terminate your area development agreement and any other franchise agreements upon written notice to You.
g.	"Cause" defined - non-curable defaults	Paragraphs 11.1 A-R; Section 10.3 of the Area Development Agreement.	Non-curable defaults include conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, and trademark misuse. If this agreement is terminated for any reason, we may terminate your area development agreement upon written notice to You.
h.	"Cause" defined - curable defaults	Paragraphs 11.1 S-X; Section 10.3 of the Area Development Agreement.	You have 24 hours to 30 days to cure certain material defaults of the franchise agreement. If this agreement is terminated for any reason, we may terminate your area development agreement upon written notice to You.
i.	Franchisee's obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, and compliance with the brand protection agreement, etc., (see also (r) below).
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	"Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, ownership change, the sale of substantially all of your assets, etc.

	Provision	Section in Franchise or other Agreement	Summary
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.8	Conditions to transfer include that you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for new transferee arranged, new transferee signs the then-current franchise agreement, a release is signed by you, etc. These conditions are subject to state law. (See state specific addenda.)
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We can match any offer for your franchise business or business assets within 60 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Section 13.1	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 60 days. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all of your rights and interests in and under the franchise agreement and your franchise business at fair market value (subject to applicable state law).
p.	Death or disability of franchisee	Section 14.10	Within 180 days of death or disability, your new Primary Owner must be appointed, approved, and a new manager must be trained, if applicable, or the franchise must be assigned to an approved buyer. We have the right to operate your franchise business until a trained manager is in place for which fees will apply. We have the right to approve of your heirs and personal representative and new Primary Owner.

	Provision	Section in Franchise or other Agreement	Summary
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in competing business anywhere without our written consent, subject to state law.
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 3 years within your former territory or within 25 miles of your territory or within 25 miles of any other Crumbl® franchise or company or affiliate owned Crumbl® business (including after assignment). If you compete within the time period then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months, subject to state law. For a period of 2 years from termination, transfer, or expiration of your franchise agreement, you must also not divert or attempt to divert any business or customer from us or our franchisees or injure our goodwill; influence or attempt to influence your previous clients or other franchisees to discontinue their contracts with us.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.
t.	Integration / merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). All representations and promises outside the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, no provision in the franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document. Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable.

	Provision	Section in Franchise or other Agreement	Summary
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes there must be a face-to-face meeting, mediation and arbitration/litigation (see state specific addenda). All disputes must be resolved by arbitration in Utah (subject to applicable state law).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Salt Lake County or the county where our then-current headquarters is located (subject to state law).
w.	Choice of Law	Sections 19.1 and 19.5	Utah law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Area Development Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Area Development Agreement

	Provision	Area Development Agreement	Summary
a.	Length of the Area Developer Agreement	Section 3.4 & Exhibit B	The term is the negotiated development period
b.	Renewal or extension of the term	Not Applicable	Not Applicable
c.	Requirements for developer to renew or extend	Not Applicable	Not Applicable
d.	Termination by developer	Not Applicable	Rights to terminate are subject to state laws.
e.	Termination by franchisor without cause	Sections 9.1.4 and 10.2	We must have cause to terminate the area developer agreement, except if we determine, in our sole discretion, that you are not well suited to acting as a Crumbl® area developer. After termination of the area development agreement, so

	Provision	Area Development Agreement	Summary
			long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in default and continue to faithfully perform the terms and conditions of such franchise agreement(s).
f.	Termination by franchisor with cause	Sections 9.1 and 10.2	We can terminate if you are in default of your agreement. In the event we terminate your area developer agreement, you may continue to own and operate all units that you have developed and that are in compliance and not in default and each unit continues to faithfully perform the terms of each franchise agreement. After termination of the area development agreement, so long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in default and continue to faithfully perform the terms and conditions of such franchise agreement(s).
g.	"Cause" defined – curable defaults	Sections 9.1.2, 9.1.3, and 10.2	You have 45 days to cure a development schedule default and 30 days to cure certain other material defaults of the area developer agreement. After termination of the area development agreement, so long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in

	Provision	Area Development Agreement	Summary
			default and continue to faithfully perform the terms and conditions of such franchise agreement(s).
h.	"Cause" defined – non-curable defaults	Section 9.1.1 and 10.2	Non-curable defaults: conviction of felony, fraud, failure to pay, insolvency, repeated defaults even if cured and abandonment, defaults of any of your franchise agreements, etc. After termination of the area development agreement, so long as you are not in default under the terms and conditions of your respective franchise agreement(s), you may still continue to own and operate your individual franchise units, so long as You are not in default and continue to faithfully perform the terms and conditions of such franchise agreement(s).
i.	Developer's obligations on termination/non-renewal	Section 10	We may sell in your development territory and you may continue as a franchisee pursuant to your signed franchise agreements.
j.	Assignment of contract by franchisor	Section 12.1	No restrictions on our right to assign.
k.	"Transfer" by developer - defined	Section 12.2	Includes assignment and transfer of contracts, security interests and ownership change.
l.	Franchisor approval of transfer by developer	Section 12.2	We have the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 12.2	You are not in default, transferee is trained and signs the then-current area developer agreement, and a release signed by you.
n.	Franchisor's right of first refusal to acquire developer's business	Section 12.4	We can match any offer for your business within 60 days of written notice to us of the offer.

	Provision	Area Development Agreement	Summary
o.	Franchisor's option to purchase franchisee's business	Not Applicable	
p.	Death or disability of developer	Section 12.5	Your heirs or personal representative will have the right to continue to fulfill your obligations under this Agreement; provided that, we have the right to approve or reject of such heirs or personal representative, in our sole discretion. If we give such approval, your heirs or personal representative must, within a reasonable time (not more than 60 days) after such death or incapacity (or such longer period required by the laws of the state where your franchise business is located), appoint a personal representative who must be approved by us or the agreement must be assigned or transferred to a buyer approved by us.
q.	Non-competition covenants during the term of the Area Developer Agreement	Section 11.1	No involvement in a competing business. Provisions are subject to state law.
r.	Non-competition covenants after the developer is terminated, transferred or expires	Section 11.2	No competing business for 3 years within 25 miles of your territory or within 25 miles of another then-existing Crumbl® franchise or company or affiliate owned business (including after assignment). If you compete within the time period then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months. Non-competition provisions are subject to state law.

	Provision	Area Development Agreement	Summary
s.	Modification of the agreement	Section 16.8	Modifications must be made in writing and signed by both parties; policies and procedures are subject to change by us.
t.	Integration / merger clause	Section 16.8	Only the terms of the area developer agreement are binding (subject to state law). All representations and promises outside the disclosure document and area development agreement may not be enforceable. Notwithstanding the foregoing, no provision in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Section 15.2	Except for certain claims, all disputes must be mediated and arbitrated in Salt Lake City, Utah (subject to state law – see state specific addenda.)
v.	Choice of forum	Section 16.2	Arbitration must be in Salt Lake City, Utah. Litigation, if any, must be in Salt Lake City, Utah (subject to state law – see state specific addenda).
w.	Choice of Law	Section 16.2	Utah law, the Federal Arbitration Act and the United States Trademark Act apply (subject to state law – see state specific addenda).

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.

FRANCHISE LOCATION AVERAGE PERFORMANCE

The representation made below is an historic financial performance representation of a subset of Crumbl® locations that operated continuously through all of 2021. The total number of franchised outlets that existed at the beginning of 2021 and operated continuously through 2021 was 140, which equates to approximately 43.11% of the total franchised locations that were operating at the end of 2021. 25 of these stores did not timely submit their final and complete financial data as of the issuance date of this disclosure document and are not included in this data set. The following data represents the average, high, median, and low 2021 calendar year financial data for such 115 Crumbl® locations. The chart shows the Total Revenue, Gross Profit, Gross Margin, Net Profit, and Net Margin (defined below) for the 2021 Calendar year from such locations. These locations operated in several states across the United States. These locations serve the same type of goods that you will be serving. These locations are each within territories of approximately 40,000 to 125,000 people. Your location will likely face different competition, costs, customer preferences, population numbers, and other factors.

2021 Calendar Year	Average	High	Median	Low
Total Revenue	$1,687,731	$3,639,139	$1,582,090	$734,278
Gross Profit	$749,555	$1,771,793	$707,912.53	$282,380
Net Profit	$357,512	$618,102	$279,212	$33,260

*Out of the pool of such 140 Crumbl® locations that operated continuously for the 2021 calendar year, (A) 48 locations (approx. 34.3%) met or surpassed the average Total Revenue, (B) 56 locations (approx. 40%) met or surpassed the average Gross Profit, and (C) 57 locations (approx. 40.7%) met or surpassed the average Net Profit.

**The data for the Gross Profit and Net Profit above are based on the Total Revenue for a particular column. If there are an even number of stores in the data set, the Median is the average of the two median values of Total Revenue.

***The Net Profit may include operating costs that may not be applicable for all users of these statements. These costs include officer wages, guaranteed payments, corporate benefits and perks, and other indirect costs.

****Note that the total franchised locations that were operating at the end of 2021 was 326, but 211 of these locations were not included in the data set above because these were either new locations that were not opened and operating for the entire year in 2021 or failed to timely submit their final and complete financial data to us.

Definitions

"Average Month" or "Average Monthly" refers to the respective average-monthly Total Revenue, Gross Profit, Gross Margin, Net Profit, and Net Margin of all 140 Crumbl® locations that operated continuously for the 2021 calendar year.

"Gross Margin" means Gross Profit divided by Total Revenue.

"Gross Profit" means Gross Sales minus cost of goods sold, including food goods, labor, and payroll taxes.

"Net Profit" means Gross Profit minus all ordinary and recurring operating expenses, interest, income taxes, depreciation, and amortization.

"Net Margin" means Net Profit divided by Total Revenue.

"Total Revenue" means total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns.

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

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

In light of the worldwide COVID-19 pandemic, we have recommended or required changes to the system, such as social distancing; curbside pickup, allowing only one customer in the store at a time; reducing store hours, greater sanitization procedures; adherence to governmental orders or recommended closures or self-quarantine procedures; and other modifications to our operations. We may change other aspects of our system in order to adapt to the longer-term impacts of the pandemic. The 115 Crumbl® franchise locations mentioned above and that were opened and operating for the entire year in 2021 have implemented such changes.

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

Other than the preceding financial performance representation, Crumbl Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jason McGowan at franchising@crumbl.com and (801) 369-7112, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	15	54	+39
	2020	54	141	+87
	2021	141	326	+185
Company Owned	2019	1	1	+0
	2020	1	1	+0
	2021	1	1	+0
Total Outlets	2019	16	55	+39
	2020	55	142	+87
	2021	142	327	+185

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2019 to 2021

	Year	Number of Transfers
Colorado	2019	0
	2020	0
	2021	1
Georgia	2019	0
	2020	1
	2021	0
Idaho	2019	1
	2020	0
	2021	3
Kansas	2019	0
	2020	1
	2021	0
Michigan	2019	0
	2020	1
	2021	0

Missouri	2019	0
	2020	0
	2021	1
North Carolina	2019	0
	2020	0
	2021	1
Oklahoma	2019	0
	2020	1
	2021	0
Tennessee	2019	0
	2020	1
	2021	0
Texas	2019	1
	2020	2
	2021	0
Utah	2019	1
	2020	2
	2021	2
Total	2019	3
	2020	9
	2021	8

Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Alabama	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	3	0	0	0	0	4
Alaska	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Arizona	2019	0	11	0	0	0	0	11
	2020	11	6	1	0	0	0	17
	2021	17	5	0	0	0	0	22

Arkansas	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
California	2019	0	0	0	0	0	0	0
	2020	0	5	0	0	0	0	5
	2021	5	31	0	0	0	0	36
Colorado	2019	0	3	0	0	0	0	3
	2020	3	9	0	0	0	0	12
	2021	12	3	0	0	0	0	15
Connecticut	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Delaware	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Florida	2019	0	0	0	0	0	0	0
	2020	0	4	0	0	0	0	4
	2021	4	17	0	0	0	0	21
Georgia	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	3	0	0	0	0	6
Hawaii	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Idaho	2019	1	4	0	0	0	0	5
	2020	5	3	0	0	0	0	8
	2021	8	1	0	0	0	0	9
Illinois	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
Indiana	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	5	0	0	0	0	5
Iowa	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Kansas	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	2	0	0	0	0	4
Kentucky	2019	0	0	0	0	0	0	0

	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Louisiana	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Maine	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Maryland	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Massachusetts	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
Michigan	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	5	0	0	0	0	6
Minnesota	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	5	0	0	0	0	7
Mississippi	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Missouri	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Montana	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Nebraska	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Nevada	2019	2	1	0	0	0	0	3
	2020	3	2	0	0	0	0	5
	2021	5	2	0	0	0	0	7
New Hampshire	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

	2021	0	11	0	0	0	0	11
New Mexico	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
New York	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
North Carolina	2019	0	1	0	0	0	0	1
	2020	1	4	0	0	0	0	5
	2021	5	8	0	0	0	0	13
North Dakota	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Ohio	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	5	0	0	0	0	7
Oklahoma	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	2
Oregon	2019	0	3	0	0	0	0	3
	2020	3	5	0	0	0	0	8
	2021	8	5	0	0	0	0	13
Pennsylvania	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Rhode Island	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
South Carolina	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	3	0	0	0	0	6
South Dakota	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Tennessee	2019	0	3	0	0	0	0	3
	2020	3	4	0	0	0	0	7
	2021	7	5	0	0	0	0	12
Texas	2019	0	2	0	0	0	0	2
	2020	2	18	0	0	0	0	20
	2021	20	20	0	0	0	0	40

Utah	2019	12	9	0	0	0	0	21
	2020	21	2	0	0	0	0	23
	2021	23	4	0	0	0	0	27
Vermont	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Virginia	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	9	0	0	0	0	10
Washington	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	9	0	0	0	0	11
West Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Wisconsin	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	7	0	0	0	0	7
Wyoming	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Total	2019	15	39	0	0	0	0	54
	2020	54	87	0	0	0	0	141
	2021	141	185	0	0	0	0	326

Table No. 4
Status of Company-Owned Outlets[2]
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Utah	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Total	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	2	7	0
Alaska	2	1	0
Arizona	4	2	0
Arkansas	4	5	0
California	76	60	0
Colorado	8	7	0
Connecticut	4	4	0
Delaware	0	1	0
Florida	33	25	0
Georgia	17	12	0
Hawaii	1	1	0
Idaho	1	1	0
Illinois	27	15	0
Indiana	11	8	0
Iowa	5	4	0
Kansas	1	3	0
Kentucky	5	5	0
Louisiana	6	4	0
Maine	0	1	0
Maryland	4	4	0
Massachusetts	6	6	0
Michigan	7	6	0
Minnesota	2	2	0
Mississippi	3	3	0
Missouri	8	6	0
Montana	2	2	0
Nebraska	3	3	0

Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	10	6	0
New Mexico	1	2	0
New York	0	6	0
North Carolina	12	8	0
North Dakota	2	2	0
Ohio	18	15	0
Oklahoma	3	3	0
Oregon	3	3	0
Pennsylvania	15	12	0
Rhode Island	0	1	0
South Carolina	6	4	0
South Dakota	1	1	0
Tennessee	7	5	0
Texas	32	25	0
Utah	0	1	0
Vermont	0	1	0
Virginia	9	7	0
Washington	10	6	0
West Virginia	2	2	0
Wisconsin	7	6	0
Wyoming	1	1	0
Total	382	317	0

List of Franchisees

Exhibit "D" contains a list of our current franchisees. Exhibit "D" also contains a list of franchisees who have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date.

Disclosure of Franchisee Information

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

Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements

During the last three fiscal years, franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. These primarily are former franchisees that have transferred their location and have signed our general release agreement, which contains a confidentiality clause.

"In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Crumbl® system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you."

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this item.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year ends on December 31st of each year. Attached as Exhibit "C" are our audited financial statements dated December 31, 2021, 2020 (Restated), and 2019 (with independent accountant's report thereon). We have adopted the provision of Accounting Standards Update 2014-09, *Revenue from Contracts with Customers* (Topic 606) and ASU 340-40, *Other Assets and Deferred Costs-Contracts with Customers*. In preparation of our audited financials, our accountant used the full retrospective method in determining the revenue recognition under the current standards.

ITEM 22
CONTRACTS

We have attached the following contracts: as Exhibit "A," the Franchise Agreement and its Exhibits; as Exhibit "B," the Statement of Prospective Franchisee; as Exhibit "H," the Area Development Agreement; and as Exhibit "I," the Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23
RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated, and one copy should be returned to us. Please sign and date the receipts and return one copy to Crumbl Franchising, LLC and keep the other for your records. You may return the signed and dated receipt by mailing it to us at 815 W. University Parkway, Orem, Utah 84058, or by emailing it to us at franchising@crumbl.com.

ADDENDUM TO THE CRUMBL® FDD
STATE REGULATIONS

SCHEDULE "A-1"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF CALIFORNIA

It is unlawful to sell any franchise in California that is subject to registration under this law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the franchise disclosure document, together with a copy of all proposed agreements relating to the sale of the franchise.

1. The California Franchise Investment law requires that a copy of all proposed agreements relating to the sale of the franchise b delivered together with the disclosure document.

2. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law controls.

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

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

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

6. The franchise agreement requires binding arbitration. The arbitration will occur at Salt Lake County, Utah with the costs being borne by you for travel to, and lodging in, Utah, and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. The franchise agreement requires application of the laws of Utah, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws.

8. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations 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).

9. Neither 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 U.S.C.A. 78a et seq., suspending or expelling this or these persons from membership in such association or exchange.

10. 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, before a solicitation of a proposed modification of an existing franchise.

11. OUR WEBSITE at www.crumbl.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

12. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

13. Item 6 under Late Fees is amended to include the following:

"The highest interest rate allowed in California is 10% annually."

14. Item 19 is amended to include the following:

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

15. Franchisees and all owners must sign a personal guarantee, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guarantee will place your and your spouse's marital and personal assets at risk if your franchise fails.

16. 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.

SCHEDULE "A-2"
TO THE FDD

INFORMATION FOR RESIDENTS OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant St., 2nd Floor
Honolulu, HI 96813

SCHEDULE "A-2"

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

1. The Hawaii 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. Hawaii Revised Statutes, Title 26, Chapter 482E, Section 482E-6 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with Hawaii law, the law will control.

3. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (1.1 U.S.C.A. Sec. 101 et seq.)

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

5. The franchise agreement requires application of the laws of the State of Utah. This provision may not be enforceable under Hawaii law.

6. The franchise agreement requires *you* to purchase certain goods from designated sources of supply. This provision may not be enforceable under Hawaii law unless such restrictive purchasing agreements are reasonably necessary for a lawful purpose justified on business grounds.

7. Upon termination or refusal to renew the franchise, Hawaii law requires that the franchisee be compensated for the fair market value of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor or a supplier designated by the franchisor; provided that personalized materials which have no value to the franchisor need not be compensated for. If the franchisor refuses to renew a franchise for the purpose of converting the franchisee's business to one owned and operated by the franchisor, the franchisor, in addition to the remedies provided in this paragraph, shall compensate the franchisee for the loss of goodwill. The franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the franchisee's inventory, supplies, equipment, and furnishings pursuant to this requirement, and may offset from such compensation any monies due the franchisor.

8. The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

Effective Date: March 10, 2022

SCHEDULE "A-3"
TO THE FDD

ADDENDUM TO THE FDD
FOR THE STATE OF FOR THE STATE OF ILLINOIS

Illinois Law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

SCHEDULE "A-4"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Indiana:

1. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall apply to the franchise agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the disclosure document and franchise agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

> "Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.
>
> At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

3. No release language set forth in the disclosure document or franchise agreement, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. To the extent required by the franchise laws of the State of Indiana, the franchise agreement will be construed in accordance with the franchise laws of the State of Indiana.

5. The provisions of the franchise agreement pertaining to litigation jurisdiction and venue shall be amended to be within the scope of the requirements of the Indiana Franchise laws.

SCHEDULE "A-5"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF MARYLAND

ITEM 17 of the Disclosure document is amended to add the following:

- The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

- A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

- Maryland law shall prevail.

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.

- All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXHIBIT B to the FDD, Statement of Prospective Franchisee, is amended to add the following:

- All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
Its, _____

FRANCHISEE:

_____

By: _____
Name & Title: _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

SCHEDULE "A-6"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF MICHIGAN

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

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

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 notation, 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 before 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 failure after being given written notice thereof and a reasonable opportunity, which in no event need to be more than 30 days, to cure 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: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after to the expiration of the franchise or the franchisee does not receive at least 6 months' advance notice of franchisor's intent not to renew the franchise.

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.

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 a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisor for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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.

Any questions regarding this notice may be directed to the following address:

Michigan Attorney General's Office
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-7117

SCHEDULE "A-7"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   > Minnesota statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. § 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. § 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the

claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400D prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. The disclosure document and franchise agreements are hereby amended to exclude from any release requirements the release of claims under Minnesota Franchise Law.

6. Any limitation of claims must comply with Minn. Stat. § 80C.17, subdiv. 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a).

SCHEDULE "A-8"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. **ITEM 3 of the disclosure document is amended by the addition of the following language:**

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil, misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency;

or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of ITEM 17(c), titled "**Requirements for franchisee to renew or extend**" and ITEM 17(m), titled "**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.

4. 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.

5. The following is added to the end of the "Summary" section 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.

SCHEDULE "A-9"
TO THE FDD

ADDENDUM TO THE DISCLOSURE DOCUMENT
STATE REGULATIONS
FOR THE STATE OF NORTH DAKOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Item 17 of the Disclosure Document is amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law Section 51-19-09.

- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

- The statute of limitations under North Dakota Law will apply.

- Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota except in limited instances as provided by law.

- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

- In the event of a conflict of laws, North Dakota Law will control.

- Franchisee may not assent to a waiver of rights to a jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes

SCHEDULE "A-10"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF RHODE ISLAND

The following language applies to any franchise agreement issued in the State of Rhode Island:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act dictates 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."

Section 19-28.1-15 of the Rhode Island Franchise Investment Act states that, "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act."

SCHEDULE "A-11"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF SOUTH DAKOTA

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SCHEDULE "A-12"
TO THE FDD

STATE REGULATIONS
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Crumbl Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

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

SCHEDULE "A-13"
TO THE FDD

ADDENDUM TO THE FDD
FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____ _____
FRANCHISOR FRANCHISEE

SCHEDULE "A-14"
TO THE FDD

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following shall apply to Franchise Agreements in the State of Wisconsin:

   a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

   b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "A"
TO THE FDD

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

By and Between

CRUMBL FRANCHISING, LLC

and

_____

(Franchisee)

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This Agreement and the Schedules and Exhibits attached hereto are subject to the copyright of The Franchise & Business Law Group, LLC

CRUMBL®
FRANCHISE AGREEMENT

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Crumbl Franchising, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of _____ by and between **CRUMBL FRANCHISING, LLC**, a Utah limited liability company ("Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and _____ ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed a system for the operation of a cookie delivery business known as Crumbl®, offering to the public warm cookies and other related products and services ("Franchise Business" or "Crumbl® Business"). The system Includes, the Franchise Business, specific Marks, interior design, store layout and décor, color schemes, standards, Manuals, recipes, menus, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for and the use of certain equipment, the sale of products, food and supply items, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or the "Crumbl® System"); and

WHEREAS, We will provide You with Our confidential Manuals and other materials as created by Us;

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System developed by Us;

WHEREAS, You declare that You have fully investigated and familiarized Yourself with the essential aspects and purposes of the Franchise Business and System, understand that this business involves business risks, and have been advised by counsel chosen by You of the terms and conditions of this Agreement and understand that Your consistent and uniform presentation of the System and Franchise Business are essential;

WHEREAS, Fees due under this Agreement are set forth on Exhibit A-3 to this Agreement; and

WHEREAS, Article XXI contains certain definitions which apply to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicenseable personal right to establish and conduct a Franchise Business as a franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only at a single location approved by Us ("Premises") within Your Territory as set forth on Exhibit A-1 ("Territory"). You must operate Your Franchise Business at the Premises within the Territory approved by Us in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in Section 1.3 below, We will not establish or operate a traditional company-owned outlet or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement.

1.1.2 Territory Adjustment. We may also adjust the boundaries of Your Territory at the end of Your initial franchise term or if the population in Your Territory increases to a total of 100,000 residents or more as measured from the date of this Agreement.

1.2 Scope of Franchise Operations. You must at all times comply with Your obligations hereunder and must continuously use Your best efforts to promote and operate Your Franchise Business.

1.3 Franchisor Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. Nothing contained herein prevents Us from granting the right to establish or operate, or Us establishing, owning and operating a Franchise Business or similar operation outside of the Territory. We, either personally or through agents and representatives, exclusively reserve the right to sell Crumbl® products and outlets through non-traditional franchises at Our discretion, both within and without Your territory, without paying compensation to you. These franchises may include locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations. Furthermore, We expressly reserve the right to sell, Market and distribute all Crumbl® products in Your Territory and elsewhere using other Marketing strategies and distribution channels Including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, and/or co-branding with others without compensation to You. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) establish and license others to establish and operate Crumbl® businesses outside the Territory; 2) operate and license others to operate businesses anywhere that do not operate under the Crumbl® brand name; and 3) sell and license others to sell products and services in the Territory through channels of distribution (Including the Internet) other than Crumble® outlets.

1.4 Primary Owner. You shall notify Us who Your Primary Owner (defined below) is and ensure that Your Primary Owner always meets the requirements as defined below in Article XXI. You agree, represent, and warrant that Your Primary Owner has the authority to speak for and bind You in all matters pertaining to this Agreement and Your Franchise Business.

1.5 Restriction of Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business at the Premises, and will not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement. You cannot operate any other business from the Premises other than the Franchise Business.

1.6 Minimum Gross Sales Levels. Starting in the first full calendar year of Your Franchise Business, You are required to achieve a minimum of $100,000 in annual Gross Sales ("Minimum Sales Level") for each year Your Franchise Business is open. In the event You fail to meet the Minimum Sales Level in any given year, You are required to initiate preparation of a sales performance plan ("Performance Plan") and strictly coordinate with Us in developing the Performance Plan. This

Performance Plan will outline requirements You must implement into Your Franchise Business and a period of time in which You have to meet the Minimum Sales Level. Failure to strictly comply with the Performance Plan may result in Termination of this Agreement.

1.7 National Accounts. We expressly reserve the right to sell, Market and distribute the Crumbl® products and related products to all National Accounts, both within and without the Territory. A "National Account" is defined as a company with multiple units or outlets located in more than one geographical area or territory. We will designate if and how franchisees will sell or service National Accounts.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of 5 years, unless terminated earlier pursuant to Article XI herein. The term will begin upon signing this Agreement. If We are required by law or otherwise to give You notice before the Termination of this Agreement, and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. If You are not in default of the terms and conditions hereof and have: 1) complied with and timely met material terms and conditions of this Agreement throughout the initial term; 2) complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 3) timely paid all monetary obligations owed to Us during the term of this Agreement; and 4) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business, You have 2 successive options to enter into a successor franchise agreements for additional terms of 5 years each (each a "Successor Franchise") by giving Us written notice by: certified mail, personal delivery, or via email with a confirmed delivery and read receipt**,** between 6 and 12 months prior to the expiration date of the term hereof and each Successor Franchise term. Your Successor Franchise Agreement may also provide for a successive franchise term. Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below). If You fail to enter into a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. Your month-to-month Franchise Business may be terminated only by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term Including, any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You must execute Our then-current form of Our successor franchise agreement ("Successor Franchise Agreement") Including personal guarantees and to sign a general release of all claims against Us arising from this Agreement, the relationship created herein or Your Franchise Business. If You fail to execute

such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You will be obligated to pay royalties and other continuing Fees at the then-existing levels required to be paid by new franchisees. You must sign and return to Us the Successor Franchise Agreement within 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement and this Agreement will terminate at the expiration of the term then in effect. **It is acknowledged by You that You will be bound by the form of the Successor Franchise Agreement in effect at the time, which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including terms affecting payments to Us.**

2.2.4 Successor Franchise Fee. If approved for a Successor Franchise, You must pay to Us a non-refundable Successor Franchise Fee set forth in Exhibit "A-3," payable in full at the time of execution of each Successor Franchise Agreement.

2.2.5 Upgrading Your Franchise Business. As a condition to Us approving You entering into a Successor Franchise Agreement, at Your expense, You are required to reasonably renovate, remodel, redecorate, resign, refixture, upgrade, and/or otherwise refurbish Your Franchise Business and Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards and image as We determine. Unless otherwise waived by Us, such improvements must be made within 6 months of Our request.

2.2.6 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise Agreement, You, Your Primary Owner, and Your designated manager(s) may also be required to attend and successfully complete any training, certification and other programs at such times and locations as We specify. You may be required to cover the expense of travel, meals, lodging, and other related costs for such training.

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property. You acknowledge that: 1) We have the sole rights in and to the System; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control the Marks, System, and all copyrights, Confidential Information, trade names, trade dress, and other Intellectual Property.

3.2 Use of Intellectual Property. You have a non-exclusive right to use the Marks and other Intellectual Property only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of the Intellectual Property, System and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of the Intellectual Property by Our other franchisees or licensees at any time. You shall not use the Intellectual Property and System for any purpose other that in connection with the operation of Your Franchise Business and may only use the Intellectual Property in the manner allowed by this Agreement.

3.3 Our Marks. You acknowledge that as between You and Us, the Marks and derivatives thereof are valid trade names, trademarks and service marks owned by Us or licensed to Us.

3.4 Use of Marks. You must only use Our Marks licensed by this Agreement and only with the letters "TM," "SM" or "®," as appropriate, approved, and as instructed by Us, whenever and wherever such Marks are used. You may not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks in any manner that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any inter-company documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your employees will be under Your entity name.

3.4.1 Cooperation. You must execute any and all additional papers, documents and assurances in connection with the Marks or other licensed trademarks and intellectual property as reasonably requested by Us and agree to fully cooperate with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System. You further agree to immediately notify Us as soon as You become aware of any infringement or apparent or alleged infringement of the Marks or any part of the Intellectual Property.

3.4.2 Use in Marketing. The use of the Marks in Marketing is forth in Article X.

3.4.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logo types and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.4.4 No Registration. You cannot make application for registration or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.5 Copyrights. All right, title and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no rights to make any direct or indirect use of the Copyrighted Materials except as allowed under this Agreement.

3.6 Our Intellectual Property. Our Intellectual Property and other materials and documents provided to You by or through Us will remain Our sole property. You acknowledge that Our Intellectual Property provided to You by or through Us, and Your knowledge of Our Intellectual Property, are secret, unique and/or confidential and contain trade secrets and other material proprietary to Us.

3.7 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the proprietary names and Marks and other Intellectual Property. You must promptly notify Us in writing of any unauthorized use of our Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of the Intellectual Property licensed hereunder in which We have an interest. In the event We undertake the defense or prosecution of any litigation pertaining to any such Intellectual Property, You agree to execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation), undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You may not do any act or make any claim which is contrary to or in conflict with Our rights in the Intellectual Property.

3.8 Goodwill. You acknowledge that valuable goodwill is attached to the Marks and System, and that You must use the same solely in the manner prescribed by Us and will carry out Your Franchise Business under such names and Marks in accordance with operational standards established by Us from time to time. You further acknowledge that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Any and all goodwill associated with the Marks and System that might be deemed to have arisen through Your activities is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.8.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law. You have a royalty-free non-exclusive right to use the Customer Data during the term of this Agreement. You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee and transaction information, and if We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You will be solely responsible to comply with the laws pertaining to the sending of emails or other transmission of information, Including any anti-spam legislation.

3.9 Fictitious Business Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") using Our Marks as designated by Us, and in the manner required by the law in the state where Your Franchise Business is located so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement, and Include Your assigned franchise unit designation in such filing. You shall not use the name Crumbl as part of your company or entity name except in your DBA as required herein. We must approve your DBA before You file it. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time. You must display a standard sign and/or plaque, as may be provided or required by Us, at Your Franchise Business location indicating that the business is independently operated and owned as a franchised business.

3.10 Maintaining Secrecy. You must: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of the Confidential Information; 2)

disclose such Confidential Information to Your employees only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement. You shall not authorize any employee under the age of 18 to use or have access to the Recipes. You shall ensure that Your employees keep the Confidential Information strictly confidential and only use the Confidential Information as necessary for use in Your Franchise Business. You are fully responsible and liable, and shall indemnify Us and each Crumbl Party for all actions, omissions, and negligence of Your Employees.

3.11 Changes to the System. You must fully disclose all Improvements to Us, without disclosing the Improvement to others and will obtain Our written approval before using or implementing the Improvement. All Improvements are owned by Us and considered a "work-for-hire" as defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). If all or part of any Improvement that You create is for any reason deemed not to be a work-for-hire, then You hereby irrevocably transfer and assign to Us all right, title, interest and ownership, Including license rights, in the Improvement, and You agree to execute any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Improvement or derivative thereof, You expressly waive those rights. Any Improvement may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Improvement, and You will cooperate with Us in securing these rights. We may also consider an Improvement as Our trade secrets. At Our discretion, We may authorize You to utilize Improvements that may be developed by You, Us, or other franchisees.

3.12 Association with Causes or Co-Branding. You cannot, without first receiving Our written approval, in the name of the Franchise Business or in any manner associated with the Marks: (i) donate money, products, or services to any charitable, political, religious, or other for-profit or non-profit organization, or (ii) act in support of any such organization. You cannot "co-brand" or use the Marks or Your Franchise Business to associate any other business activity with the Franchise Business in a manner which is likely to cause the public to perceive it to be related to or sponsored by the System.

ARTICLE IV
CONSTRUCTION, COMMENCING OPERATIONS AND LEASE

4.1 Location of Premises. You must have a site selected within 3 months of signing this Agreement. You must not commit to purchase or lease any real property or commence construction unless and until You have Our written approval of the proposed location. Unless waived by Us in writing, You must hire a local real estate broker familiar with retail/restaurant tenant representation to help You locate a site. Your Premises must strictly comply with local zoning, state, and federal laws, rules and regulations.

4.1.1 Location Approval. We must approve or disapprove of Your proposed location. However, it will be Your responsibility, at Your sole cost and expense, to select Your Premises site within Your Territory. Unless waived by Us in writing, You must hire a local real estate broker familiar with retail/restaurant tenant representation to help You locate a site. You must provide Us with the street address of the proposed site and such other information as We request, Including pictures or existing brochures of the proposed site. **We do not prepare demographic studies or otherwise evaluate the need for Our products and services in Your Territory, nor do We provide You with**

a site checklist or other similar information, and We do not warrant or guarantee the success of the location or site. Location approval or disapproval should be completed by Us within 2 weeks after You have notified Us in writing that You have selected a prospective location. If within 3 months from the Effective Date You and We cannot agree on a location, You fail to have selected a suitable location, or You fail to have a lease in place for You Franchise Business, We may terminate this Agreement and your initial franchise fee will be forfeited.

4.2 Lease. You are required to purchase or lease suitable real property from which to operate Your Franchise Business. A lease must be in place within 3 months from the date this Agreement is signed. You must provide Us an executed copy of the Lease within 15 days of execution.

4.2.1 Address of the Premises. You must provide Us with written notice of the location and mailing address of Your Premises.

4.2.2 Assignment of Lease. You will assign and transfer all rights and interest in and to the Lease to Us to be effective, upon Our election, when this Agreement Terminates. In such event, We will have the right, but not the obligation, to accept the assignment and assume the Lease or execute a lease with You as provided below. We also have the right to assign the Lease to another franchisee. If You own the Premises, You hereby agree to lease the facilities to Us upon Termination of this Agreement at a rate not to exceed its fair market rental value, and on commercially reasonable terms and conditions You are required to have Your landlord consent to an assignment of a Lease before the Lease is signed.

4.2.3 Assumption of Lease. We will have 45 days from the date of Termination of this Agreement, to exercise Our right and option to take and assume the Lease for the Premises. If the option is exercised, We will notify You and the Landlord of Our exercise within the option period. In such event, You agree to bring all obligations under the Lease current as of the date of possession by Us, as well as to indemnify Us and each Crumbl Party against all losses and costs arising by virtue of, attributable to, or in any way related to, the period of Your possession of the Premises. All taxes, utilities and rentals will be prorated between Us and You as of the date of Our possession. We will not be obligated to pay Your arrearages. Your Lease must include a provision allowing the assignment of the Lease to Us or Our nominee, at Our option, in the event this Agreement is Terminated for any reason. If We elect to assume the Lease in writing, after the date of possession, We are only liable for Lease obligations solely attributable to the period of Our possession of the Premises. You agree that no compensation for the Lease is payable by Us to You unless the Premises are owned by You. The Lease will be transferred to Us without the payment of any kind to You by Us for the Lease other than the indemnification provided above.

4.2.4 Exclusivity. You shall ensure that Your landlord does not allow any other cookie business, or other business that derives more than 20% of its revenue from the sale of cookies, to operate in your shopping center or building.

4.3 Construction. Any construction of the Premises must be done in strict accordance with the specifications approved by Us, but it is Your responsibility to verify that the plans conform to federal, state, and local laws. You must commence construction within 4 months from the signing of this Agreement, and construction must be completed within 5 months from the date hereof.

4.3.1 Design of Premises. At Your own expense, and unless waived in writing by Us, You are required to meet Our design standards and specifications and follow Our interior and

exterior design specifications. We provide You preliminary design plans for Your Franchise Business. The preliminary plans are for information purposes only. You must adopt these plans at Your expense for Your specific Premises using a local architect, whom We must approve before they can begin work. You are required to adapt Your Franchise Business in accordance with local, state, and federal laws, rules and ordinances. You are responsible to obtain any required permits.

4.3.2 Setting up Premises. You agree to arrange the fixtures, signs, furniture and décor of the Premises in strict compliance with the format and color schemes recommended by Us and to strictly follow the Franchise System as outlined in the Our Manuals and to work with Our approved suppliers providing such items. In addition, We must approve Your Premises prior to opening. If any elements of the Premises do not meet Our specifications, You will, at Your cost, be required to make the required adjustments.

4.3.3 Abandonment of Construction. Abandonment of construction or stoppage of construction for 4 or more weeks due to Your fault or neglect will be grounds for terminating this Agreement.

4.3.4 Approval of Construction. You may not operate Your Franchise Business if construction, improvements and fixturization do not conform to Our approved specifications and failure to correct any unauthorized variance for such plans and specifications within 30 days after written notice from Us will be grounds for terminating this Agreement. We have the right to supervise and inspect all construction to assure compliance with approved plans and specifications.

4.4 Commencing Operations. You are required to commence operations not later than 30 days following completion of Your Premises and in no case later than 6 months from signing this Agreement. You must give Us not less than 30 days' prior written notice of the opening date. We have the right to inspect and approve Your Premises and other aspects of Your operations relating to Your compliance with this Agreement prior to opening.

4.4.1 Conditions to Opening. You shall notify Us at least 30 days before You intend to open the Franchise Business to the public. Before opening, You must satisfy all of the following conditions: (1) You are in compliance with this Agreement; (2) You have obtained all applicable governmental permits and authorizations; (3) the Franchise Business conforms to all applicable System standards; (4) We have inspected and approved the Franchise Business, which may be done virtually; (5) You have hired sufficient employees; (6) Your officers and management-level employees have completed all of Our required pre-opening trainings; and (7) We have given Your Our written approval to open, which will not be unreasonably withheld.

4.4.2 Failure to Commence Operations. If You fail to commence operations as provided above, this Agreement is subject to termination by Us, at Our option. You will not receive a refund if You are unable to find an approved location.

4.5 Relocation of Premises. You are not allowed to relocate Your Premises without Our prior written approval. You must give Us at least 60 days' prior written notice of Your desire to relocate. Approval to relocate will be based upon the same criteria used in approving a new franchisee's proposed site. You must demonstrate the financial ability to relocate as part of Our approval process. Additionally, if We allow You to relocate, You must pay Us a relocation Fee as set forth in Exhibit "A-3."

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay to Us the initial franchise fee listed in Exhibit "A-3" in one lump sum at the time of execution of this Agreement. The initial franchise fee must be paid by wire transfer or certified check. The initial franchise fee is fully earned by Us and is non-refundable. No rights or privileges under this Agreement will exist until the initial franchise fee is paid in full.

5.2 Royalty. You shall pay to Us a non-refundable on-going weekly royalty as listed in Exhibit "A-3." The royalty is in consideration of Your right to use the Intellectual Property and the System in accordance with this Agreement, and not in exchange for any specific services We render.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of payments to Us, You agree to allow Us to modify the definition of "Gross Sales" and the calculation of other Fees due to Us in order to comply with the law. However, in no event will the modification of the term "Gross Sales" or the calculation of other Fees due to Us result in Your payment in excess of the Fees listed in Exhibit "A-3."

5.3 Marketing Fees.

5.3.1 Marketing Fund. You shall pay to Us the weekly Marketing fee listed in Exhibit "A-3" for Our Marketing and promotion programs.

5.4 Calculation and Reporting. The calculation, reporting and payment of the Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Gross Sales Report. You shall forward to Us by email, or other electronic reporting program We may establish from time to time, not later than Tuesday of each week, a report of the financial activity of the immediately preceding week showing all monies received or accrued, sales or other services performed and such other information concerning Your financial affairs, as We may reasonably require. For purposes of this Agreement, such information will be referred to as the "Gross Sales Report." We may also require You to submit a monthly inventory and labor expense report by the date We designate. We reserve the right to require all reports to be submitted at more frequent intervals.

5.4.2 Payment Due Date. All Fees must be paid weekly, each Tuesday, in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Currently, the Fees as shown and calculated on the Gross Sales Report are due and payable and must be received by Us or credited to Our account by pre-authorized bank debit and automatically withdrawn from Your Operating Account. In addition, You agree that We may require payments made to Our affiliates be made by pre-authorized bank debit and automatically withdrawn from Your Operating Account. Our current ACH agreements are attached hereto as Exhibits "A-6" and "A-7" and may be modified by Us at any time in Our sole discretion, which You shall execute such forms upon signing this Agreement and from time to time as We require. We reserve the right to require an alternative payment frequency of any and all Fees in the future. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

5.4.3 Operating Account. You agree not to have more than one Operating Account. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of

Fees due to Us. You will be responsible to pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You shall maintain at all times at least $10,000 of working capital in Your Operating Account, even after You pay royalties and other fees to Us. You shall not close or terminate Our Access to Your Operating Account without receiving Our prior written consent. We may, at any time, require You to provide Us with view-only access to your operating account.

5.4.4 Late Fees. If a required Fee or report is not timely received by Us, We will assess You a late Fee, per violation, as set forth in Exhibit "A-3," for each day the Fees or reports are not received by Us. We may also fine You per bounced check or insufficient funds transfer. See NSF Fee in Exhibit "A-3." These fines are due upon demand to You, and the amounts may be adjusted by Us from time to time in the Manuals.

5.4.5 Interest. In addition, all Fees not paid when due will be assessed and accrue interest from the Due Date to the date of payment, both before and after judgment at the rate of 18% per annum or the maximum rate allowed by law, whichever is less. In no event will any amounts be charged as interest or late fees or otherwise that exceed or violate any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.6 New Tax Fee. If there is hereafter assessed any nature of sales tax, use tax, or other tax, on Fees or other sums previously or hereafter received by Us under this Agreement, or for any other tax imposed on Us as a result of Your Franchise Business ("New Tax"), then in addition to all Fees and other payments to be made by You as provided in this Agreement, You must also pay Us or the taxing authority, a sum equal to the amount of such New Tax. You shall pay to Us any New Tax immediately upon Our demand to You.

5.5 Reports and Financial Statements. You must provide Us with monthly financial statements, Including a profit and loss statement, balance sheet, and labor and expense report, in accordance with the standard profit and loss statement template and balance sheet template required by Us to be used by You in Your Franchise Business, within 10 days of the end of the month. The financial statements and accompanying documents do not need to be prepared by Your accountant or audited unless specifically requested by Us, at Our discretion. You shall also send Us a copy of Your state and local sales tax returns by the 15th day after each quarter, Your IRs Form 941 within 15 days after submission, and a copy of Your annual income taxes by April 16th of each year.

5.5.1 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agent, will have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business.

5.5.2 Audit of Books and Records. In the event that any audit or investigation discloses a deficiency of 2% or more of the Gross Sales in the computation or payment of Fees due to Us, You must immediately pay Us the amount of the deficiency, the appropriate fee for late charges, and You must reimburse Us for the total expense of the audit or investigation, Including, the charges for the accountant and the travel expenses, room, board and other costs incurred in connection with the audit. Your failure to report Gross Sales for any time period or Your failure to retain and have available readable and organized required records will be deemed an understatement by more than 2%.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.7 No Refunds. The Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. In Our sole discretion, We may issue you a fine for violations and alleged violations of this Agreement and/or the Manuals as determined on a case by case basis, Including for failure to cure a prior breach or default even if a fine has been previously imposed. We may rely on any evidence available to Us that such violations or breaches have occurred, including customer complaints or reports that We find credible, in Our sole discretion. The fines are set forth in Exhibit "A-3" and in Our Manuals and may be issued for each violation of this Agreement and/or the Manuals. We may update the fines in the Manuals from time to time. We may, in Our sole discretion, also concurrently send you notice to correct the violation. If You do not correct the violation within the time required by Us, We have the right to put You in default. We are not obligated to charge You a fine before putting You in default. All fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established. Such fines are not Our sole remedy. Our decision to impose, or not to impose, a fine for Your non-compliance does not constitute a waiver of any other right that we may have under this Agreement, Including Termination of this Agreement.

5.10 Technology Fees. We will provide You with one email account for use in Your Franchise Business. You shall use this email account, and no other email account, in all correspondence, activity, third-party account use, and communications regarding Your Franchise Business. We also have the right to designate a different email account and charge You that supplier's rates. You shall also pay to Us a monthly technology Fee as set forth in Exhibit "A-3" for required software, a Slack account, and other technology required by Us. You shall pay to Us these Fees in accordance with Our electronic funds or automatic withdrawal program, if established, or otherwise by the first Tuesday of the month. We may update these fees periodically in Our Manual.

5.11 Document Preparation. If We are required or requested to prepare documents regarding any changes or other matters pertaining to You or Your Franchise Business (but not Including transfers, which are covered by separate fees), You shall pay Us a document preparation as set forth in Exhibit "A-3."

5.12 Initial Required Equipment. You shall pay Us a Fee for an opening tech equipment package, Including iPads, televisions, and other technological equipment required by Us to be used in Your Franchise Business. We may also require You to buy from Us an opening equipment package, Including ovens, mixers, and related equipment required by Us for a Fee. Our Fees for such packages are set forth in Exhibit "A-3."

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement.

6.1.1 Compliance with Applicable Laws. You are solely responsible for ensuring compliance with all applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business. You must also comply with federal, state, and local health and consumer protection laws and regulations governing the food service industry and concerning food preparation, handling, storage, truth in menu laws concerning menu item names and product labeling, food handler's permits, ServeSafe Licenses (or equivalent), nutritional claims, and local labor regulations, Including minimum age and minimum wage laws.

6.1.1.1 Licensing. You must obtain and maintain all required permits and licenses for the operation of Your Franchise Business. We have not made, and You have not relied on, any representation that no licenses, or only certain licenses, permits, etc., are necessary in connection with the operation of Your Franchise Business.

6.1.2 Appearance and Customer Service. You must establish and maintain the Premises in a clean, attractive and repaired condition and must give prompt, courteous and efficient service to the public and otherwise operate Your Franchise Business in strict compliance with Our System and policies, practices and procedures contained in the Manuals or otherwise communicated to You in writing and promulgated or provided to You from time to time so as to preserve, maintain and enhance the reputation and goodwill of Our System. We reserve the right to require that Your employees comply with any dress code, Mark or other brand-related standards that We may require, and/or otherwise identify themselves with the Marks at all times in the manner We specify while on a job for Your Franchise Business. You agree to arrange the fixtures, signs, furniture and décor of the Franchise Business in strict compliance with the format recommended by Us.

6.1.3 Signage. You must have the number of interior and exterior signs required by Us and according to Our specifications. All signs to be used on, in, or in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to use by You. You agree to maintain all signs in good condition and to undertake such repairs and or replacements at Your expense as We reasonably determine to be necessary. You understand and acknowledge that while You are required to purchase and display signage, Including signage displaying Our Marks, You do not own rights to use of the signs following Termination.

6.1.4 Initial Training. Your Primary Owner and Your designated managers, if other than Your Primary Owner, are required to attend and successfully complete Our initial training program prior to opening of Your Franchise Business, the first part of which is an online self-guided training course, which takes approximately 30 to 40 hours to complete. We may require, at Our discretion, a second portion of training, which is an in-person training conducted by Our trainers at our training facility in Orem, Utah (or another location designated by Us), which currently lasts around 8 to 10 days. The first and second (if We require) parts of the initial training must be completed at least 4 weeks before You open. The third and final part of the initial training is an in-person training conducted by Our field trainer at Your store for around 7 to 10 days. If Your Primary Owner has already opened a Crumbl® franchise location, then this third portion of initial training will last around 5 days. This typically will occur during and through Your grand opening. We may send one or multiple field trainers, in Our discretion, to Your location during this training. The total length of training is generally 20 to 25 days, but could be longer if Your primary owner or Your designated manager fails to successfully complete the training. The initial training fee is listed on Exhibit "A-3." You must bear the cost of all travel, lodging, meals and all other living costs and expenses and compensation for all

of Your attendees during the initial training. Each person must attend the same in-person training session.

i. Pre-Training Requirements. You must provide Us a valid certificate of occupancy for the Premises before We send any representatives to provide any opening assistance or training at your premises. If You postpone or reschedule Your opening, or if You fail to provide a valid certificate of occupancy before the scheduled opening training, You must reimburse Us for any of Our costs to reschedule Our opening assistance. Additional details on the opening assistance are set forth in Section 7.4 below.

ii. New Primary Owner or Management Training. Any new Primary Owner or manager must complete the initial training program for a Fee paid to Us. See Exhibit "A-3." Depending on availability and advanced written notice, this training may include, at Our option, (1) a 5-to-7-day session at Your location, and/or (2) a 5-to-10-day session at Our headquarters, or another location selected by Us. After the initial training, You must notify Us within 30 days of hiring any new manager or selecting a new Primary Owner. If You request to postpone or reschedule this training, You must reimburse Us for any of Our costs related thereto. Such training takes place from time to time as We determine. You must also pay the travel, lodging, food, and other expenses for Your trainees while attending this training.

iii. Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending training.

iv. Training Requirements. Each attendee of a training program may be required to successfully pass the technical exam with a passing score of 85% as a prerequisite to completing the training and/or achieving operating manager's status with Us. Attendees must sign Our Brand Protection Agreement before attending training.

6.1.5 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.6 Management. Your Franchise Business must be managed by either Your Primary Owner or a designated manager who will be required to devote his or her full time, attention and best efforts to the management and operation of Your Franchise Business. You must disclose the identity of Your Primary Owner to Us and You must immediately notify Us in writing if Your Primary Owner is no longer acting in such capacity. Your Primary Owner and any designated manager (if applicable) must successfully complete and pass Our initial training program before assuming management responsibilities. Your Primary Owner is not required to work a certain number of hours; however, Your Primary Owner must maintain sufficient inventory, supplies and products, and shall work sufficient hours and employ adequate personnel so as to operate Your Franchise Business at its maximum capacity and efficiency.

6.1.6.1 Primary Owner's Obligations.

a. Your Primary Owner must personally participate in the direct operation and supervision of the Franchise Business on a full-time basis for at least the first 60 days of operation. Thereafter, unless Your Primary Owner will act as the full-time manager of the Franchise Business, Your Primary Owner is not required to work a certain or minimum number of hours; however, Your

Primary Owner must maintain sufficient inventory, supplies and products and employ adequate personnel to operate Your Franchise Business at its maximum capacity and efficiency.

b. Although We do not require Your Primary Owner to be involved in the day-to-day on-premises management (except as required above), Your Primary Owner is required to participate in Your Franchise Business as follows: (i) be directly responsible for overseeing all accounting, reporting, bookkeeping, and decision-making regarding Your Franchise Business; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual or special meetings of franchisees called by Us; (iv) be directly involved with site selection, construction, remodeling, and all financial components of the Franchise Business; (v) be directly involved in all personnel decisions affecting the Franchise Business; and (vi) conduct frequent inspections of the Franchise Business operations to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with Our approved methods.

c. You shall have at least your Primary Owner or one manager trained by Us on-site at Your Premises during the majority of Your store's operating hours. Your Primary Owner and store manager shall be available for communication with Us and Your Franchise Business during all store operating hours. You shall give such store manager upon hire (and any replacement store manager as the case may be) at least a 5% equity or profit-sharing interest in Your Franchise Business. You shall notify Us that You have granted such profit-sharing interest to your store manager prior to opening Your franchise business. You may designate that such equity or profit-sharing interest is transferable to Your replacement store manager. You store manager may not manage more than one Crumbl® store at a time.

d. You shall ensure that Your Primary Owner and manager(s) devote their primary attention to the Franchise Business. You, Your Primary Owner, and Your manager(s) shall keep free from any conflicting or competing enterprises, including any cookie, bakery, or dessert business, including any business whose gross sales total more than 10% in any of the following products: donuts, ice cream, or other treats or desserts, or other business offering products or services competitive to those of Crumbl, or any other activities that would be detrimental to or interfere with the operation of Your Franchise Business. You understand and agree that this Agreement is granted based on Your commitment to Your Franchise Business. You acknowledge and agree that the possible success of Your Franchise Business is largely a function of the time, skill, and energy You devote to it and that absentee management may significantly increase the risks associated with Your Franchise Business.

6.1.7 Operational Hours. You must operate Your Franchise Business 6 days per week throughout the year (unless waived in writing by Us) and at the hours We may designate, except that You are not required to operate on the following holidays: New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. You shall operate from 8:00 a.m. until midnight each day. We reserve the right to require You to operate more frequently or at different days and times. You shall not operate Your Franchise Business, Including permitting or requiring Your employees to be inside Your franchise premises, on Sunday, except for bona fide emergencies or as otherwise permitted by Us in writing. Your Primary Owner must work sufficient hours and employ adequate personnel to operate Your Franchise Business at maximum capacity and efficiency.

6.1.8 Remodel and Upgrades. At any time after opening Your Franchise Business and at Your expense, You must repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish Your Premises from time to time as We may reasonably direct, but not more often than every

5 years between required remodels and upgrades (except for required changes to the Marks, which We may require at any time) to conform to the building design, color schemes and presentation of trade dress consistent with Our then-current public image, Including structural changes, new equipment, remodeling, redecoration of the furnishings, fixtures and décor and such modifications to existing improvements as may be reasonably necessary, such that all locations will have a generally similar look and appearance. You must complete all such updates and upgrades within 6 months of notice from Us of the requirement to upgrade and otherwise remodel Your Franchise Business as set forth above. In the event You relocate Your Premises to a new approved location, or sign a Successor Franchise Agreement, You must bring Your new Premises up to Our then-current standards.

6.1.9 Your Employees. You are solely responsible for the hiring, firing, compensation, benefits, managing, and training of Your employees, other than management training. We do not assist You in employment related decisions or in creating any policies or terms and conditions related to the management of Your employees or their employment. We may provide You with an employee guide or manual, but it will only be a sample of certain employment matters unless otherwise expressly provided by Us. It is Your responsibility to comply with local and federal labor and employment laws.

6.1.10 Insurance.

(i) Minimum Limit Requirements. You must at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in Our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial general liability insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate, or leasehold minimum, whichever is greater; $300,000 damage to the premises; $5,000 premises medical; $1,000,000 personal and advertising injury limit; and 2,000,000 products and completed operations aggregate.
Property insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. Special form in the amount of your inventory and must include the improvements and betterments to the store. Coverage should be replacement cost with no coinsurance. Agreed amount with the insurance company or waiver of coinsurance will suffice for the removal of coinsurance. Coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage if applicable must apply. If building coverage is to be included all coverages noted above will apply.
Commercial automobile insurance	At least $1,000,000 occurrence limit (combined single limit for personal injury, including bodily

	injury or death, and property damage) for all owned, non-owned, and hired autos.
Employment practices liability insurance	$100,000 per occurrence.
Crime policy	$25,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage in limits of $5,000.
Umbrella insurance	$1,000,000 per occurrence.
Government required insurances	You must maintain and keep in force all worker's compensation and employment insurance on your employees that is required under all federal and state laws.

These policy amounts are required minimums, but Your Lease may require higher amounts with which You are required to comply. In the event of damage to Your Premises covered by insurance, the proceeds of any such insurance must be used to restore the facility to its original condition as soon as possible (not more than 180 days) unless We consent otherwise in writing.

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us (Crumbl Franchising, LLC**)** and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of, or relating to, Your ownership, maintenance or operation of the Franchise Business wherever it may be located. These policies will stipulate that We will receive a 30-day written notice prior to, renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment within prior to You beginning operations and within 15 days of any request which We may make from time to time.

You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain this insurance at Our discretion and You must pay Us upon demand the premium costs, plus an administrative fee in the amount equal to 10% of all such costs. We may periodically increase the amounts of coverage required and/or require different or additional coverage.

6.1.11 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and Including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and Including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot advertise or promote prices lower than, or inconsistent with, Our suggested prices outside of Your Franchise Business Premises. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.12 Computer and POS System. At Your expense, You must purchase or lease the computer and point of sale ("POS") system and other computer hardware and software systems

designated by Us in strict accordance with Our specifications. If We adopt a different computer system, POS system or other system in the future, You must adopt it at Your expense. You must maintain, modify, and upgrade all such items at Your sole expense and as We may require from time to time. You must provide Us full 24-hour, 7-day-a-week access, Including online access, and the right to "upload" or "download" information to and from all POS, computer and other systems, and to the information and data contained in them. There is no contractual limitation on Our right to receive information through Your computer, POS or other systems. You must use software We designate from time to time. You hereby waive any claim against Us for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, POS, hardware or software system. You shall accept Crumbl® gift cards at Your location and participate in Our gift card programs, which may be updated in the Manuals from time to time.

(i) Retention of Records. You must record all sales at the time of the sale in Your computer and/or POS system, or other sales recordation system approved or designated by Us. You must have high speed, broadband Internet access at the levels required in the Manuals. You must retain all POS and computer records, charge account records, sales slips, orders, return vouchers, sales tax reports and all of Your other business records and related back-up material, tax returns and financial reports for at least 5 years following the end of the year in which the items pertain, Including after the Termination or Transfer of this Agreement. We can require that You use a specific accounting software, and You are required to follow Our accounting procedures, line items, templates, charts of accounts as provided and updated in Our Manuals. You shall follow, and shall ensure that Your accountant follows, the chart of accounts that We provide to You.

(ii) Merchant Account. At Your expense, You agree to participate in Our merchant account and other point of sale programs as set forth in Our Manuals.

(iii) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the vendor You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if you are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements, Including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, Including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information.

(iv) Compliance Monitoring System. You are required to purchase and install a compliance monitoring system to Our specifications in Your Premises. You are solely responsible for the monitoring, maintenance, and upgrades to this system. We will have independent access to the compliance monitoring system, but Our access does not obligate Us to monitor Your Premises for safety or compliance. We do not regulate the type of compliance monitoring system, but Our access does not obligate Us to monitor Your Premises for safety or compliance. We do designate the specific type of system You must install. You are required to provide Us notice of its installation. Both You and We must have the right to online access to the system and We are required to monitor

Your location. By installing the monitoring system, You and Your employees are waiving their right to privacy, and You agree to include a provision in all Your employment applications and other applicable documents requiring Your employees to sign and waive their right to privacy with respect to the use of the any compliance monitoring system. You agree to indemnify and hold Us and each Crumbl Party harmless from and against any claim related to Your security system.

6.1.13 Conferences and Seminars. In Our discretion, We may hold annual conferences or seminars on a regional or national basis for all franchisees in good standing. These meetings will enable franchisees to come together to discuss improvements, new developments, mutual concerns and resolve business matters. If We determine to hold a conference or seminar, attendance is mandatory for You, Your Primary Owner, and all Your other owners if You are operating as a partnership or other entity. The conferences and seminars may be held at various locations chosen by Us. We may conduct additional conferences and/or seminars to discuss information relevant to Your Franchise Business as determined by Us. If any conference or seminar is held, You may be required to attend, and You must pay all Fees associated with such conference or seminar. (See Exhibit "A-3.") You are required to pay all travel, lodging, food, and other expenses for each of Your attendees.

6.1.14 Non-Delegation of Obligations. You may not outsource any part of Your services to a third party, including to another franchisee without Our prior written approval.

6.2 Quality Control.

6.2.1 Correction of Defects. Should We notify You at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business, You must immediately correct any defect. You must establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You must strictly follow Our System, the Manuals, Recipes, formulations, and other directives promulgated or provided by Us from time to time and to promptly implement such changes in Your Franchise Business, and to act in good faith in all Franchise Business and System matters and dealings. We may approve exceptions or changes from the uniform standards which We, in Our sole discretion, believe necessary or desirable. You must at all times maintain a valid email address, known and available to Us and frequently checked by You to facilitate Our communications with You.

(i) Email Address. We will provide an email address to You that You must use as the sole email for all Franchise Business-related communications and accounts. Use of a private email account for business reasons related to Your Franchise Business is prohibited. All Social Media You develop or use, if authorized by Us, must be attached only to the email address We provide to You or that is approved by Us.

(ii) Incentive Programs. If We adopt a loyalty, coupon, gift card, or other discount or incentive program, You are required to implement such program in Your Franchise Business, which may include access to a bank account, established by You, for card charges made through other franchisees.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals and

operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards, at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement and display any and all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time periods that We specify. Other than modifications due to health or government mandates or guidelines, or public accounts. We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining term of this Agreement. You are prohibited from making modifications to the System, Including to any recipes, to product packaging or any use of the Marks.

(iv) Inspections and Visits. We may conduct periodic evaluations, inspections, and audits of all aspects of Your Franchise Business at reasonable intervals by Our duly authorized representative for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in person or through remote access such as video or live video conferencing. Our inspections may Include Your Premises, vehicles, business records, operating procedures, and reports, Including all computer drives and electronic storage devices, POS system, reports, account records and tax records. Immediately upon Our request You must provide to Us video and/or images of the interior and exterior of Your Premises, and any specific pieces of equipment or other areas of the Premises and business vehicles as may be more fully set forth in the Manuals. You will be charged a Fee (see Exhibit "A-3") if You fail to comply with the System after an inspection and notice, and We reasonably determine a re-inspection is necessary.

(v) Non-Contravention. You must not, at any time, undertake any action, either verbally or in writing, to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, You must not disparage Us, the System, Our officers, owners, partners, directors, members, managers, representatives, agents or employees.

6.2.3 Interim Management. In the event of Your breach of this Agreement, noncompliance with the Manuals, or poor performance (or as set forth in Section 14.10) as determined by Us, in Our sole discretion, We may elect to step in to manage Your Franchise Business for a period of time, as We deem advisable and You shall pay Us a Fee as set forth in Exhibit "A-3."

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your Primary Owner and Your manager, and We may require additional training for Your Primary Owner, Your manager, employees and other contracted personnel. You will be responsible to cover the cost of Our travel, food, and lodging during this time, and You will continue to pay and remain responsible for all Fees required by this Agreement. You are required to cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable operating accounts to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You agree to add Us or Our representative as a co-signer on certain accounts. You will cooperate with Us in communicating with all vendors and suppliers related to Our interim management. You hereby grant Us permission to speak directly with Your landlord and suppliers, banks, IRS and state agencies, creditors, etc., regarding Your Franchise Business, and You will cooperate with Us to facilitate such communication. We may require You to establish a new bank

account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction. You are ultimately responsible for all operating costs both before and during the Interim Management Period. You must provide Us with a list of all accounts payable with direction on which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your employees and contract personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

6.3 Miscellaneous Obligations.

6.3.1 Personal Guarantees. If Your Franchise Business is owned by a business entity, each individual owner, partner, shareholder, and member who owns any interest in the business entity, including individuals that own an interest in the business entity indirectly through another entity, must each personally guarantee the performance of all Your obligations under this Agreement by executing a Guaranty and Assumption of Obligations attached hereto as Exhibit "A-10."

6.3.2 Drug and Alcohol Testing. You, Including Your owners and employees, shall not use drugs or alcohol in violation of federal, state, or local law. We may require You, Including Your owners and employees, to submit to random drug testing at the time and place We feel necessary to ensure Your compliance with Our policies regarding drug and alcohol use in the System; however, We are under no obligation to perform such testing on Our or Your behalf. You are required to provide Us a copy of all drug and alcohol testing results within 10 days from the time You receive such test results.

6.3.3 Vending Machines. No vending machine, cigarette machine, amusement devises, juke boxes, or other devices of similar nature, whether or not coin operated, are allowed to be installed or used on the Premises without Our prior written consent.

6.3.4 Disclosure. We can disclose in Our disclosure document or otherwise, any information concerning Your Franchise Business, Including Your name, address, telephone number, general financial and other information.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You.

6.5 Required Notices. You are required to provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, payments owning to any vendors, landlords, or amounts owing to employees or contractors.

6.6 Communication. You shall only use the Gmail and Slack accounts established for You by Us for communication regarding Your Franchise Business. We may from time to time delete from, or add to, these exclusive methods of communication.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Layout and Design. We will provide You with general specifications for the Premises layout, signs, equipment and interior décor.

7.1.1 Suppliers and Products. We will provide You with a list of product and material specifications and a list of approved suppliers. You shall purchase and use in Your Franchise Business all of the goods, equipment, and services that We specify and from the suppliers that We designate. At Our discretion, at any time, We may add to or discontinue working with any of Our approved and/or designated suppliers. There is no guarantee or promise that the relationship with any of Our current suppliers will continue or be available to the System. We do not offer assistance in delivery or installation of any item.

7.2 Operations Assistance. At Our discretion, We may furnish You with guidance relating to the general operation of Your Franchise Business and upon Your reasonable request, we will make Ourselves available to consult with You by telephone, email, video conferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. We will provide You with a preliminary business plan template. Other than the opening assistance, We are not required to provide in-person assistance to You. If You feel additional assistance is necessary (such as management training), We will provide such assistance to You based on advance notice, availability of personnel, and Your payment of a per-day, per-person, Fee. See Exhibit "A-3."

7.3 Training. We will train Your Primary Owner and designated manager in the various practices, policies and procedures of operation of Your Franchise Business. The initial training program is described in Paragraph 6.1.4.

7.3.1 Additional Training. Depending on availability and advanced written notice, if You would like additional in-person training, We may provide this training to You. Our current Fee for additional training is listed in Exhibit "A-3." We have the right in Our sole discretion to limit additional training to a certain number of days, attendees, and/or representatives at a time. For all training, You must also bear the costs of travel, food, lodging and compensation of Your management employees and Us (if applicable) in connection with training.

7.3.2 Additional Training Implemented by You. In addition, We may require You to implement a training program related to brand and trademark quality control for Your employees in accordance with Our Manuals and all other training programs as may be specified by Us from time to time.

7.3.3 Interim Training. In the event of Your poor performance or noncompliance with this Agreement or the Manuals, as determined by Us, in Our sole discretion, We may require You

to complete additional training as We deem advisable and You shall pay Us a Fee as set forth in Exhibit "A-3." Such training will take place at Your location, Our headquarters, or another location that We designate, in Our sole discretion. You shall also pay all travel, lodging, food, and other expenses for our representative(s), Your attendees, and other expenses that may be incurred by Us to perform such services. Our provision of such training does not relieve You of any obligation, and is not a waiver of Our rights, under this Agreement.

7.3.4 Annual Manager Training. At Our discretion, once each calendar year, at a time designated by Us, Your Primary Owner and Your designated manager will be obligated to meet with Our representatives at a location specified by Us, for the purpose of discussing and reviewing Your operations, status, and financial performance. If We, in Our discretion, determine that such a meeting is necessary, all costs of travel, food, lodging, and Your employee salaries, and other expenses will be borne by You. The Fee for this training is set forth on Exhibit "A-3."

7.4 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, bulletins or other written materials, telephone consultations and/or consultations at Our offices or at Your Franchise Business in conjunction with an inspection of Your Franchise Business. We have the right to communicate directly with Your Primary Owner and managers concerning operational matters that We reasonably believe may affect Our goodwill, Marks, or the System.

7.5 Non-Compliance. We may deny any or all of the above services to You while You are in default of this Agreement or any related agreement with Us.

7.6 Advisory Committees. In Our sole discretion, We may choose to create franchisee committees to advise Us in various aspects of the System. Only franchisees who are in good standing and have maintained good standing for the six-month period prior to serving on a committee may serve on any advisory committee. Each committee will establish rules for admitting and retaining committee members, but the initial rules will be established by Us.

ARTICLE VIII
PURCHASE OF PRODUCTS

8.1 Approved Products and Services. You must use, provide, and sell only those goods and services that meet Our specifications and/or that are purchased from approved suppliers in accordance with Our Manuals. You must promptly add, remove or modify any good or service immediately upon notice from Us. You are prohibited from selling, leasing or offering any goods or services not authorized by Us in writing.

8.1.1 Third-Party Agreements. You agree that We can negotiate on Your behalf and bind You regarding agreements and licenses with suppliers, vendors, or other third parties affecting, or beneficial to, the System, as We determine. You shall promptly execute any and all papers, documents, and agreements in connection such suppliers, vendors, and other third parties as We may request from time to time. We make no representation or warranty, and are not liable, regarding any agreement, license, or other arrangement affecting the System. We may require You to comply with the requirements and processes of such suppliers, vendors, or other third parties, including their electronic funds transfer, ACH, or other automatic withdrawal program.

8.2 Your Purchases. You must purchase all designated goods, equipment, and services from sources designated or approved by Us, Including from Us. We may derive revenue from the sale of required goods and services through mark-ups in prices We charge to You for goods, equipment, and services purchased from Us (but the mark-up will generally not be more than 20%) and We may receive compensation and discounts from the supplier for Your purchase of such goods and services. Any monies paid to Us for goods, equipment, or services are non-refundable. We may require You to place orders for ingredients designated by Us by specified deadlines and if You fail to do this, We may order such ingredients for You at Your expense.

8.3 Unapproved Suppliers. You shall only purchase any items or services from suppliers that We designate. If You desire to purchase any items from an unapproved supplier, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples, ingredient lists and other data to permit Us to ascertain whether such supplier meets Our specifications. We will notify You in writing and within 60 days as to whether such supplier has been approved. Prior to testing, You must pay a non-refundable evaluation fee of not less than $2,000 plus reimburse Us for all reasonable costs and expenses of testing, regardless of whether the requested supplier is approved. A supplier who is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier for Your Franchise Business only or for the System as a whole. We may make changes in the standards and specifications for approved suppliers. At Our discretion, We may revoke Our approval of an approved supplier upon 30 days' prior written notice.

8.3.1 A new supplier must have: the ability to produce the goods and/or services to meet both our standards and specifications for quality and uniformity; production and delivery capabilities and ability to meet supply commitments; integrity of ownership (to ensure that its association with ours will not be inconsistent with the Crumbl® image or damage Crumbl® goodwill); financial stability; and the negotiation of a mutually satisfactory license to protect Our Intellectual Property.

8.4 Equipment. You are required to obtain by purchase or lease all inventory, tools, supplies, and equipment in accordance with Our specifications and from suppliers that We designate as may be necessary or convenient for proper and efficient operation of Your Franchise Business and to maintain such inventory, tools, supplies, and equipment in good working order. For problems and training for items purchased from a supplier, You must consult with the respective manufacturer of those items. We are not required to provide training or support regarding equipment purchased from Us.

8.5 Warranties. You must look to the respective manufacturers or suppliers for issues related to warranties for any third-party goods purchased for Your Franchise Business. We do not provide any warranty for items purchased from Us.

ARTICLE IX
MANUALS

9.1 Manuals. We will loan You a copy or provide electronic access to Our Manuals. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property and contain mandatory and suggested specifications, standards and procedures for the operation of Your Franchise Business. You may use the Manuals only in connection with Your Franchise Business and only during the term of Your Franchise Agreement. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at

Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will be controlling in the event of a dispute relative to the contents of the Manuals.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications, recipes for products, services, and Marketing ("Standards") for the operation of Your Franchise Business and the products and services provided, and which will become part of the Manuals and System. We may change these Standards at Our discretion and You must strictly follow these Standards. Failure to do so is grounds for termination of this Agreement. We will provide You with a sample delivery driver agreement for use with Your driver employees, which You must conform to the laws and regulations of Your state.

ARTICLE X
MARKETING

10.1 Marketing Fund. We have the right to institute, maintain and administer and You are required to contribute to Our Marketing and brand development fund (referred to as the "Marketing Fund") for such Marketing or public relations programs as We, in Our sole discretion, may deem necessary or appropriate to advertise and promote the System nationally and Market for You locally, and may include the development of point-of-sale items such as t-shirts, hats, posters, and other digital Marketing items and programs. The Fees for the Marketing Fund are listed in Exhibit "A-3."

10.1.1 Marketing Fund Administration. Marketing is done solely by Us unless We allow otherwise. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement and allocation of such programs; and 4) the composition of all geographic territories and Market areas for the development and implementation of such programs. We are not restricted from Marketing in Your Territory. The Marketing Fund can be operated through an entity separate from Us that has all of Our rights and duties relating to the Marketing Fund. We are not liable for any act or omission with respect to the Marketing Fund or otherwise that is consistent with this Agreement or which is done in subjective good faith. The Marketing Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Marketing Fund and any promotion and Marketing efforts intended to benefit the System. We have the right to loan money to the Marketing Fund to cover any deficits; such loan may be governed by commercially-reasonable terms and interest rates. The Marketing Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement, and We disclaim any such relationship.

10.1.2 Use of Marketing Fund Fees. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, Including the payment of staff salaries and other expenses for those employees who may be involved in Marketing Fund activities. We may receive payment for providing goods or services to the Marketing Fund. We reserve the right to use fees from the Marketing Fund to place Marketing in national, regional, or local media. We are not required to spend any set amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, Including the payment of staff salaries and

other expenses for those employees who may be involved in Marketing Fund activities. Marketing Funds may be used to solicit additional franchisees and to promote the brand. Any unused Marketing funds in any calendar year will be applied to the following years' fund. You may request an unaudited annual report of Marketing expenditures within 90 days of the end of each year.

10.2 Marketing Assistance and Approved Marketing Materials. If We allow, You may develop Marketing and promotional materials and digital Marketing programs for Your use at Your cost. All such materials must be approved by Us in advance and in writing in accordance with Our Manuals. If You request that We assist You in the development of Your Marketing materials or promotional programs, and We agree to do so, this will be done for a Fee set forth in Exhibit "A-3." If You request additional Marketing materials from Us, We may supply such materials, in Our discretion, for our Fee set forth in Exhibit "A-3." Marketing that has been submitted by verified receipt or submission will be deemed disapproved if You do not receive written approval or disapproval within 10 days of the date We receive the submission. Any Marketing You create or use, Including any apps or other similar media that You create or have created for use by You in, or related to, Your Franchise Business, becomes Our property, is considered "works for hire" and may be used by Us or other franchisees without compensation to You and may be made available on Our website. We have the right to disapprove previously approved Marketing material at any time.

10.3 Marketing Compliance. Your Marketing and promotional activities, if allowed by Us, must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon Us and the System. You must participate in all Marketing, email, and other programs as developed by Us, Including the collection of Customer Data and participation in using and promoting apps, as developed by Us and as directed in Our Manuals.

10.4 Internet and Social Media. You may not create a website, apps, or Social Media accounts, or similar electronic media whether now or later developed, or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. You may not engage in Marketing on the Internet, Including posting items/services on third party re-sell or auction style websites, Including eBay®, Craigslist, Amazon.com, or use of apps without Our prior written permission. If We do provide written approval to create Your own website or Social Media for Your Franchise Business, all content must be pre-approved by Us in writing, and You must provide Us administrative access, account information and other information related to any of Your websites and Social Media. If We allow You to use Social Media in Your Franchise Business, all Social Media You develop or use must be attached only to the email address We provide to You or approve. We reserve the right to restrict Your right to use these sites in the future. Additionally, any website or Social Media You are allowed to create must be ADA compliant. You may also be allowed to place pre-approved information concerning Your Franchise Business on Our or other designated website and Social Media, as developed by Us. Additionally, You shall sign the Digital and Social Media Authorization for Assignment attached as Exhibit "A-10." You may not claim, link, or frame, any web listing on sites such as Yelp, etc. To the extent that You have any web listings using Our Marks, You hereby assign such accounts to Us, and You must facilitate any transition and assignment with the online directory or Social Media platform within 30 days of signing this Agreement or of creating such listing. You must strictly comply with the policies and procedures established by Us regarding websites, Social Media and Internet Marketing. We can prohibit or condition any use by You of the Internet, or other digital, electronic or Social Media in Our discretion. Upon signing this Agreement, You shall execute the Digital and Social Media Authorization for Assignment attached hereto as Exhibit "A-8."

ARTICLE XI
BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure a default within the time periods set forth below after receiving notice of default. If the default is one that is incapable of cure, Termination is effective as of the date of the notice of default unless We indicate otherwise in writing. Our election not to terminate the Agreement in the notice of default is not a waiver of Our right to do so.

No Cure Period:

A. Insolvency. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Unauthorized Duplication. You duplicate the System or use the System or any part thereof in connection with any other business.

C. Repeated Breaches. You repeatedly breach (3 or more times during the term of this Agreement) the same or different conditions of this Agreement or the Manuals within a 12-month period.

D. Unauthorized Use of Intellectual Property. You use Our Intellectual Property other than in connection with the operation of Your Franchise Business or You disclose or use the contents of the Manuals, trade secrets or confidential or proprietary information provided to You by Us in violation of this Agreement.

E. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety.

F. Misrepresentations. You make any material misrepresentations relating to the Franchise Business, Including during the acquisition of the Franchise Business.

G. Abandonment. You abandon or close Your Franchise Business.

H. Unauthorized Transfer. You attempt to Transfer (as defined in Article XIV below) all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You attempt to purport to sublicense to another any of the rights licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

I. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records, submit any false report or payment, make a false statement, or otherwise defraud Us.

J. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude or any other crime, offense or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Our interest therein. You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, Including radio, television, newspapers, the Internet, or Social Media; or You engage in conduct that, in Our good-faith estimation, does or could reflect negatively upon the operations and/or reputation of Your Franchise Business, the System, or Us in an adverse manner.

K. Unauthorized Competition. You fail to comply with the covenant not to compete as set forth in Article 16 and elsewhere in this Agreement.

L. Termination of Lease Agreement. Your Lease for the Premises is terminated.

M. Illegal Drug Use. You use illegal drugs or abuse prescription medication or refuse to submit to a drug test. Additionally, You go to a job or provide services while intoxicated whether by use of alcohol, illegal or legal drugs.

N. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate Your Franchise Business.

O. Unauthorized Modification. You modify in any degree by adding to or taking from or changing the contents or flavor of any Recipes or other proprietary food items as well as using any substitute ingredients or procedures in violation of the Manuals or this Agreement.

P. Multiple Failures. You, or any of Your direct or indirect owners, (a) fail on 3 or more separate occasions within any 12-consecutive-month period to comply with this Agreement, whether or not We notify You of the failures or You correct the failures, or (b) fail on 2 or more separate occasions within any 6-consecutive-month period to comply with the same obligation under this Agreement, whether or not We notify You of the failures or You correct the failures.

Q. Default of Another Agreement. You, or a related entity to You, default under the terms of any other agreement with Us.

R. Unauthorized Closure. Your Franchise Business is closed for a period of 2 or more consecutive days or not open for the business hours as required under this Agreement for 2 or more days in any 30-day period without Our prior written approval, or You move the location of Your Franchise Business Premises without Our prior written approval.

24-Hour Cure Period:

S. Health Code Violations. All health code violations must be cured within 24 hours of an inspection by Us or applicable governmental agency overseeing restaurant safety, except for threats to the public safety which may be cause for immediate Termination.

15-Day Cure Period:

T. Failure to Pay. You fail to pay any Fee or other amount due to Us, or other designated, approved or other suppliers or assigns, within the time period specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

U. Failure to Accurately Report. You fail to accurately report Your Gross Sales or fail to submit any reports or records required under this Agreement or the Manuals.

V. Default Notice of Lease Agreement. You receive a notice of default under Your Lease.

W. Act in Contravention. You perform or undertake any action to undermine or circumvent this Agreement, the System, or Us.

30-Day Cure Period:

X. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement for which no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. In the event of a default by You, all of Our estimated costs and expenses arising from such default(s), Including reasonable legal fees and reasonable charges for Our employee's time related to the default(s) must be paid to Us by You within 5 days following Our demand for payment. Notwithstanding anything to the contrary herein, We have the right, in Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time period allotted, We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:

11.3.1 Actionable Claim. Bring an action or claim for the balance of any monies due hereunder, Including, penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate the balance of any outstanding installment obligation due hereunder and bring an action for the entire accelerated balance.

11.3.2 Injunctive Relief. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.3 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.4 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.3.5 Cross Default. In Our sole discretion, We may terminate any other agreement You or a related entity or person, Including any of Your members or shareholders, have with Us.

11.4 No Right of Termination. Except as specifically provided herein, You may not terminate this Agreement. However, some states may allow You to terminate as permitted by state law (subject to applicable state law). After one year of operating Your Franchise Business, provided that you are not in default of this Agreement, You may terminate this Agreement by paying a fee of $25,000 and executing a general release agreement by You and Your guarantors. After two years of operating Your Franchise Business, provided that you are not in default of this Agreement, You may terminate this Agreement by paying a fee of $15,000 and executing a general release agreement by You and Your guarantors. If You choose to exercise this option, You must give Us 90 days' written notice. All provisions of this Agreement pertaining to termination will apply Including the survival of the covenants not to compete after termination. Notwithstanding the foregoing, if a general release is not allowed pursuant to Your state laws, then You may not terminate the Agreement as otherwise provided in this section.

11.5 Opportunity to Cure. Prior to taking any action against Us, You must first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You must give Us such additional time as is reasonably necessary to cure.

ARTICLE XII
TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You immediately cease to be Our franchisee and must:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees, and other obligations owed or accrued to Us or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as a Crumbl® franchisee or business and immediately and permanently cease to advertise or in any way use the System, Intellectual Property, apps, materials, methods, procedures, processes, Marks, or promotional materials provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Trade Secret and Confidential Information and Products. Except as provided below in Paragraph 12.1.8, within five days of termination, You must demonstrate with video proof sent to Us that You have permanently destroyed all information and/or products that We deem trade secret or confidential, or in the alternative, provide proof to Us that have sold such products or information to Us or another System franchisee such trade secret and/or confidential products.

12.1.4 Disassociation. Within 14 days after Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, Including the removal of signs, destruction of letterheads, changing of telephone listings, telephone numbers, and the like and to assign and transfer the telephone listing, telephone numbers, Marketing accounts, e-mail addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.5 Cancel DBA. Within 14 days after Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.6 Notify Suppliers. Immediately notify all suppliers, utilities, creditors and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification.

12.1.7 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail, (Including originals and any copies) physical copies of Our Manuals, all training, Marketing and promotional aids and materials and all other printed materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.8 Modification of Premises. If We do not exercise Our right to purchase Your Operating Assets or assume Your Lease upon Termination, then You must alter, modify and change both the exterior and interior appearance of Your Franchise Business Premises to Our satisfaction, so that it will be easily distinguished from the standard or common appearance of a Crumbl® business and will cease using the signs, seating, décor, displays, advertisements, promotional materials and the like that are unique or distinctive to the System.

12.1.9 Pay Damages. Pay to Us all costs, damages and expenses, Including post-term expenses and reasonable attorney's fees incurred by Us to enforce the provisions of this Agreement, Including to obtain injunctive or other relief to enforce any provision of this Agreement.

12.1.10 Proprietary Information. Cease using or availing Yourself of any of Our proprietary or Confidential Information. All trade secret and/or confidential information must be either physically destroyed or mailed to Us.

12.1.11 Customer Data. Provide Us with the Customer Data for all current, prior and expectant customers of the Franchise Business.

12.1.12 Evidence of Compliance. Otherwise furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 30 calendar days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.13 Reimbursement Fee. You must provide Us with an accounting and list of all outstanding gift cards and gift certificates as of the date of Termination, and You will be required to

refund all customer gift card and gift certificate amounts as required under Your state's applicable laws. In the event We are required to pay any reimbursement amounts to Your customers, for unredeemed gift cards or otherwise, You will be responsible to pay Us the reimbursement amount, plus a Fee in each instance for Our time (see Exhibit "A-3"). Additionally, to the extent You do not reimburse the customer, You must reimburse Us the amount of unredeemed customer gift cards and gift certificates purchased from You. Subject to state law.

12.1.14 Financial Inspections. If We require, You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination**.**

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from, or relating to, Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Intellectual Property or goodwill of the Franchise Business.

12.3 Survival of Provisions. All of the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, will survive and will apply following Termination of this Agreement, Including Your obligation to indemnify Us and each Crumbl Party and to pay all amounts owed, and You must continue to observe the confidentiality, brand-protection, non-competition and other restrictions of this Agreement and the provisions with respect to arbitration and dispute avoidance.

12.4 Make Premises Available to Us. In addition to those obligations set forth above, upon Termination, You must make the Premises accessible and available for Us to examine and verify Your compliance with Your post-termination obligations, and/or to operate if We, in Our sole discretion, choose to do so. If You fail to make the Premises available to Us, You will be assessed a Fee for the expense incurred by Us to enforce Our rights under this paragraph.

12.5 Your Continued Operation. If You continue to operate Your Franchise Business, or any business offering similar products and services, after Termination of this Agreement, using any of the Marks or any aspect of the System, Our remedies will Include, recovery of the greater of: (a) all profits earned by You in the operation of Your Franchise Business or similar business after such Termination; or (b) all royalties, Marketing contributions and other amounts which would have been due if such Termination, had not occurred.

12.6 Liquidated Damages. You and We recognize the difficulty of calculating damages caused by lost future royalties, but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the formula for liquidated damages set forth on Exhibit "A-3" as a compromise on the calculation of such damages. If this Agreement is Terminated, other than for non-renewal or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties.

These liquidated damages listed on Exhibit "A-3" will be equal to the average royalty payment from the previous 12 months multiplied by the lesser of 36 months or the remaining term of this Agreement. In addition, You must reimburse Us all of Our reasonable attorneys' fees and costs related to enforcing and collecting these liquidated damages. You and We agree that such amount will be reduced to the present value of such payments as of the date of termination utilizing an interest rate of 5%. Such liquidated damages only cover Our damages for lost royalties and does not cover any other damages under this agreement, at law, and in equity and are not a waiver of any other right. You agree that these liquidated damages do not give us an adequate remedy at law for any other default under any provision of this Agreement other than lost royalties.

12.6.1 Fee for Non-Compliance; Payment of Our Costs in Securing Compliance. In addition to any other remedy We may have under this Agreement and under law, in the event You fail to comply promptly with any of Your post-termination obligations: (a) You agree to pay Us $500 per day for each day that You are in default, as a reasonable estimate of the damages suffered by Us; and (b) to prevent further injury, We may hire a third-party or use Our own personnel to de-identify Your Premises and/or to carry out any other post-termination obligations on Your behalf, for which costs you will be responsible. These costs will include any attorneys' fees and costs incurred and associated with enforcing Your post-termination obligations. We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for these payments. This post-termination Fee obligation will not affect Our right to obtain appropriate injunctive relief and other remedies to enforce this Article XII, Our trademark rights, or the covenants to not compete.

12.6.2 Additional Non-Compliance Costs. In addition to the daily post-termination non-compliance Fee, You will pay to Us: (a) the amount of expenses reasonably incurred by Us to perform any obligation that You failed to perform, calculated on hourly rates of Our personnel, and time, travel, lodging, food and other expenses where applicable; and (b) all damages, costs and expenses, Including attorneys' fees and costs incurred by Us in obtaining injunctive or other relief. Upon Your Termination, We have the right to transfer from Your account by EFT or other electronic withdrawal means, a payment of $10,000 in respect and anticipation of the post-termination non-compliance Fees and expenses referred to in Section 12.5. Upon completion of de-identification of the Premises to Our reasonable satisfaction and payment of the expenses provided in this Section 12.5, We will refund to You any unused portion of the $10,000 remaining. If the $10,000 is insufficient to satisfy Your monetary obligations to Us, You will pay the balance owing within 30 days of Our invoice to You.

12.7 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your assets, contracts, inventory, equipment, signs, accessories and other personal property relating to Your Franchise Business (collectively, "Operating Assets") at the then-existing fair market value of such item or items as of the date of Termination of this Agreement, less any amounts owed to Us. You hereby grant Us permission to speak directly with Your landlord and other creditors, Including

suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to by the parties, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period") by giving written notice to You of Our intent to exercise Our option to purchase. The purchase of any of Your Operating Assets may, at Our option, be done through an asset purchase agreement with payment and delivery of the assets to be accomplish within 30 days after execution, unless You and We otherwise agree. We have the right to use Your assets and Premises during the Option Period, and in such case, We will pay You the fair market value of such use. Unless otherwise agreed by You, the purchase price as determined hereunder will be paid in cash within 30 days of providing notice of Our intent to purchase. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating Assets are subject to liens or taxes, We may withhold a portion of purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

13.1.2 Assumption of Lease. We have the right, during the Option Period, to assume Your Lease under the provisions of Paragraph 4.5.3 above.

13.1.3 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

13.1.4 Assignability. Our rights under this Section 13.1 are assignable by Us at Our discretion.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns. We may be sold or We may sell any part of or all of Our Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all of Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, retail locations or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks), or 2) the System is converted to another format or brand, maintained under the System or a different system. You waive all claims, demands and damages with respect to any transaction or otherwise allowed under this Section or otherwise. You must fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing.

14.2 No Assignment by You without Approval. This Agreement is personal as to You, and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current owners. Therefore, neither this Agreement nor any of its rights or privileges, nor any shares or units in the ownership of Your entity or Your Franchise Business may be Transferred (as defined below) in any manner by You or anyone else unless Our prior written approval is obtained. You must provide Us with all documentation relating to the Transfer of Your Franchise Business. Said approval will not be unreasonably withheld, but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers. You must provide Us written notice of Your intent to Transfer prior to listing or offering the Franchise Business for sale.

14.2.1 Transfers to Competitors Prohibited. You cannot Transfer any part of this Agreement, Your Franchise Business, or any part of Your entity, if applicable, to a competitor of Ours or an affiliate of a competitor of Ours without Our written permission. Any such Transfer without Our written approval is considered void ab initio.

14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, credit worthiness, background, training, personality, reputation, and business experience of the proposed transferee, the terms and conditions of the Transfer and any circumstances that would make the Transfer not in the best interests of Us or the System, Including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer. We are not liable to You or the transferee or any other person or entity relating to the Transfer and You must indemnify and hold Us and each Crumbl Party, as applicable, harmless from any liability whatsoever relating thereto.

14.4 Application for Transfer. Upon any proposed Transfer of this Agreement, or any interest in it, You must submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Transfer Fee. As a condition of Our approving the Transfer of this Agreement or Your Franchise Business, You must pay Us the non-refundable Transfer Fee listed in Exhibit "A-3" at the time of the approved transfer.

14.6 Permitted Internal Transfers. If a proposed Transfer is only among existing shareholders or members of a corporation or limited liability company franchisee, or among existing partners of a partnership franchisee, or by an individual or partnership franchisee to a corporation or limited liability company controlled and owned 100% by You or any combination or Your current owners, You shall pay us a reduced transfer fee as set forth in Exhibit "A-3," and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. However, You shall obtain Our prior written consent before executing such proposed Transfer. All guarantors will remain guarantors to this Agreement unless otherwise released by Us in writing in Our sole discretion. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that the Transfer thereof is subject to the restrictions of this Agreement.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us and are grounds for termination of this Agreement. Using this Agreement as security for a loan, or otherwise encumbering this Agreement is

prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor to otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer this Agreement or Your Franchise Business in whole or in part, or any material portion or property used by You in connection herewith, whether or not binding on Us, will be grounds for the immediate termination of this Agreement, unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of this Agreement or Your Franchise Business and as a condition for Our approval of any Transfer.

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder. All accounts payable and other monetary obligations to Us must be paid in full. You must have submitted all required reports, financial statements and other documents.

14.8.2 Written Proposal. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchise Business.

14.8.3 Assumption of Obligations. All Your obligations in connection with Your Franchise Business must be assumed by the transferee, Including assuming Your lease obligations, if applicable.

14.8.4 New Franchise Agreement. The transferee must sign the then-current form of the Franchise Agreement and fully upgrade the Franchise Business and Premises to the level required of new franchisees.

14.8.5 Payment for Training. The transferee must pay Us the Transferee Training Fee in Exhibit "A-3" and must complete the training program required of new franchisees as set forth in Section 6.1.4. You or the transferee must also pay the travel, lodging, food, and other expenses for your trainees while attending this training.

14.8.6 Transfer Fee. You must pay the transfer Fee set forth in Exhibit "A-3."

14.8.7 General Release. You and each of You must execute a general release releasing Us of any claims You may have against Us.

14.8.8 Gift Cards. You are required to provide Us and the proposed transferee with an accounting and list of all outstanding gift cards and gift certificates as of the date of Termination, and You must ensure that payment of all outstanding gift cards is a part of the transfer agreement.

14.8.9 Survival of Covenants. Your non-competition, indemnity and confidentiality obligations and the provisions relating to dispute resolutions will survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your assets, this Agreement, the Franchise Business or ownership in Your entity (collectively "Assets") on such terms and conditions specified in a bona fide written offer from a third party, who

would satisfy the criteria for approval under Section 14.3. You must notify Us in writing of the terms and conditions of the Transfer, Including the Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer, Including any additional data concerning the transaction requested by Us from You, We will have 60 days in which to advise You in writing of Our election to have the Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Should We elect to purchase the Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to off-set any amounts You owe to Us against the purchase price.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article 14. However, if there are any material changes in the terms and conditions of the proposed Transfer after You notify Us of the proposed Transfer, Including any changes in the terms and conditions occurring after We notify You of Our election not to purchase the Assets pursuant to Our right of first refusal, and any of those changes are less favorable to You, You must notify Us of the changes in writing and We will have an additional 10 days within which to elect to purchase the Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third-party within 90 days after We elect not to purchase the Assets, You must re-offer the Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Assets.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of a franchisee that is an individual or an entity owned by one individual (the term "incapacity" means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year), Your heirs or personal representative will have the right to continue Your Franchise Business; provided that We have the right to approve or reject of such heirs or personal representative, in Our sole discretion. If we give such approval, Your heirs or personal representative must, within a reasonable time (not more than 180 days) after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located), appoint a new Primary Owner in all matters pertaining to Your Franchise Business who must be approved by Us in writing and meet the requirements as stated herein. Such Primary Owner must be trained by Us in accordance with Our standards and You shall pay the transferee training fee and the transfer fee for permitted internal transfers as set forth in Exhibit "A-3." The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the transfer procedures explained above in this Article XIV will apply, Including the payment of the Franchise Agreement Transfer Fee as set forth in Exhibit "A-3." If We are required to run Your Franchise Business for a time due to Your death, incapacity, unexcused absence, poor performance, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply. In the event of the death or incapacity of Your Primary Owner, You shall ensure that the interest of Your Primary Owner in Your franchise entity is transferred to

another member and that You appoint a new Primary Owner, subject to Our prior written approval, and inform Us of such election, and You shall pay the transfer fee for permitted internal transfers as set forth in Exhibit "A-3."

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse or a third party all or any part of Your interest in this Agreement or Your franchisee entity and/or in any property related thereto, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all of the terms and conditions concerning Transfers set forth herein above.

14.12 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all of Your rights and interests in and under this Agreement and Your Franchise Business at fair market value payable on terms as reasonably negotiated. The purchase price will not include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You must execute a general release to Us. We will close Our purchase and make payment within 60 days after closing or as soon thereafter as reasonably practical.

14.13 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement without paying a fee to Us, to a corporation or limited liability company formed for the convenience of ownership, provided You: 1) provide Us at least 15 days' prior written notice of the proposed Transfer; 2) provide copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review; 3) own all voting securities of the corporation or limited liability company; and 4) remain as a personal guarantor to this Agreement.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, Including, its daily operations, managing and directing employees, contractors, and sales persons, and paying all costs and expenses of Your Franchise Business. You agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify Us and each Crumbl Party for any liability, cost or expense Including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your employees will be deemed to be Our employee and each employee will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We will guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You must defend, indemnify, and hold Us and each Crumbl Party harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable attorney's fees arising out of or related to, or in any way connected with You or

Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, Including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your employees, and other laws regarding public accommodations for persons with disabilities. We and each Crumbl Party will have the right to defend any such claim against it by employing counsel of its choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. You and We share in a common interest in avoiding situations where persons or companies who are or have been franchisees operate or otherwise become involved with a similar or Competing Business during the term of this Agreement. During the term of this Agreement and for any extensions or Successor Franchises hereof, neither You nor Your Immediate Family shall own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as an employee, contractor, consultant, partner, officer, director or shareholder of any Competing Business in any capacity, territory or location, except with Our prior written consent. You understand and acknowledge that to violate this Section will create irreparable harm. Each of Your owners, members, directors, officers, managers, and shareholders shall execute the standard Brand Protection Agreement attached as Exhibit "A-4." Your employees must execute Our Brand Protection Agreement attached hereto as Exhibit "A-5" (Although We provide You this form, it is Your responsibility to conform it to the laws and regulations of Your state.). A copy of all such agreements must be promptly delivered to Us at closing for Your Principals and within 1 week of hiring of Your management employees. You shall immediately notify Us in the event your Immediate Family has any interest or involvement in any Competing Business or is otherwise in violation of the provisions in this section.

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control must not make any unauthorized disclosure or use of Our Confidential Information other than as authorized by this Agreement. You must adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information, which procedures may be prescribed from time to time by Us. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, Including employees, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You have received information and met and corresponded with Our principals, agents and/or representatives and that any Confidential Information obtained or received as part of any prior meeting or correspondence is subject to the protection and restrictions of this Agreement.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, neither You nor Your Immediate Family cannot, directly or indirectly, participate as an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, advisor, officer, lessor, lessee, franchisor, franchisee or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any Competing

Business in any capacity, territory or location within Your Territory or within 25 miles of Your Territory or within 25 miles of the territory of any Crumbl® business operation at the time of Termination or Transfer of this Agreement.

16.3.1 Tolling of Covenant. In addition to other remedies available to Us, in the event You compete during the term of non-competition, this non-compete time period will be tolled and extended for the period of Your competition, plus an additional six months.

16.4 Non-Solicitation of Customers. For three years after the Termination of this Agreement, You shall not, directly or indirectly, contact any customer of Ours or of another franchisee or of Your former Franchise Business for the purpose of soliciting any such customer to a Competing Business from any such customer any business that is the same as or substantially similar to a Crumbl® business.

16.5 Survival of Covenants. The foregoing covenants will survive the Termination of this Agreement and will apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article XVI is likely to cause substantial and irreparable harm to Us and the System. You agree that the restrictions contained in this Agreement are reasonable and necessary for Our protection and the protection of other franchisees in the System, and that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article XVI be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. You and We agree that except as otherwise expressly provided for herein, in the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Salt Lake City, Utah, or at Our then-current headquarters within 30 days after either You or

We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute and if desired by either You or Us, the Dispute will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake City, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah. The arbitrator will have the power and jurisdiction to decide such Dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, Including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. Any Dispute must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and

Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party.

(iii) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of 1 year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than 2 years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(iv) Limited Damages. You and We waive any right or claim of any consequential, punitive or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained. We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith. If You bring an action for alleged wrongful Termination of this Agreement and provided that the termination has not resulted in a closure of Your Franchise Business, Your sole remedy will be to be reinstated as a franchisee with no award of damages. If the Termination results in a closure of Your Franchise Business, Your sole remedies will be reinstatement as a franchisee and to receive compensation for economic losses directly incurred by You as a result of such closure, conditioned upon Your duty to mitigate.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a 3-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not Include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the upfront cost of the mediation or arbitration, the other party has the right to cover those costs; however, the prevailing party in arbitration, Including on appeal, will be awarded costs and attorney's fees as set forth in Section 19.3 below.

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided

by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform all obligations under this Agreement.

ARTICLE XVIII
NOTICES

18.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered by one of the following methods with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission when confirmed by facsimile transmission, during normal business hours, Monday through Friday, holidays excepted; (iv) by sending an email to the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, three days after deposit in the mail to the addresses indicated on Exhibit "A-2."

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State

of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Salt Lake County, Utah will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

19.3 Costs and Attorney's Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorney's fees and other costs reasonably incurred in such action or arbitration or litigation proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes the Party which obtains a judgment in their favor, or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

19.6 No Limitation of Our Rights. We may, in Our discretion, elect not to enforce or selectively enforce any provision of this Agreement whether with respect to You or any other franchisee and such acts or omissions will not limit or otherwise affect Our rights to strictly enforce this Agreement.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, Including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entities, unless that contract, understanding or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that he, she or they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on

behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantor or any combination thereof, sign this Agreement, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You cannot offset or withhold the payment of any royalties, Fees, payments or other amounts due to Us or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, Including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion or other cause which is beyond such party's reasonable control. This Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document.

20.11 Amendments. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement, and are binding.

20.12 Effective Date. This Agreement will become effective only when fully executed and accepted by Us at Our headquarters.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction that We believe are necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this Franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third party or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of Our Franchise Disclosure Document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterpart and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect, and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit "A-2" are the owners of and sole holders of a legal and beneficial interest in Your Franchise Business.

20.22 Drafting. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and agree to all of its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement.

ARTICLE XXI
DEFINITIONS

"Competing Business" means a business, in wholesale or retail, offering products or services the same as or substantially similar to Your Franchise Business or the System in any capacity, territory or location, including any cookie, bakery, or dessert business, or any business whose gross sales total more than 10% in any of the following products: donuts, ice cream, or other treats or desserts, or other business offering products or services competitive to those of Crumbl.

"Confidential Information" means any information relating to Your Franchise Business, Our Products or services, or the development or operation of a Crumbl® business or relating to the System as a whole, Including: (i) methods for the preparation of Crumbl® Products; (ii) Our methods, techniques, formats, layout, specifications, hardware, software, systems, proprietary technology, procedures, equipment, sales and Marketing programs, techniques, knowledge, and experience in the development and operation of Crumbl® businesses; (iii) knowledge of, specifications for, and suppliers of, certain Crumbl® Products, materials, supplies, equipment, furnishings and fixtures; (iv) knowledge of operating results and financial performance of Crumbl® businesses; (v) Our strategic plans and concepts for the development, operation, or expansion of Crumbl® businesses; (vi) the contents of Our Manuals or any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship; (vii) all Customer Data, whether maintained or created by Us or You; and (viii) Our Intellectual Property that is generally deemed confidential. Confidential Information further Includes all Improvements whether developed or discovered by Us or You. You acknowledge and agree that prior to the execution of this Agreement, You received information and have met and corresponded with Our principals, agents and/or representatives and that any Confidential Information obtained or received prior to signing this Agreement is subject to the protection and restrictions of this Agreement.

"Copyright Materials" means all materials, Manuals, artwork and designs used with the Marks or in association with the System.

"Crumbl Party" Includes Us (Including Our predecessors, parents, affiliates, subsidiaries) and Our officers, directors, shareholders, members, managers, employees, agents, and representatives.

"Customer Data" means any and all customers, and customer and potential customer data and lists, Including phone numbers, emails, social media followers' information, etc., even if deemed to have arisen through Your activities.

"Dispute" any claim, controversy, disagreement, or dispute of any type whatsoever.

"Fees" refers to those fees, payments, and costs You are required to pay to Us, as more fully set forth on Exhibit "A-3."

"Gross Sales" Includes the total of all sales of all products, merchandise, goods or services sold, traded, bartered, or rendered by You and income of every kind and nature, Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. "Gross Sales" excludes bona fide credits and returns for products and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

"Immediate Family" refers to and Includes each of Your spouse, parents, step-parents, children, step-children, brothers and sisters, and their spouses or children or step-children, mothers-in-law, and fathers-in-law, sons-in-law, and daughters-in law, brothers-in-law, and sisters-in-law.

"Improvement" means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyrighted Materials, Manuals, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing and promotional ideas or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

"Including" or "Includes" throughout this Agreement, means "including but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all parts of the System particular to Us and collectively Includes all Marks, trade dress, names, copyrights, systems, patents, patent applications, trade secrets, software, Recipes, operations, Manuals, and other proprietary information.

"Interim Management Period" refers to the period of time during which We step in to manage Your Franchise Business due to Your defaults or poor performance or as otherwise allowed under this Agreement.

"Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

"Lease" means a commercial lease or other document or occupancy of the Premises.

"Manuals" means one or more guides or manuals, Including an operations manual and/or policies and procedures manual, technical bulletins or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be in printed or in an electronic format in Our discretion. We reserve the right to require You to use an electronic version of the Manuals and to require You to access the document using the Internet or an intranet created and supported by Us. You understand and agree that aside from the uses permitted specifically under law,

it is unlawful and a criminal offense to duplicate or reproduce any copyrighted or other proprietary materials.

"Marketing," "Market" includes advertising, brand development, promoting and selling products and/or services, market research and other related processes whether utilized or developed now or in the future.

"Marks" means the federally registered and common law trademarks and service marks owned by Us, whether now or later developed. "Marks" will also include any and all names, trade names, trademarks, slogans, service marks, logos and/or other commercial property or symbols licensed to You pursuant to this Agreement or used in connection with the System or later added to the System.

"Crumbl® Product" means any and all of the Crumbl® and other products and menu items that are sold or offered for sale by Us or by licensees or franchisees of Us at a Crumbl® business.

"Operating Account" is defined as that account into which all receipts of Your Franchise Business must be deposited.

"Primary Owner" is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least the majority of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a different ownership percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us.

"Recipes" means Our recipes, kitchen books, ingredients, flavors, compositions, mixes, syrups, spices, sauces, dressings, temperatures, cook or mix times, measurements, menu items, preparation techniques, methods, and formulas, etc., related to Our food or drink products and menu items.

"Shall" when used in this Agreement, shall means must or other similar affirmative obligation on Your or Our part, as the context requires.

"Social Media" means any and all websites and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

"Termination or Terminate" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, transfer, or any other means by which this Agreement is no longer in effect and wherein You are no longer a franchisee of the Crumbl® System.

"Transfer" Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, mortgage or granting of any security interest.

"We," "Our(s)" and "Us" Includes Our predecessors, parents, affiliates, subsidiaries.

"You" or "Your" Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current members, Primary Owners, owners, partners, shareholders, managers, directors, officers, agents, affiliates, employees and with those whose conduct You are chargeable.

[INTENTIONALLY LEFT BLANK]

WE CANNOT RELIABLY PROJECT YOUR FUTURE PERFORMANCE, REVENUES OR PROFITS, AND YOU REPRESENT, COVENANT AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AS A FRANCHISEE AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE POTENTIAL SUCCESS OF THE BUSINESS OPERATIONS UNDER THIS FRANCHISE AGREEMENT. THE SUCCESS OF YOUR BUSINESS IS LARGELY DEPENDENT ON YOUR PERSONAL EFFORTS.

WE EXPRESSLY DISCLAIM THE MAKING OF ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SALES, EARNING, INCOME, PROFITS, GROSS REVENUES, BUSINESS OR FINANCIAL SUCCESS, OR VALUE OF YOUR FRANCHISE BUSINESS.

YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT AND RELATED DOCUMENTS REVIEWED BY YOUR OWN ATTORNEY.

IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR OTHER ENTITY, ALL SHAREHOLDERS, MEMBERS, AND OWNERS OF THE CORPORATION, LIMITED LIABILITY COMPANY, OR OTHER ENTITY MUST EXECUTE A GUARANTY AND ASSUMPTION OF OBLIGATIONS, ATTACHED HERETO AS EXHIBIT "A-10."

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

_____
(Entity Name)

By: _____
(Signature)

Name: _____

Title: _____

If the franchisee is not an entity, each person must sign personally.

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

By: _____
(Signature)

Name: _____, personally

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

TERRITORY:
(Map may be attached)

The Territory will consist of a _____-mile radius from the following location: _____.

_____
Franchisor Initial and Date

_____
Franchisee Initial and Date

LOCATION OF PREMISES

APPROVED PREMISES LOCATION:

Premises located at: _____.

_____
Franchisor Initial and Date

_____
Franchisee Initial and Date

Our approval of the Territory or a site is not a guarantee or a warranty of the potential success of a territory or a site.

EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership □ Corporation
□ Sole Proprietorship □ Limited Liability Company

Name of Entity: _____
State Entity was formed: _____/Date of Formation: _____
EIN: _____

You must write below the name and address of each shareholder, partner, or member holding an ownership interest in the corporation, partnership or limited liability company. *Attach additional sheets as needed.

Name	Address	Percentage of Ownership*

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

List the names of the officers of the company:

Name	Title	Manager/Officer

The address where Your corporate records are maintained is: _____
_____
_____.

The name and address of the Primary Owner who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with us and make decisions relating to the operations of the franchise business:

Name: _____
Address: _____
Email: _____

You must provide us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below.

All notices must be sent to the following address as required by Article XVIII of the Agreement.

FRANCHISOR:	**FRANCHISEE:**
Crumbl Franchising, LLC 815 W University Pkwy Orem, Utah 84058 (or Our then-current headquarters) Email: franchise@crumbl.com	_____, LLC/Inc. _____ _____ Email:_____

Dated _____.

FRANCHISEE:

_____
(Entity Name)

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART

You agree to the following Fees as more fully described in the Franchise Agreement.

Type of Fee*	Amount	Notes
Initial Franchise Fee*	$25,000 (if the date of the franchise agreement is on or after June 30, 2022) $50,000 (if the date of the franchise agreement is after June 30, 2022)	See Section 5.1
Initial Equipment Packages	Tech Package – currently, $10,650 to $12,650 as determined by Us. General Equipment Package – currently, $64,850 to $102,800 as determined by Us.	See Section 5.12
Royalty*	8% of gross sales	See Section 5.2
Marketing Fee*	2% of gross sales	See Paragraph 5.3.1
Initial Training Fee*	$8,000 per training session at your location, unless Your Principal Owner has already opened a Crumbl® franchise, in which case, the fee is $4,000.	See Section 6.1.4
New Primary Owner or Management Training	$4,000 per training session	See Section 6.1.4(ii)
Annual Manager Training Fee	$250 per person per training session	See Section 6.1.4.(iii)
Additional In-Person Training or Assistance	$500 per day, per person	See Section 6.1.4.(iv)
Franchise Agreement Transfer Fee*	$10,000	See Section 14.5
Transfer Fee for Permitted Internal Transfers*	Our legal fees and administrative costs related to the transfer, no less than $500.	See Section 14.6
Transferee Training Fee	$8,000 per training session	See Sections 14.8.5
Relocation Fee	$2,500	See Section 4.5
Late Fees and Interest	$25 per day per late fee or report; plus 18% interest, or the maximum allowed by state law, whichever is less	See Paragraph 5.4.3

NSF Fees	$50 per bounced check or draft, or the maximum allowed by state law	See Paragraph 5.4.3
Successor Franchise Fee*	$2,500	See Paragraph 2.2.4
Conference Fee	Our then-current fee for conferences or seminars. Currently the fee is $0 per day as noted in Item 11 in FDD.	See Paragraph 6.1.13
Supplier Evaluation Fee	$2,000, plus reasonable expenses, at cost	See Section 8.3
Fees on Default	Attorney's fees, costs, interests and audit costs	See Section 11.2
Audit Charge	Cost of audit	See Paragraph 5.5.2
Interim Management Fee	Our then-current fee; currently the fee is $500 per day, per representative, or our then-current rate, plus food, travel and lodging for our representative(s) and other expenses which may be incurred by us to perform such services.	See Paragraph 6.2.3 and Section 14.10
Interim Training Fee	Our then-current fee; currently the fee is $500 per day, per representative, or our then-current rate, plus food, travel and lodging for our representative(s) and other expenses which may be incurred by us to perform such services.	See Paragraph 7.3.3
System Non-compliance	$250 to $1,000. Our current fines are set forth below: - Store uncleanliness ($250) - Failing to provide documentation ($250) - Unauthorized use/disclosure of trademark, brand materials, intellectual property, confidential information ($1,000) - Unauthorized use of product/supplier ($1,000) - Unauthorized Packaging ($1,000) - Poor product quality ($250) - Failure to meet deadlines for new equipment, products,	See Section 5.9

	processes, etc. ($250) - Hygiene/Dress code violation ($250) - Health or safety violation ($250) - Miscellaneous noncompliance ($250)	
Indemnification	Varies	See Section 15.2
Technology Fee	$500 per month	See Section 5.10
Dispute Resolution Fees	Varies	See Section 17.2
Post-Termination Liquidated Damages	Average royalty from the previous 12 months multiplied by the lesser of 36 months or the remaining term of this Agreement, whichever is less.	See Section 12.6
De-identification Fee	$500 per day for each day that You are in default	See Section 12.6.1
Tax Reimbursement Fee	Sum equal to tax imposed	See Paragraph 5.4.5
Insurance Reimbursement Fee	The cost of insurance, plus 10% administrative fee.	See Paragraph 6.1.10
PCI and DSS Audit Reimbursement Fee	All costs of the audit	See Paragraph 6.1.12(iii)
Reimbursement Fee	All reimbursement amounts paid to customers, plus a 10% administrative fee.	See Paragraph 12.1.13
Marketing Materials	Cost plus Our reasonable costs, not to exceed 10% for shipping and handling	See Section 10.2
Document Preparation Fee	Our legal fees and administrative costs related to the transfer, no less than $250	See Section 5.11
Marketing Assistance Fee	$75 per hour or Our then-current rate as set forth in Our Manuals.	See Section 10.2

* All fees, except those identified with an *, are the current fees and may be changed in the Manuals in Our discretion. There may be other fees and fines listed in the Manuals.

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of _____, by CRUMBL FRANCHISING, LLC ("Franchisor" or the "Company") and the undersigned (each a "Principal" and collectively, the "Principals").

WHEREAS, the Principal(s) or his/her/their company entered into (or intend to enter into) an agreement with Franchisor so as to be able to obtain the rights to operate a Crumbl® Business using the System developed by Franchisor, Including certain confidential and proprietary information of Franchisor ("Franchise Agreement");

WHEREAS, Franchisor has developed confidential and proprietary Recipes for the operation of a Crumbl® Franchise Business and may continue to develop new Recipes and revise current Recipes for use in association with the Crumbl® System; and

WHEREAS, Principals may have access to the confidential and proprietary Recipes; and

WHEREAS, each Principal recognizes the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognizes that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement, and all references herein to "Article," "Sections" and "Paragraphs" refers to articles, paragraphs and sections of the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Each Principal individually acknowledges that he or she has obtained or may obtain knowledge of confidential matters, procedures, services, Recipes the System, and products developed, used, licensed to, and owned by Franchisor and made available to Principals, that are necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively and profitably operate. Each Principal further acknowledges that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, each Principal and any of a Principal's Immediate Family, shall not during the term of the Franchise Agreement and any Successor Franchise or Successor Franchise Agreement or any time thereafter, in perpetuity, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. The parties hereto intend that the

information disclosed by Franchisor prior to the actual execution of this Agreement will constitute Confidential Information and will be subject to all the terms and conditions of this Agreement (Including the covenants protecting against disclosures) as if such information had been disclosed following the execution of this Agreement.

2.1 Duty to Notify. Each Principal shall notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all employees to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that a Principal knew or had reason to know of any suspected attempts to violate this Agreement, each Principal agrees to indemnify Franchisor and Franchisor's parents, affiliates, officers, directors, shareholders, members, managers, employees, agents, and representatives for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Each Principal shall not either personally, in concert with others, or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any Recipe, and will not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so. For purposes of this Agreement, reverse engineering will include any deviations from the Recipes that make minimal changes to the process, procedure, or ingredients such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.

2.4 Limited Use. Principals must limit his/her use of the Recipes, Including, their recollection of the Recipes, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor.

2.5 No Reverse Engineering. Principals must not, either personally, in concert with others or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Confidential Information, and will not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so.

3. Non-Competition. Principals, Principals' Immediate Family, and Franchisor share in a common interest in avoiding situations where persons or companies who are or have been Crumbl® franchisees operate or otherwise become involved with a substantially similar competing business. Therefore, the following covenants will be enforced during and after the term of the Franchise Agreement.

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises hereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as an employee, consultant, contractor, partner, officer, director or shareholder of any cookie, bakery, or dessert business, including any business whose gross sales total more than 10% in any of the following products: donuts, ice cream, or other treats or desserts, or other business offering products or services competitive to those of the Franchise Business or the System in any capacity or location anywhere in the world, except with Franchisor's prior written consent. Principals understand and acknowledge that to violate this Section will create irreparable harm.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or Your franchise entity, and for a continuous, uninterrupted period of 3 years thereafter, neither Principals, nor any Principal's Immediate Family, nor any members, managers, owners, partners, officers, directors, agents, affiliates or principal employees of Principals' company, shall, directly or indirectly, participate as an owner, operator, shareholder, director, partner, consultant, agent, member, manager, employee, contractor, advisor, officer, lessor, lessee, franchisor, franchisee or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any business, firm, entity, partnership or company, in any cookie, bakery, or dessert business, including any business whose gross sales total more than 10% in any of the following products: donuts, ice cream, or other treats or desserts, or other business offering products or services competitive to those of the Franchise Business or the System in any capacity, territory, or location within the Territory or within 25 miles of the Territory or within 25 miles of the territory of any System, franchise, or Crumbl® business operation at the time of Termination of the Franchise Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Principals agree that the Franchise Business attracts customers from up to 25 miles, and that such geographical restraint is not unreasonable.

3.2.1 In the event a Principal competes during the term of non-competition, this non-compete time period will be tolled and extended for the period of such Principal's competition.

4. Non-Solicitation of Customers. Subject to applicable state law, Principals shall not, during the term of the Franchise Agreement and any extensions or Successor Franchise and for three years thereafter, directly or indirectly, contact any former or then-current customer of the Franchise Business or Franchisor for the purpose of soliciting from any such customer any business that is the same as or substantially similar to the business conducted between Principals or Principals' company and the customer, or Franchisor or Franchisor's affiliate and the customer. All customer data belongs to Franchisor.

5. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from Your franchise entity, each Principal agrees to deliver to Franchisor (and will not keep a copy in his or her possession or deliver to anyone else) the Crumbl® Manuals and any and all Confidential Information.

6. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 5 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

7. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be

considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will Include the feminine and neuter and the singular will include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action.

8. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the State of Utah, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of Utah.

9. Attorney's Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

10. Binding Agreement. This Agreement will bind the successors and assigns of a Principal and his or her heirs, personal representative, successors and assigns. No rights under this Agreement are assignable by any Principal, and any purported assignment will be null and void and of no force or effect.

11. Survival of Covenants. All covenants made in this Agreement by Principals will survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

12. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first herein above written.

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

PRINCIPALS:

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

By: _____
(Signature)
Name: _____

Title: _____

EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

EMPLOYEE BRAND PROTECTION AGREEMENT

This EMPLOYEE BRAND PROTECTION AGREEMENT ("Agreement") is entered into as of _____, between _____ ("Franchisee") and _____ ("Employee"), residing at _____.

A. Franchisee is the holder of a Crumbl® franchise developed by Crumbl Franchising, LLC ("Franchisor").

B. Franchisor has developed certain confidential and proprietary information for the operation of a Crumbl® franchise, including without limitation, processes, methods, trade secrets, systems, software, pricing, financial information, customer data and lists, manuals, marketing techniques, and procedures ("Proprietary Information"), and Employee may in the course of his or her employment by Franchisee have access to such Proprietary Information.

C. Included in the Proprietary Information are confidential and proprietary mixes, recipes, flavors, ingredients, sauces, syrups, spices, processes, methods, formulas, temperatures, and measurements and other information relating to the preparation of food items (collectively "Recipes") for use in the operation of a Crumbl® franchise businesses.

NOW, THEREFORE, in consideration of the employment of Employee by Franchisee, the parties hereto agree as follows:

1. Acknowledgement. Employee acknowledges that in the initial training program and during the course of his or her employment by Franchisee he or she has obtained or may obtain knowledge of the Proprietary Information and other confidential matters and procedures developed, licensed to or owned by Franchisor and made available to Franchisee, which are necessary and essential to the operation of the business of Franchisee, which without such information, Franchisee could not efficiently, effectively and profitably operate its Crumbl® franchise. Employee shall disclose in writing to Franchisee or Franchisor, within 10 days after receipt of such Proprietary Information, as to whether such Proprietary Information was already known to him or her. Recipient agrees that by not providing such disclosure to Franchisee or Franchisor, Employee is acknowledging and representing that that such Proprietary Information was not known to Employee prior to the association with Franchisee.

2. Non-Use, Non-Disclosure. Except as may be required in the performance of duties for Franchisee, Employee shall not, during the course of his or her employment or at any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use any portion of the Proprietary Information, and agrees not to copy, transmit, recreate or otherwise reproduce all of any part of the Proprietary Information at any time.

2.1 No Reverse Engineering. Employee shall not, either personally, in concert with others or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Proprietary Information, including without limitation, the Recipes, and will not allow, encourage or permit any partner, owner, director, member,

manager, agent, employee or other person to do so. For purposes of this Agreement, reverse engineering as relates to the Recipes will include any deviations from the Recipes that make minimal changes to the process, procedure, or ingredients such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.

3. Limited Use. Employee shall not use the Proprietary Information at any time, place, or circumstance, except as directed by Franchisee or its authorized representatives. In no event shall Employee use the Proprietary Information, whether in part or in whole, outside of Employee's specific employment duties.

4. Duty to Notify. Employee agrees to notify Franchisor or Franchisee or Employee's immediate superiors of any reasonably suspected attempts to violate the terms or purposes of this Agreement or to otherwise disclose, copy or reproduce any part of the Proprietary Information. Employee agrees to cooperate with Franchisor and Franchisee in its or their attempts to enforce the terms of this Agreement and to otherwise protect the Proprietary Information, and to cooperate with Franchisee and Franchisor to the extent Franchisee is obligated to cooperate with Franchisor's attempts to enforce its rights in and to the Proprietary Information.

5. Return of Materials. Immediately upon the termination of employment, Employee agrees to deliver to Franchisee (and will not keep in his or her possession or deliver to anyone else whether in hard or electronic soft copy) any and all records, data, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, to the Proprietary Information.

6. Management and Supervisor Employees. This Section 6 will only apply if Employee is a **management employee and/or acts in a supervisory role over other employees**. This Section 6 will only apply to the extent permitted by state law.

6.1 Non-Competition. Employee will not, during the course of his or her employment by Franchisee, and for one year thereafter, directly or indirectly in any capacity, without Franchisee's prior written consent, engage in a business, or plan for or organize a business, or have any financial interest in, or become and owner, officer, director, shareholder, partner, associate, employee, contractor, agent, representative or consultant in any cookie, bakery, or dessert business, including any business whose gross sales total more than 10% in any of the following products: donuts, ice cream, or other treats or desserts, or other business offering products or services the same or substantially similar to a Crumbl® business. Without limiting the generality of the foregoing, the minimum area of competitive nature will be that area within a 10-mile radius of Franchisee's place of business or any Crumbl® business operation at the time of Employee's termination of employment. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

6.2 Non-Solicitation of Customers. Employee will not, during the course of his or her employment and for one year thereafter, directly or indirectly, contact any customer of Franchisee for the purpose of soliciting customers of Franchisee or of any Crumbl® business to be a customer of a business that is the same as or similar to a Crumbl® business.

7. Irreparable Harm. Employee hereby acknowledges and agrees that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which

Franchisee may be entitled, either Franchisee or Franchisor will be entitled to enforce this Agreement and to seek temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by Employee of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisee or Franchisor by such breach, and without the requirement of posting bond.

8. Modification. Employee hereby agrees that, without limitation, any modifications, alterations, changes, or improvements conceived, designed, devised, developed, perfected or made by Employee, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of the Franchise, or the Crumbl® system, or to any area of research and development, must be promptly disclosed to the Franchisee and will become the property of Franchisor, and Employee hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

9. Enforceability. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely.

10. Survival of Covenants. All covenants made in this Agreement by Employee will survive the termination of Employee's employment with Franchisee or the expiration, transfer, or termination of this Agreement.

11. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by both parties.

12. Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

14. Third-party Beneficiary. It is agreed and acknowledged that Franchisor is a third-party beneficiary to this Agreement.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first herein above written.

FRANCHISEE:

_____

EMPLOYEE (if a minor, see next page):

_____

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Age: _____

For persons under 18 years of age, a parent or legal guardian must sign the Employee Brand Protection Agreement and complete the following section.

I, _____ (Parent/Guardian), the undersigned and the parent and natural guardian of _____ (minor's name), hereby acknowledge that I have executed the foregoing Employee Brand Protection Agreement for and on behalf of the minor named herein. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our successors and assigns to the obligations and liabilities of the foregoing Employee Brand Protection Agreement.

SIGNED AND WITNESSED _____.

Signature of Parent/Guardian: _____

Name of Parent/Guardian: _____

Address: _____
_____

Phone: _____

EXHIBIT "A-6"
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Store Name and/or Number: _____

Business Name: _____

I (We) hereby authorize Crumbl Franchising, LLC hereinafter called ("Company"), to initiate debit entries to my (our) ☐ checking account/ ☐ savings account (select one) indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name(s): _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-7"
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Store Name and/or Number: _____

Business Name: _____

I (We) hereby authorize Crumbl Foods, LLC hereinafter called ("Company"), to initiate debit entries to my (our) ☐ checking account/ ☐ savings account (select one) indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name(s): _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-8"
TO THE FRANCHISE AGREEMENT

DIGITAL AND SOCIAL MEDIA AUTHORIZATION FOR ASSIGNMENT

This **DIGITAL AND SOCIAL MEDIA ASSIGNMENT AUTHORIZATION** ("Assignment") is made and entered into as of the Effective Date (defined below), by and between _____ ("Franchisee") and Crumbl Franchising, LLC ("Franchisor").

RECITALS

WHEREAS, Franchisee has entered into a Crumbl® Franchise Agreement with Franchisor coterminous with this Assignment ("Franchise Agreement'); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the Crumbl® trademark, trade names, trade dress, and other associated intellectual property (collectively, the "Marks") in conjunction with Franchisee's Crumbl® Franchise Business; and

WHEREAS, under the Franchise Agreement, all marketing materials, customer and prospective customer information, and social media accounts belong to Franchisor; and

WHEREAS, Franchisee understands and agrees that immediately following termination of the Franchise Agreement, Franchisee will not have any continuing rights in or to the Marks, Marketing materials, Customer Data or the like and that all such information must be immediately turned over to Franchisor; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, including all associated goodwill, in the Social Media and other digital media accounts used in the Crumbl® franchise business or used or created in any way by Franchisee to promote or use the Marks, Including, Franchisee's Facebook, Instagram, Pinterest, Twitter, LinkedIn, Tumblr, and other social media accounts (collectively the "Social Media Accounts"). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, including providing all passwords and administrative access to such Social Media Accounts.

2. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts:

a. Franchisee has the right to assign the Social Media Accounts and they are free and clear of all liens and encrumbrances.

b. Franchisee shall not, after termination of the Franchise Agreement attempt to access, control, interfere with, or obstruct the Social Media Accounts.

c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts.

d. Franchisee has not taken, or permitted, any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media Accounts to Franchisor hereunder.

3. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Account. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts to Franchisor hereunder.

4. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

5. This Assignment will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions.

6. The parties intend this Assignment to be the full and complete agreement between Franchisee and Franchisor as relates to the assignment and transfer of Social Media Accounts, whether oral or written, and whether occurring before or contemporaneously with the execution of this Assignment.

FRANCHISEE:	**FRANCHISOR:**
_____	Crumbl Franchising, LLC
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "A-9"
TO FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

Illinois Law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of _____.

FRANCHISEE	**CRUMBL FRANCHISING, LLC**
By:_____	By: _____
Its	Its

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

By and between **CRUMBL FRANCHISING, LLC**, a Utah limited liability company, hereinafter referred to as "Franchisor" and _____, hereinafter referred to as "Franchisee."

1. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

3. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be effective as of _____, with the full authority of the Company principal they represent.

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
Its, _____

FRANCHISEE:

_____

By: _____
Name & Title: _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   > Minnesota statute 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400J prohibits requiring a franchisee from waiving his rights to a

jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

6. Any limitation of claims must comply with Minn. Stat. 80C.17, subdivision 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a).

CRUMBL FRANCHISING, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this _____, between **CRUMBL FRANCHISING, LLC** and _____ _____ to amend and revise said Franchise Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorney's fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchise may not assent to a waiver of exemplary or punitive damages.
- Franchisee may not assent to a waiver of jury trial.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

CRUMBL FRANCHISING, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA

Intentionally Left Blank

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

[*Signature Page Follows*]

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20___.

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

_____

By: _____
(Signature)

Name: _____
Title: _____

INDIVIDUALS:
Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The following shall apply to Franchise Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "A-10"
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of the Effective Date (defined below) by and between **Crumbl Franchising, LLC**, a Utah limited liability company/corporation, ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____, LLC/INC. (the "Business Entity") and their spouses or legal domestic partner (collectively and individually referred to as "spouse").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated _____ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, Including confidentiality and the non-competition provisions.

2. Waivers. Each Guarantor(s) waive: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. **Consents and Agreements**. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, if required by the Franchise Agreement, after its termination or expiration.

4. **Enforcement Costs**. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in

contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Franchise Agreement and agree that the provisions of Article XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor(s) irrevocably submits to the exclusive jurisdiction and venue of said listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled.

6. Counterparts. This Guaranty may be signed in counterparts including by electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original, and when said counterparts have been exchanged between the parties, they will be of full force and effect.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed and sealed this Guaranty effective as of _____ ("Effective Date").

FRANCHISOR:

Crumbl Franchising, LLC
A Utah limited liability company

By: _____
(Signature)

Name: _____

Title: _____

GUARANTOR(S):

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "B"
TO THE FDD

STATEMENT OF PROSPECTIVE FRANCHISEE

CRUMBL FRANCHISING, LLC
STATEMENT OF PROSPECTIVE FRANCHISEE(S)

[NOTE: Please complete in the handwriting of Prospective Franchisee(s). If more than one person is a part of the franchisee, all must initial and sign.]

Prospective Franchisee(s) ("We," "Us," "Our" or "Prospective Franchisee" in this document), and **CRUMBL FRANCHISING, LLC** ("Franchisor") each have an interest in making sure that no misunderstandings exist between them, and to verify that no violations of law might have occurred, and understanding that the Franchisor is relying on Our statements, We represent as follows:

A.	**The following dates and information are true and correct:**	**Initials**
	1. The date on which We received the Franchise Disclosure Document with the Franchise Agreement and all other documents for the Crumbl® Franchise was _____.	_____
	2. We negotiated the following documents with the Franchisor: _____ _____	_____
	3. The date when We received a fully completed (ready for signatures) copy of the Franchise Agreement and other documents We later signed was _____.	_____
	4. The earliest date on which We signed the Franchise Agreement or any other binding document was _____.	_____
	5. The earliest date on which We delivered cash, check or other consideration to the Franchisor, or any other person or company was _____.	_____

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, representations, understandings, "side deals," or otherwise of any type, which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement or any other written documents, have been made to or with Us with respect to any matter, nor have We relied in any way on any such, except as expressly set forth in the Franchise Agreement or a written Addendum/Appendix thereto to be signed by Us and the President of the Franchisor, except as

follows:

_____ _____

(If none, write NONE in your own handwriting)

2. No oral, written, visual or other claim, guarantee or representation of any sort, has been made to Us which stated or suggested any specific level or range of actual or potential sales, income, expenses, profits, cash flow, by any person or entity, nor have We relied in any way on any such, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

_____ _____

(If none, write NONE in your own handwriting)

3. We are not relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have We relied in any way on such, except as expressly set forth in the Franchise Agreement or a written Addendum/Appendix thereto to be signed by Us and the President of the Franchisor, except as follows:

_____ _____

(If none, write NONE in your own handwriting)

4. We constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of Us individually has received the Franchise Disclosure Document and all exhibits and has carefully read, discussed, understands and agrees to the Franchise Agreement, each written Addendum/Appendix and any Personal Guarantees. _____

5. We have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has <u>strongly</u> recommended that We obtain such independent professional advice. _____

6. We confirm that We have had the opportunity to discuss the proposed purchase of, or investment in, a/an Crumbl® Franchise with existing Crumbl® franchisees. _____

7. We understand that entry into any business venture necessarily involves some unavoidable risk of loss or failure and that the Crumbl® Franchise is a speculative investment. Investment beyond that outlined in the Disclosure

Document may be required to succeed and there exists no guaranty against possible loss or failure. _____

8. If there are any matters inconsistent with the statements in this document, or if anyone has suggested that We sign this document without all of its statements being true, correct and complete, We will (a) **immediately** inform the Franchisor's President; and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time before going forward. _____

   We understand and agree that the Franchisor does not furnish or endorse or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, income, expenses, profits, cash flow, or otherwise, that any such information not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or in a formal exhibit to the Disclosure Document) is <u>not reliable and that We have not relied on such information and that no such results can be assured or estimated and that actual results will vary from unit to unit and may vary significantly.</u> _____

9. We acknowledge that the law governing the franchise relationship is Utah law and that the exclusive venue for any dispute will be in Salt Lake County, Utah.

10. We are also a franchisee in the following system(s):

    _____
    (write "NONE" in your own handwriting if not a franchisee for another franchise system) _____

We understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

DATED _____.

PROSPECTIVE FRANCHISEE ENTITY:

_____

By:_____
(Signature)

Name: _____

Title: _____

INDIVIDUALS: (individual owners)

By:_____
(Signature)

Name: _____

Title: _____

By:_____
(Signature)

Name: _____

Title: _____

By:_____
(Signature)

Name: _____

Title: _____

By:_____
(Signature)

Name: _____

Title: _____

EXHIBIT "C"
TO THE FDD

FINANCIAL STATEMENTS
(Attached)

Audited

December 31, 2021, 2020 (Restated), and 2019
Balance Sheets
Statement of Income and Changes in Members' Deficit
Statement of Cash Flows
Notes to Financial Statements

CRUMBL FRANCHISING, LLC

FINANCIAL STATEMENTS

Years Ended December 31, 2021, 2020 (Restated), and 2019

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SQUIRE
HIGHER PERSPECTIVE

INDEPENDENT AUDITOR'S REPORT

To the Members of
Crumbl Franchising, LLC

Opinion

We have audited the financial statements of Crumbl Franchising, LLC, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Crumbl Franchising, LLC as of December 31, 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 Audit of the Financial Statements section of our report. We are required to be independent of Crumbl Franchising, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

2020 Financial Statements Restated

As discussed in Note 8 to the financial statements, the 2020 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Other Matter

The financial statements of Crumbl Franchising, LLC for the year ended December 31, 2019, were audited by another auditor who expressed an unmodified opinion on those statements on March 11, 2020.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an 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 an audit 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 financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Squire & Company, P.C.

Orem, Utah
March 10, 2022

CRUMBL FRANCHISING, LLC
BALANCE SHEETS
December 31, 2021 and 2020 (Restated)

	2021	2020 (Restated)
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 11,731,165	$ 5,539,843
Accounts receivable	910,933	24,050
Related party receivable	2,586,368	-
Inventory	-	71,570
Prepaid expenses	-	7,858
Total current assets	15,228,466	5,643,321
Property and Equipment, net	982,579	646,882
Deposits	28,381	28,381
Total assets	$ 16,239,426	$ 6,318,584
LIABILITIES AND MEMBERS' DEFICIT		
Current Liabilities:		
Accounts payable	$ 458,921	$ 81,595
Accrued payroll	550,109	81,288
Deferred advertising and marketing fees	4,261,463	578,884
Deferred gift card sales	861,590	-
Current portion of notes payable	18,042	158,771
Current portion of deferred franchise fees	3,664,500	1,575,000
Total current liabilities	9,814,625	2,475,538
Long-Term Liabilities:		
Notes payable, less current portion	-	18,042
Deferred franchise fees, less current portion	11,227,135	5,480,047
Total long-term liabilities	11,227,135	5,498,089
Total liabilities	21,041,760	7,973,627
Members' Deficit	(4,802,334)	(1,655,043)
Total liabilities and members' deficit	$ 16,239,426	$ 6,318,584

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

CRUMBL FRANCHISING, LLC
STATEMENTS OF INCOME AND CHANGES IN MEMBERS' DEFICIT
Years Ended December 31, 2021, 2020 (Restated), and 2019

	2021	2020 (Restated)	2019
Revenues:			
Royalties	$ 30,086,511	$ 7,193,704	$ 2,322,929
Advertising and marketing fees	8,216,207	3,457,560	1,461,894
Franchise fees	2,540,912	692,834	179,692
Supply fees	2,463,280	888,145	321,897
Additional service fees	1,040,919	469,032	-
Technology fees	1,078,700	339,500	42,600
Gift card breakage	210,770	-	-
Merchant fees	580,171	215,604	-
Other revenue	422,105	166,100	5,831
Total revenues	46,639,575	13,422,479	4,334,843
Cost of Revenue	11,721,817	5,012,402	1,825,273
Gross Profit	34,917,758	8,410,077	2,509,570
Operating Expenses	12,521,277	5,791,587	2,236,786
Income from Operations	22,396,481	2,618,490	272,784
Other Income (Expense):			
Interest expense	(2,584)	(4,399)	(8,810)
Gain (loss) on disposal of property and equipment	30,484	(49,603)	(4,048)
Total other income (expense)	27,900	(54,002)	(12,858)
Net Income	22,424,381	2,564,488	259,926
Members' Deficit - Beginning of Year	(1,655,043)	(395,760)	(188,576)
Contributions from Members	-	12,229	12,146
Distributions to Members	(25,571,672)	(3,836,000)	(479,256)
Members' Deficit - End of Year	$ (4,802,334)	$ (1,655,043)	$ (395,760)

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

CRUMBL FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31, 2021, 2020 (Restated), and 2019

	2021	2020 (Restated)	2019
Cash Flows from Operating Activities:			
Net income	$ 22,424,381	$ 2,564,488	$ 259,926
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization expense	132,618	88,842	55,400
Bad debt expense	-	143,834	-
(Gain) loss on disposal of property and equipment	(30,484)	49,603	4,048
Change in operating assets and liabilities:			
Accounts receivable	(886,883)	(167,884)	64,043
Inventory	71,570	(71,570)	-
Prepaid expenses	7,858	(7,858)	-
Deposits	-	(28,381)	-
Related party receivable	(2,586,368)	-	25,676
Accounts payable	377,326	(10,913)	70,559
Accrued payroll	468,821	81,288	-
Related party payable	-	(23,051)	23,051
Deferred advertising and marketing fees	3,682,579	392,490	186,394
Deferred franchise fees	7,836,588	5,629,324	1,074,017
Deferred gift card sales	861,590	-	-
Total adjustments	9,935,215	6,075,724	1,503,188
Net cash provided by operating activities	32,359,596	8,640,212	1,763,114
Cash Flows from Investing Activities:			
Purchase of property and equipment	(596,756)	(372,661)	(173,850)
Proceeds from sale of property and equipment	158,925	-	-
Net cash used in financing activities	(437,831)	(372,661)	(173,850)
Cash Flows from Financing Activities:			
Principal payments on notes payable	(158,771)	(49,915)	(35,263)
Contributions by members	-	12,229	-
Distributions to members	(25,571,672)	(3,836,000)	(479,256)
Net cash used in financing activities	(25,730,443)	(3,873,686)	(514,519)
Net Change in Cash	6,191,322	4,393,865	1,074,745
Cash at Beginning of Year	5,539,843	1,145,978	71,233
Cash at End of Year	$ 11,731,165	$ 5,539,843	$ 1,145,978

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

NOTE 1 – ORGANIZATION AND BUSINESS ACTIVTY

Crumbl Franchising, LLC (the Company) was organized on February 9, 2018, in the state of Utah. The Company is a franchisor of Crumbl Restaurants.

Each franchisee is required to pay the Company an initial franchise fee as well as monthly royalty and other operational fees. The initial franchise fee and monthly royalty fees are determined by the Franchise Disclosure Document and Area Development Agreements.

During the years ended December 31, 2021 and 2020, the Company sold 506 and 332 new franchises, opened 185 and 93 franchises, closed zero franchises, and transferred 8 franchises, respectively. At December 31, 2021, 2020 and 2019, 621, 188, and 19 franchises, respectively, were not open and operating. The number of franchised outlets in operation were 326, 144, and 51 at December 31, 2021 and 2020 and 2019, respectively.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of the significant accounting policies followed in the preparation of the financial statements. The financial statements and notes are representations of the Company's management. The policies conform to generally accepted accounting principles and have been consistently applied.

Cash and Cash Equivalents

Cash includes all regular checking and savings accounts. The Company considered all highly liquid instruments with original maturities of three months or less to be cash equivalents. The Company maintains cash deposits at financial institutions. At December 31, 2021, the carrying amount of deposits was $11,731,165 and the bank balance was $11,428,988, of which, $250,000 was covered by federal depository insurance.

Accounts Receivable

Accounts receivables consist primarily of amounts due from monthly royalty, development, or support fees from franchisees. Accounts receivable is recorded net of an allowance for expected losses. The allowance is estimated from historical performance and projections of trends. Uncollectible loans and accounts receivable are charged off after all reasonable collection efforts have been utilized. Accounts receivable are deemed to be past due when payments are more than 30 days late. No allowance was deemed necessary at December 31, 2021, and 2020.

Inventories

Inventories consist primarily of supplies and products held for resale to franchisees and consumers and are stated at net realizable value, using the first-in, first-out method. The Company has entered into agreements with vendors to supply inventory directly to franchisees.

Property and Equipment

Property and equipment is stated at cost. Provisions for depreciation and amortization of property and equipment are computed using the straight-line method, and useful lives of individual classes of assets are determined by management. Class lives used to compute the depreciation provision are as follows:

Vehicles	5 years
Leasehold improvements	15 years
Computers and office equipment	5 to 7 years
Other equipment	7 years

Revenue Recognition

The Company has adopted the provision of Accounting Standards Update 2014-09, *Revenue from Contracts with Customers* (Topic 606) and ASU 340-40, *Other Assets and Deferred Costs—Contracts with Customers.*

The Company recognizes revenues from franchise sales and royalty and advertising and marketing fees. Franchise fee revenue is recognized on a straight-line basis over the term of the franchise of 60 months after all significant obligations related to the franchise sale have been satisfied.

Other performance obligations related to franchise sales including supply fees, additional service fees, technology fees and merchant fees are billed separately from the franchise fee and are recognized as revenue when the obligation is satisfied.

Franchisees are required to pay 8% of sales as royalties and 2% of sales as advertising and marketing fees. Royalties are recognized as revenue when billed based on weekly sales reports from franchisees. Advertising and marketing fees received from franchisees are recorded as a current liability until the advertising and marketing activities have been performed at which time, the associated revenue and expenses are recorded in the statement of operations.

Digital gift cards are sold by the Company and recorded as a liability. Upon redemption of the digital gift card at a franchisee location, the franchisee receives a credit to amounts owed the Company for the digital gift card sale and the liability is decreased. Digital gift card breakage is recognized based on historical digital gift card redemption rates. The Company evaluates the redemption rates of digital gift cards monthly and recognizes a portion of unredeemed digital gift cards as breakage.

Income Taxes

The Company is a limited liability company (LLC). The members of the limited liability company are taxed on their proportionate share of the individual entity's income. Therefore, no provision of liability for income taxes is include in the accompanying financial statements.

In accordance with accounting standards, the Company reports a liability for unrecognized tax benefits resulting from uncertain tax positions taken or expected to be taken in a tax return. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits in other expense in the statements of operations. The Company has not recognized any tax benefits from uncertain tax positions.

The Company files income tax returns in the U.S. federal jurisdiction, and various state jurisdictions. The Company is no longer subject to U.S. federal or state and local income tax examinations by tax authorities for the years before 2018.

Advertising and Marketing

During the years ended December 31, 2021 and 2020, and 2019, the Company incurred a total of $8,216,207, $3,457,560, and $1,461,894 as advertising and marketing expense, respectively. At December 31, 2021 and 2020, the company deferred a total of $4,261,463 and $578,884, respectively, representing advertising and marketing fees billed to franchises in excess of advertising and marketing expenses paid. Advertising and marketing costs are expensed as incurred.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts in the financial statements and the accompanying notes. Actual results could differ from those estimates.

Recent Accounting Pronouncements

In February 2016, the FASB updated the accounting guidance related to leases as part of a joint project with the International Accounting Standards Board ("IASB") to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. Under the new guidance, a lessee will be required to recognize assets and liabilities for capital and operating leases with lease terms of more than 12 months. Additionally, this update will require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases, including qualitative and quantitative requirements. The standard is effective for the Company for the annual period beginning January 1, 2022, and interim periods therein, with early adoption permitted. The Company is currently evaluating the potential impact this new standard may have on its financial statements.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment was as follows as of December 31, 2021 and 2020:

	2021	2020
Vehicles	$ 11,492	$ 229,166
Leasehold improvements	99,123	99,123
Computers and office equipment	806,345	227,812
Other equipment	234,290	233,567
Total property and equipment	1,151,250	789,668
Accumulated depreciation	(168,671)	(142,786)
Property and equipment, net	$ 982,579	$ 646,882

Depreciation expense totaled $132,618, $88,842, and $55,400 for the years ended December 31, 2021 and 2020, and 2019, respectively.

NOTE 4 – NOTES PAYABLE

Notes payable were as follows at December 31, 2021 and 2020:

	2021	2020
Note payable to a vendor, non-interest bearing, monthly payments of $2,577, collateralized by equipment, due in July 2022. Management deteremined that imputed interest was insignifcant.	$ 18,042	$ 48,971
Note payable to a bank assumed from a member upon the contribution of a vehicle, interest at 1.93%, monthly payments of $707, collateralized by a vehicle, paid in full in January 2021	-	22,714
Note payable to a bank assumed from a member upon the contribution of a vehicle, interest at 5.99%, monthly payments of $1,245, collateralized by a vehicle, paid in full in January 2021	-	39,090
Note payable to a bank assumed from a member upon the contribution of a vehicle, interest at 1.99%, monthly payments of $1,481, collateralized by a vehicle, paid in full in January 2021	-	66,038
Total	18,042	176,813
Less current portion	(18,042)	(158,771)
Long-term portion	$ -	$ 18,042

The future maturity of notes payable for the year ended December 31, 2022, is $18,042.

NOTE 5 – OPERATING LEASES

The Company entered into three non-cancelable operating leases for office and warehouse space, which expire December 2022 and May 2022. Monthly lease payments are $21,244, and $3,040, respectively. For the years ended December 31, 2021 and 2020, and 2019, lease expense was $283,054, $248,596, and $15,397, respectively.

Future minimum lease payments under noncancelable operating leases for the year ended December 31, 2022, is $278,430.

NOTE 6 – RELATED PARTY TRANSACTIONS

For the years ended December 31, 2021, 2020, and 2019, 15, 13, and 9 franchises, respectively, were owned and operated by related parties to the members of the Company. The Company collected franchise fees, royalty fees and other supporting fees from these related franchises totaling $2,311,369, $1,160,182, and $770,169 for the years ended December 31, 2021, 2020, and 2019, respectively.

NOTE 7 – SUPPLEMENTAL INFORMATION TO STATEMENTS OF CASH FLOWS

During the years ended December 31, 2021 and 2020, and 2019, the Company paid interest of $2,584, $4,399, and $8,810, respectively.

During the year ended December 31, 2020, the Company acquired $61,828 of property and equipment through a note payable.

During the year ended December 31, 2019, the Company acquired $212,309 of vehicles through the assumption of debt from members totaling $200,163 and from member contributions totaling $12,146.

NOTE 8 – RESTATEMENT

During the year ended December 31, 2021, management determined that merchant fee revenues and cash balances had not been recorded and the December 31, 2020, balances needed to be restated. These changes impacted the 2020 financial statements, as follows:

	As Previously Reported	As Restated
Cash and cash equivalents	$ 5,324,239	$ 5,539,843
Total assets	6,102,980	6,318,584
Merchant fees	-	215,604
Total revenues	13,206,875	13,422,479
Net income	2,348,884	2,564,488
Members' deficit	(1,870,647)	(1,655,043)

NOTE 9 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 10, 2022, the date these financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statements would be required.

EXHIBIT "D"
TO THE FDD

LIST OF CURRENT FRANCHISE STORES
As of December 31, 2021

Store	Owner	Store Phone Number	Store Address
Alaska			
Diamond, AK**	Owen Ala		8840 Old Seward Hwy Unit A,
	Camille Ala		Anchorage, AK 99515
	Connor Heid	(907) 519-6513	
Tikahtnu Commons, AK**	Owen Ala		1118 North Muldoon Road, Unit 145,
	Camille Ala		Anchorage, AK 99504
	Connor Heid	(907) 600-8611	
Wasilla, AK**	Owen Ala	ADA - Not available	Wasilla, AK
	Camille Ala		
	Connor Heid		
Alabama			
Alabaster, AL**	Jason Dickey	ADA - Not Available	
	Rebecca Dickey		Alabaster, AL
	Jerry Dickey		
Auburn, AL	Karlee Gilmore	(334) 203-4783	2640 Enterprise Drive
	Jed Palmer		Opelika, AL 36801
	Mitch Hall		
Daphne, AL	Barrett Collin Roof	(251) 210-7737	1802 US Highway 98. Ste. D
	Kayla Marie Roof		Daphne, AL 36526
Decatur, AL**	Jed Palmer		2804 Spring Avenue SW, Suite A,
	Andrea Palmer		Decatur AL 35603
	Brett Oltremari		
	Morgan Oltremari		

	Mitchell Hall	(938) 829-0955	
	Jaycee Lott Phillips		4650 W. Main Street, Unit 603
Dothan, AL**	Hunter Brennen Phillips	(334) 325-0220	Dothan, AL 36305
Florence, AL**	Jed Palmer	ADA - Not available	
	Andrea Palmer		Florence, AL
	Brett Oltremari		
	Morgan Oltremari		
	Mitchell Hall		
Hoover, AL**	Jason Dickey		
	Rebecca Dickey		Hoover, AL
	Jerry Dickey		
		ADA - Not Available	
Inverness, AL**	Jason Dickey		
	Rebecca Dickey		Birmingham, AL
	Jerry Dickey		
		ADA - Not Available	
Jones Valley, AL	Jed Palmer	(256) 469-1291	2742 Carl T Jones Dr SE
	Andrea Palmer		Huntsville AL, 35802
	Brett Oltremari		
	Morgan Oltremari		
	Mitchell Hall		
Madison, AL	Jed Palmer	(256) 258-8153	8141 Hwy 72 W
	Andrea Palmer		Madison, AL 35758
	Brett Oltremari		
	Morgan Oltremari		
	Mitchell Hall		
Montgomery, AL	Christopher Arias	Not Available	Montgomery, AL
Prattville, AL	Christopher Arias	Not Available	Prattville, AL
			900 Veterans Memorial Parkway,
Tuscaloosa, AL	Christopher Arias	Not Available	Tuscaloosa, Alabama 35404

Vestavia Hills, AL**	Jason Dickey	(205) 379-0293	708 Montgomery Highway, Suite 116
	Rebecca Dickey		Vestavia Hills, AL 35216
	Jerry Dickey		
	Joyce Dickey		
Arizona			
	Mike Carlson		4910 E Ray Road, Ste 7
Ahwatukee, AZ	Melissa Risher	(480) 877-9677	Phoenix, AZ 85044
	Jennifer Griffin		3736 East Indian School Road
Arcadia AZ	Dan Griffin	(602) 661-3777	Phoenix, AZ 85018
	Michael Carlson		8085 W Bell Rd, Ste 106,
Arrowhead AZ	Sydney Herring	(623) 471-5732	Peoria, AZ 85382
	Brian Armstrong		10120 W McDowell Rd STE 150
Avondale AZ		(480) 937-0396	Avondale, AZ 85392
	Kendall Hulet		2780 W Chandler Blvd #5
	Dan Lawyer		Chandler, AZ 85224
	Kirby Fausnaught		
	Brian Hansen		
Chandler, AZ	Robbie Farr	(480) 561-0229	
	Aaron Wagner		319 South Regent Street Suite 203
Flagstaff, AZ	Mike Mains	(928)-235-2500	Flagstaff, AZ 86001
	Kendall Hulet		2743 S Market St.
	Dan Lawyer		Gilbert, Arizona 85295
	Kirby Fausnaught		
	Brian Hansen		
Gilbert, AZ	Robbie Farr	(480) 645-9555	
	Brian Armstrong		9390 W Hanna Ln, Unit B-103
Glendale, AZ		(602) 675-9555	Glendale, AZ 85305

	Brian Armstrong		789 N Estrella Pkwy STE F,
Goodyear, AZ		(623) 259-4311	Goodyear, AZ 85338
	Todd Tucker		9210 S Houghton Rd #140
	Abby Tucker		Tucson, Arizona 85747
Houghton Town Center, AZ**	Matt Rudder	(520) 355-1289	
	Brian Armstrong		5130 W Baseline Rd STE 113
Laveen, AZ		(602) 675-9553	Laveen, AZ 85339
	Brian Armstrong		21101 N. John Wayne Pkwy STE E106
Maricopa, AZ**		(602) 675-9660	Maricopa, AZ 85139
	Kendall Hulet		1240 E Baseline Rd. Ste. 105
	Dan Lawyer		Mesa, AZ 85204
	Kirby Fausnaught		
	Brian Hansen		
Mesa Grand, AZ	Robbie Farr	(602)-661-2500	
	Jennifer Griffin		1911 E. Brown Road STE 3
Mesa Groves, AZ	Daniel Griffin	(480) 530-0185	Mesa, AZ 85203
	Jonathan Rundell		2827 West Peoria Ave, Suite 100A
	Gavin Rundell		Phoenix, AZ 85029
	Kaitlin Rundell		
	Marsha Wagstaff		
	Coree Rundell		
Metro, AZ	Chris Burton	(480) 937-0381	
	Mike Carlson		2450 West Happy Valley Road, Suite 1151
Norterra, AZ		(602) 726-5008	Phoenix, AZ 85085
	Todd Tucker		7805 N. Oracle Road, Suite 151
	Abby Tucker		Oro Valley, AZ 85704

Oro Valley, AZ	Matt Rudder	(520) 355-3848	
	Dennis Norval Kitchen		5684 E, AZ-69 Ste 120,
Prescott, AZ**	Shelley Jo Kitchen	(928) 227-0027	Prescott Valley, AZ 86314
	Molly Ashton		21172 S Ellsworth Loop #102
Queens Creek, AZ	Andy Ashton	(480) 565-7737	Queen Creek, Arizona 85142
	Justin Fox		5942 E Longbow Pkwy #103
Red Mountain, AZ	Melissa Fox	(480) 645-9966	Mesa, AZ 85215
	Mike Carlson		7300 N. Via Paseo Del Sur, BLDG B STE 106
Scottsdale, AZ	Melissa Risher	(602) 675-9550	Scottsdale, Arizona 85258
	Brian Armstrong		2160 E Baseline Rd #124
South Mountain, AZ		(623) 289-2660	Phoenix, AZ 85042
	Molly Ashton		1804 S. Signal Butte Rd, Suite 103
Signal Butte, AZ	Andy Ashton	(602) 661-2799	Mesa, AZ 85209
	Brian Armstrong		13983 W. Waddell Rd. Suite 100,
Surprise, AZ		(623) 246-1774	Surprise, AZ 85379
	Coree Rundell		4747 E Bell Road
Tatum, AZ	Jon Rundell	(480) 565-7737	Phoenix, Arizona 85032
	Mike Carlson		430 North Scottsdale Road Suite A112
Tempe, AZ	Meredith Simpson	(602) 726-4553	Tempe, AZ 85281
	Todd Tucker		Tuscan, AZ Area
	Abby Tucker		
Tucson, AZ**	Matt Rudder	ADA - Not available	
The Landings, AZ**	Todd Tucker		NWC I-19 and Irvington
	Abby Tucker		Tucson, AZ 85714
	Spencer Olson		

	Matt Rudder	(520) 485-7254	
Yuma, AZ**	Rob McFarlane	ADA - Not available	Yuma, AZ
	Cami McFarlane		
Arkansa			
Benton, AR	Jason Kirt Hinckley	(501) 557-3008	20770 I-30 N, Suite 135
	Kris Donald Hinckley		Benton, AR 72019
	Ryan Kris Hinckley		
	Tyler Keith Hinckley		
Bentonville, AR	David Trudo	(479) 326-8304	500 SE Walton Blvd. Suite 10,
	Nicole Trudo		Bentonville, AR 72712
	Jason Kirt Hinckley		1100 S Amity Rd Ste. F,
	Kris Donald Hinckley		Conway, AR 72032
	Ryan Kris Hinckley		
Conway, AR**	Tyler Keith Hinckley	(501) 803-2401	
Fayetteville, AR**	David Trudo	ADA - Not available	Fayetteville, AR
	Nicole Trudo		
Jonesboro, AR**	Cody Mcpherson		3410 East Johnson Ste. E
	Jeremy Stobaugh	(870) 433-0685	Jonesboro, AR 72401
Cantrell, AR**	Jason Kirt Hinckley		11525 Cantrell Rd. Suite 304,
	Kris Donald Hinckley		Little Rock AR, 72212
	Ryan Kris Hinckley		
	Tyler Keith Hinckley	(501) 333-9080	
Rogers, AR**	David Trudo		4307 S. Pleasant Crossing Blvd. Suite 107
	Nicole Trudo	(479) 335-1927	Rogers AR 72758
California			
Aliso Viejo, CA	Jason Talley		24032 Aliso Creek Rd,
	Jeff Hendrickson	(949) 339-1548	Laguna Niguel, CA 92677

Almaden, CA**	Ernest Amorim	ADA- Not Available	(Almaden) San Jose CAArea
	Keith Amorim		
	Manuel Amorim		
Anaheim, CA**	McSean Thompson		Anaheim, CA
	Kathryn Thompson		
	Vaafuti Tavana		
	Jeffery Sorenson	ADA - Not available	
Anaheim Hills, CA**	McSean Thompson		8126 East Santa Ana Canyon Road,
	Kathryn Thompson		Anaheim, California 92808
	Vaafuti Tavana		
	Jeffery Sorenson	(657) 395-1999	
Apple Valley, CA**	Josiah Scheid	(760) 503-4804	19179 Bear Valley Rd. Suite 10
	Tina Scheid		Apple Valley, California 92308
	Jason Thompson,		
	Paul Southam		
	Alexandra Harris		
	Hannah Thompson		
	Kristi Seligman		
	Ted Marsella		Arroyo Grande, CA
	Katherine Bertilacchi		
Arroyo Grande, CA	Julie Van Huss	ADA - Not Available	
			11855 Willow Creek Dr,
Auburn, CA**	Stacy Warren	(530) 328-0026	Auburn, CA 95603
	Miles Peterson		
	Lance Hansen		
Azusa, CA**	Jocelyn Hansen	ADA - Not Available	Azusa, CA
	Patrick Moradkhani		10530 Stockdale Hwy, Unit 100
Bakersfield CA	Kristie Moradkhani	(661) 241-0903	Bakersfield, CA 93311

	Patrick Moradkhani		Bakersfield, CA Area
Bakersville North, CA**	Kristie Moradkhani	ADA - Not available	
Bella Terra, CA**	Laken Carson		7631 Edinger Avenue, Suite 1504,
	Mitchell Sefcik		Huntington Beach, CA 92647
	Brad Sefcik		
	Lance Hemsley	(657) 400-2012	
	Stephen Wolking		2400 B. Bancroft Way
Berkeley, CA**	Elizabeth (Liz) Wolking	(341) 333-6690	Berkeley, CA 94705
	Kristi Seligman		451 E. Betteravia Road,
	Ted Marsella		Santa Maria, CA 93454
	Katherine Bertilacchi		
Betteravia, CA	Julie Van Huss	(805) 293-7272	
Brea, CA	Mitchell Sefcik	(562) 371-8973	955 E Birch St, Brea, CA 92821
	William John Sefcik		Brea, CA 92821
	Brad Sefcik		
	Gregory william Sefcik		
Brentwood, CA	Kent Andersen	(925) 308-5057	5421 Lone Tree Way, Suite 130,
	Dan Andersen		Brentwood, CA 94513
Bristol Place, CA**	Laken Carson	(657) 212-6090	3300 S Bristol St,
	Lance Hemsley		Santa Ana, CA 92704, USA
	Mitchell Sefcik		
	Brad Sefcik		
Burbank, CA**	Linda Mikha	(747) 248-1279	531-E N. Hollywood Way
			Burbank, CA 91505
	Laura A. Anderson		40984 California Oaks Rd,
Cal Oaks, CA**	Jeffrey J Barney	(951) 290-0073	Murrieta, CA 92562
	Mikaele J Barney		
	Michelle Zins		Camarillo, CA Area
Camarillo, CA**	Lisa Zins	ADA - Not available	
	Jerry Zins		

	Ernest Amorim		2027 Camden Ave,
	Kevin Amorim		San Jose, CA 95124
Camden Union, CA	Manuel Amorim	(669) 279-2141	
	Cary Thomas Marsella		Soquel, CA
Capitola, CA**		Not available	
Carmel Mountain, CA**	Spencer Hanks	(858) 428-9711	11740 Carmel Mountain Road, Suite 190,
	Stan Hanks		San Diego, CA
	Spencer Hanks		961 Palomar Airport Rd Suite 108
Carlsbad, CA**	Stan Hanks	Not available	Carlsbad, CA 92011
	Mollie Madrid		20715 S Avalon Blvd,
Carson, CA**	Che Madrid	(424) 286-0150	Carson, CA 90746
	Mitchell Sefcik		11417 South Street, Suite C-2
	Brad Sefcik,		Cerritos, CA 90703
	Gregory william Sefcik		
Cerritos, CA**	William John Sefcik	(562) 249-5003	
Chico, CA**	Jonathan David Rouse II		855 East Ave Ste 220
	Nancy Jean Tilby	(530) 230-9361	Chico, CA 95926
Chino, CA**	Brock Mathew Zylstra	(909) 898-7348	4005 Grand Avenue, Suite C,
	Ryan Grant Maguet		Chino, CA 91710
Citrus Heights, CA**	Ron Beutler		6920 Auburn Boulevard, Suite 120,
	Chris Floyd		Citrus Heights, CA 95621
	Juan Mijares		
	Chris Burton		
	Gavin Rundell	(279) 201-9383	
City of Industry, CA**	Theresa Ebert	(626) 559-0160	17501 colima road,
	Joe Ebert		City of Industry, Ca 91748
	Shaina Bale		
	Josh Fowkes		5665 Balboa Ave Suite 0105

Clairemont, CA**	Denise Fowkes	(858) 522-9732	San Diego, CA 92111
Clovis, CA	John Gauthier	(559) 345-5304	1850 Herndon Ave. #109
	Nancy Jean Tilby		Colvis, CA 93611
College Park, CA**	Ernest Amorim	ADA - Not available	(College Park) San Jose, CA Area
	Keith Amorim		
	Manuel Amorim		
Concord, CA**	Jared Blake	(925) 476-4996	2015 Diamond Boulevard, Suite E-150.,
	Sarah Blake		Concord, CA 94520
	Timmy Smith		
	Colin Larsen	ADA - Not available	Corona, CA
Corona, CA	Blake Morgan		
Costa Mesa, CA**	Laken Carson		369 17th St., Suite 3,
	Lance Hemsley		Costa Mesa, CA 92627
	Mitchell Sefcik		
	Brad Sefcik	(657) 339-2002	
Cosumnes River, CA	Ron Beutler	(279) 895-7022	8270 Delta Shores Circle South, Suite 120,
	Chris Floyd		Sacramento, CA 95832
	Gavin Rundell		
	Chris Burton		
	Juan Mijares		
	Blake Morgan	(424) 258-9428	3810 Midway Ave
Culver City, CA**			Culver City, CA 90232
Cupertino, CA**	Stephen Wolking		Cupertino CA
	Elizabeth (Liz) Wolking	Not Available	
Del Mar, CA**	Spencer Hanks	(858) 284-4728	2646 Del Mar Heights Rd
	Stan Hanks		Del Mar, CA 92014
	Miles Peterson		22438 Golden Springs Drive,
	Lance Hansen		Diamond Bar, CA 91765
Diamond Bar, CA**	Jocelyn Hansen	Not Available	
Douglas Boulevard, CA**	Stacy Warren		1921 Douglas Boulevard, Suite 105,

		(279) 206-3902	Roseville CA 95561
Downey, CA**	Blake Morgan		8994 Apollo Way Unit B,
		(562) 287-8010	Downey, CA 90242
Duarte, CA**	Julie Earnest		1014 Huntington Dr
	John Earnest		Duarte CA 91010
	Mitchell Sefcik		
	Bill Sefcik	(626) 239-8093	
Dublin, CA**	Pace McCulloch	(925) 226-8148	3862 Fallon Rd, Dublin, CA 94568
	Jordan Stone		
	Sean Wall		
Eagle Rock, CA**	Frank Gardiner	ADA - Not available	Eagle Rock, CA
	Mohammad Lutfi		
East Lake , CA**	Jose Martinez	(619) 737-2981	2240 Otay Lakes Rd STE 302,
	Shideler Bennett		Chula Vista, CA 91915
	Cathy Bennett		
	Taylor Byington		
East Palo Alto, CA**	Randi Bennion	ADA - Not available	East Palo Alto, CA Area
	Sallee Bennion Wood		
	Winston Bennion		
Eastvale, CA**	Brock Mathew Zylstra	(951) 416-0146	14116 Limonite Ave Unit 310,
	Ryan Grant Maguet		Eastvale, CA 92880
El Centro, CA**	Rob McFarlane	ADA - Not Available	El Centro, CA
	Cami McFarlane		
Elk Grove, CA**	John Gauthier	(916) 318-0224	7560 Elk Grove Blvd,
	Nate King		Elk Grove CA 95757
Encino, CA**	Eduardo Navarr	(747) 254-0127	17401-17405 Ventura Blvd
	Leslie Rodriguez Tauanuu		Encino CA, 91316
Encinitas, CA**	Spencer Hanks	(442) 320-7001	110 N El Camino Real, Suite 2,
	Stan Hanks		Encinitas CA 92024

	Brad Bangerter		5089 Business Center Drive, Suite 100
Fairfield, CA**	Laura Bangerter	(707) 344-9691	Fairfield CA 94534
Folsom, CA	Stacy Warren	(916) 238-6302	195 Pacerville Road, #120
			Folsom CA 95630
	Trevor Hiltbrand		26532 Towne Centre Drive,
	Susan Hiltbrand		
Foothill Ranch, CA**	Amanda Hall	(949) 264-8539	Lake Forest, CA 92610
Foster City, CA**	Nezar Ateyeh	(650) 597-0761	1000 Metro Center Blvd Ste D,
			Foster City CA 94404
Fountain Valley, CA	Kevin Nguyen		18900 Brookhurst St.
	Khuyen Nguyen	(657) 339-0440	Fountain Valley, CA 92708
Fremont, CA**	Stephen Wolking	ADA - Not available	Fremont, CA
	Elizabeth (Liz) Wolking		
Fresno, CA	John Gauthier	(559) 321-7024	7969 N Blackstone Ave,
	Nancy Tilby		Fresno CA 93711
	Mollie Madrid		Gardena, CA
Gardena, CA**	Che Madrid	ADA - Not available	
	Holly Tripp		
	Brigham Tripp	ADA - Not available	Gilroy, CA
Gilroy, CA	Emily Diamond		
Glendora, CA	Miles Ellis Peterson	(626) 385-6756	1365 E. Gladstone St. #500
	Jocelyn Hansen		Glendora CA 91740
Gosford Village, CA**	Patrick Moradkhani	(661) 241-0977	5397 Gosford Rd. Suite 100,
	Katie Moradkahni		Bakersfield, CA 93313
Hanford, CA**	Anita Lynn Almodova		208 N. 12th Ave, #103,
	Marco Iginio Santeufemia		Hanford, CA 93230
	Marco Antonio Santeufemia	(559) 794-2629	
Hastings Ranch, CA**	Linda Mikha		3827 E. Foothill Blvd
		(626) 604-1399	Pasadena Ca 91107

Hawthorne, CA**	Joseph Blake Morgan	(424) 255-1088	5362 W Rosecrans Ave,
			Hawthorne, CA 90250
Hayward, CA**	Matafanua Carlson Lualemaga Jr	ADA - Not available	Hayward, CA
	Mae Linda Willis Lualemaga		
Hesperia, CA**	Josiah Scheid	(442) 600-4754	12717 Main Street Unit 510
	Tina Scheid		Hesperia,California 92345
	Hannah Thompson		
	Jason Thompson		
	Paul Southam		
	Alexandra Harris		
Inglewood, CA**	Linda Galvan	(424) 261-1913	3111 W Century Blvd Suite 104
	Javier Galvan		Inglewood CA 90303
Irvine, CA	Laken Carson	ADA - Not available	Irvine, CA
	Mitchell Sefcik		
	Brad Sefcik		
	Lance Hemsley		
La Cañada, CA	Julie Earnest	(747) 268-0657	2031-A Verdugo Blvd.
	John Earnest		Montrose, CA 91020
	Mitchell Sefcik		
	Bill Sefcik		
	Mitchell Sefcik		1901 W Imperial Hwy Suite C,
	William John Sefcik		La Habra, CA 90631
	Brad Sefcik		
La Habra, CA**	Gregory william Sefcik	(657) 577-9702	
	Spencer Hanks		8657 Villa La Jolla Dr. #107 La Jolla, CA 92037
La Jolla, CA**	Stan Hanks	(858) 401-6914	
	Jason Talley		32391 Golden Lantern D
Laguna Niguel, CA**	Jeff Hendrickson	(949) 352-4793	Laguna Niguel CA, 92677
	Jason Talley		23702 El Toro Rd S6-B

Lake Forest, CA	Jeff Hendrickson	(949) 519-0791	Lake Forest, CA, 92632
La Quinta, CA**	Rob McFarlane		46-480 Washington Street, Suite 2,
	Cami McFarlane	(760) 600-9990	La Quinta, CA 92253
	Patrick Moradkhani		Lancaster, CA Area
Lancaster, CA**	Katie Moradkahni	ADA - Not available	
	Ernest Amorim		(Lapaso Saratoga) San Jose CAArea
	Keith Amorim		
Lapaso Saratoga, CA**	Manuel Amorim	ADA - Not available	
	Miles Peterson		
	Lance Hansen		
LaVerne, CA**	Jocelyn Hansen	ADA - Not Available	LaVerne, CA
	Pace McCulloch		4304 Las Positas Rd #56D
	Jordan Stone		Livermore CA 94551
Livemore, CA**	Sean Wall	(925) 243-7432	
	John Gauthier		2624 W Kettleman Ln Ste 150 Lodi, CA 95242
Lodi, CA**	Nate King	(209) 280-0957	
Long Beach, CA**	Ryan Rodriguez	ADA - Not available	Long Beach, CA**
	Robb Stowell		
	John Gauthier		1363 W Pacheco Bivd. Unit B,
Los Banos, CA**	Jill Gauthier	(209)710-5045	Los Banos CA. 93635
Los Feliz, CA**	Frank Gardiner		2919 Los Feliz Blvd
	Mohammad Lutfi	(747) 286-3232	Los Angeles Ca 90039
	John Gauthier		2180 W. Cleveland suite 112,
Madera, CA**	Nancy Tilby	(559) 330-1472	Madera CA 93637
	John Gauthier		2166 Daniels St,
Manteca, CA**		209-213-3404	Manteca, CA 95337

Marconi, CA	Kent Andersen Dan Andersen	(916) 407-1155	2607 Marconi Avenue, Sacramento, California 95821
	Colin Larsen		30076 Haun Rd STE 210
	Tim Smith		Menifee, CA 92584
Menifee, CA	Blake Morgan	(951) 430-2232	
	John Gauthier		Yosemite Ave. and G st.
Merced, CA**		209-233-3075	Merced CA 95340
Milpitas, CA**	Robert Cornish Jon Michelle Cornish	(669) 244-5242	537 Calaveras Blvd Milpitas, CA 95035
	Josh Fowkes		8188 Mira Mesa Blvd
Mira Mesa, CA**	Denise Fowkes	(858) 239-4238	San Diego CA 92126
Mission Viejo, CA**	Spencer Hanks	ADA - Not available	Mission Viego, CA
Modesto, CA**	John Gauthier	209-214-9955	3801 Pelandale Ave. Suite 105 Modesto CA 95356
Moorpark, CA**	James Leon Eggleston Larry Eggleston Trevor Bishop	(805) 292-0033	806 E Los Angeles Ave Suite A-1, Moorpark CA 93021
Morgan Hill, CA**	Ernest Amorim Kevin Amorim Manuel Amorim	(408) 659-4951	1041 Cochrane Road Suite 140, Morgan Hill, CA 95037
Mountain View, CA**	Randi Bennion Sallee Bennion Wood Winston Bennion Tricia Bennion	(650) 567-6822	565 San Antonio Road, Suite 25 Mountain View CA 94040
Natomas, CA**	Kent Andersen Dan Andersen	(279) 666-4040	3661 N Freeway Blvd #110 Sacramento CA 95834
	James Leon Eggleston		935 Broadbeck Drive, Suite B,

	Larry Eggleston		Newbury Park CA 91320-1274
Newbury Park, CA**	Trevor Bishop	(805) 244-5552	
North Hollywood, CA	Linda Mikha	(747) 248-0422	6160 Laurel Canyon Blvd, Suite 145, North Hollywood, Ca 91606
Northridge, CA**	Richard Chu	(747) 216-0332	8748 Corbin Ave. Northridge CA 91324
	Chris Burton		
	Gavin Rundell		
	Blake Lord		
	James Christopher Berg		Novato, CA
	Margaret Jane Berg		
	Christopher James Berg		
Novato, CA**	Caley Eileen Johnson	ADA - Not Available	
Oceanside, CA**	Spencer Hanks	Not available	459 College Blvd Suite 3 Oceanside CA 92057
	Stan Hanks		
Orange, CA	Mitchell Sefcik	(657) 549-4575	1500 East Village Way, Suite F19A, Orange CA 92865
	William John Sefcik		
	Brad Sefcik		
	Gregory william Sefcik		
Oxnard, CA**	Michelle Zins	(805) 307-0060	365 W Esplanade Dr, Suite B Oxnard, California 93036
	Lisa Zins		
	Jerry Zins		
Pacific Commons, CA**	Sean Smith	(510) 403-1033	43823 Pacific Commons Blvd STE 105, Fremont, CA 94538
Palm Desert, CA**	Darren E. Caldwell	(442) 227-0556	44-491 Town Center Way Ste F, Palm Desert, Ca 92260
	Cynthia L. Caldwell		
Palmdale, CA**	Patrick Moradkhani	ADA - Not available	Palmdale, CA Area
	Katie Moradkahni		
	Ted Marsella		
	Katherine Bertilacchi		Pasco Robles, CA

	Kristi Seligman	ADA - Not available	
Pasco Robles, CA	Julie Van Huss		
	James Christopher Berg		179 North McDowell
	Margaret Jane Berg		Petaluma Ca 94954
	Christopher James Berg		
Petaluma, CA	Caley Eileen Johnson	(707) 238-2351	
Point Loma, CA	Aubree Rawlinson	(619) 633-3770	2990 Midway Dr., Suite B
	Josh Fowkes		San Diego, California 92110
	Tyler Fowkes		
	Cody Fowkes		
	Joe Nielson		
Porterville, CA**	Julie Leanne Carvin	ADA - Not available	
	Angela Celestina Smith		Porterville, CA
	Larry Don Smith II		
	Benjamin Fowler		
	Michele Marie Fowler		
Rancho Cordova, CA**	Ron Beutler	(916) 633-1673	10909-B, Olson Drive,
	Chris Floyd		Rancho Cordova, CA 95670
	Gavin Rundell		
	Juan Mijares		
	Chris Burton		
Rancho Cucamonga, CA**	Brock Mathew Zylstra	(909) 317-0282	12335 Base Line Rd Unit 100,
	Ryan Grant Maguet		Rancho Cucamonga, CA 91739
Rancho San Diego, CA**	Shideler Bennett,	(619) 631-3712	2891 Jamacha Road, Building 13, Suite H,
	Cathy Bennett		El Cajon, CA 92019
	Jose Martinez		
	Taylor Byington		
Rancho Santa Margarita, CA	Trevor Hiltbrand	(949) 298-5540	22205 El Paseo,
	Amanda Hall		Rancho Santa Margarita, CA 92688
	Peter Van Newhyzen		
	Susan Hiltbrand		

Redding, CA**	John Gauthier	(530) 638-7461	4641 Churn Creek Road Suite D
	Jill Gauthier		Redding CA 9600
Redlands, CA	Colin Larsen	(909) 312-0793	27510 W Lugonia Ave.
	Blake Morgan		
	Tim Smith Sr.		
	Timmy Smith		Redlands CA 92374
Redwood City, CA**	Randi Bennion	ADA - Not available	Redwood City, CA
	Sallee Bennion Wood		
	Winston Bennion		
Riverbank, CA	John Gauthier	(209) 719-1011	2207 Claribel Rd Suite D.
	Jill Gauthier		Riverbank CA 95367
Riverside, CA	Colin Larsen	(951) 335-0635	3540 Riverside Plaza Dr Ste 312,
	Blake Morgan		
	Timmy Smith		Riverside, CA 92506
Rocklin, CA	Lou Carlin	(279) 999-1003	5194 Commons Drive Suite # 107
			Rocklin, CA 95677
	James Christopher Berg		Rohnert Park, CA
	Margaret Jane Berg		
	Christopher James Berg		
Rohnert Park, CA**	Caley Eileen Johnson	ADA - Not Available	
Rolling Hills, CA**	Frank Gardiner	ADA - Not available	Rolling Hills, CA
	Mohammad Lutfi		
	Timmy Smith		
	Colin Larsen	ADA - Not available	Rosemead, CA
Rosemead, CA	Blake Morgan		
Roseville, CA	Kent Andersen	(916) 846-9682	6726 Stanford Ranch Rd #5,
	Dan Andersen		Roseville, CA 95678
	Jason Talley		410 Camino De Estrella
San Clemente, CA	Jeff Hendrickson	(949) 755 0805	San Clemente CA, 92672
	Holly Tripp		
	Brigham Tripp		Sand City, CA

Sand City, CA	Emily Diamond	ADA - Not available	
San Luis Obispo, CA**	Julie Leanne Carvin		481 Madonna Rd, Suite D,
	Angela Celestina Smith		San Luis Obispo, CA 93405
	Larry Don Smith II		
	Benjamin Fowler		
	Michele Marie Fowler	(805) 250-0979	
San Marcos, CA**	Spencer Hanks	(442) 286-0700	751 Center Dr, Suite, 103,
	Stan Hanks		San Marcos CA 92069
	Mollie Madrid		San Pedro, CA
San Pedro, CA**	Che Madrid	ADA - Not available	
	Pace Mcculloch		152 Sunset Dr
	Jordan Stone		San Ramon CA 94583
San Ramon, CA	Sean Wall	(925) 361-2104	
	Trevor Hiltbrand		Santa Barbara, CA
Santa Barbara, CA**		Not Available	
Santa Clarita, CA**	Richard Chu		19137 Golden Valley Rd., #702-024,
	Chris Burton		Santa Clarita, CA. 91355
	Gavin Rundell		
	Blake Lord	(661) 299-7174	
	Trevor Hiltbrand		Santa Monica, CA
Santa Monica, CA**		ADA - Not available	
	James Christopher Berg		2154 Santa Rosa Ave,
	Margaret Jane Berg		Santa Rosa CA 95401
	Christopher James Berg		
Santa Rosa, CA	Caley Eileen Johnson	(707) 324-1781	
	Cody Fowkes		9862 Mission Gorge Rd. Ste. B,
Santee, CA	Danny Wardle	(619) 728-4625	Santee CA 92071
Seal Beach, CA**	Ryan Rodriguez		Seal Beach, CA**

	Robb Stowell	ADA - Not available	
Sierra Lakes, CA**	Colin Larsen	(909) 317-0283	16918 S Highland Ave
	Tim Smith & Blake Morgan		Fontana CA 92336
	Timmy Smith		
	Colin Larsen		Southgate, CA
Southgate, CA	Blake Morgan	(209) 337-3337	
	Kristi Seligman		858 W. Benjamin Holt, Stockton, CA 95207
	Theodore Marsella		
Stockton, CA	Katherine Bertilacchi	(209) 337-3337	
	Matt Liebengood		31963 Rancho California Rd. Ste E-300
Temeku Hills, CA**		(951) 297-7322	Temecula CA. 92592
Terra Nova, CA**	Shideler Bennett,	(619) 746-8998	374 E H Street suite 1702, Chula Vista, CA 91910
	Cathy Bennett		
	Jose Martinez		
	Taylor Byington		
	Jonathan Kealoha Charette		24667 Crenshaw Blvd, Units E & F,
Torrance Crossroads, CA**	Stephanie Jean Charette	(424) 250-2991	Torrance, CA 90505
Tracy, CA**	John Gauthier	(209) 229-2083	2467 Naglee Rd Tracy CA 95304
Tulare, CA**	Julie Leanne Carvin	ADA - Not available	
	Angela Celestina Smith		Tulare, CA
	Larry Don Smith II		
	Benjamin Fowler		
	Michele Marie Fowler		
	John Gauthier		2745A Countryside Drive
Turlock, CA	Jill Gauthier	(209) 336-6449	Turlock CA. 95380
Union City, CA**	Matafanua Carlson Lualemaga Jr		31047 Courthouse Drive,

	Mae Linda Willis Lualemaga	(341) 336-7829	Union City, CA 94587
	Timmy Smith, Blake Morgan		1071 E. 19th St. 2B Upland,
Upland, CA	Timmy Smith	(909) 493-5109	California, 91784
	Kent Andersen		2000 Harbison Dr, Suite C
Vacaville, CA	Dan Andersen	(707) 359-7027	Vacaville CA 95687
	Brad Bangerter		764A Admiral Callahan Ln.,
Vallejo, CA**	Laura Bangerter	(707) 563-9909	Vallejo, CA 94951
	Richard Chu		27021 McBean Parkway,
	Chris Burton		Valencia, CA. 91355
	Gavin Rundell		
Valencia, CA	Blake Lord	(661) 383-0454	
	Eduardo Navarro		Van Nuys, CA
Van Nuys, CA**	Leslie Rodriguez Tauanuu	ADA - Not available	
Ventura, CA**	Michelle Zins		1708-C S Victoria Avenue,
	Lisa Zins		Ventura, CA 93003
	Jerry Zins	(805) 666-2233	
Victorville, CA**	Josiah Scheid		12274 Palmdale Rd. Suite 102
	Tina Scheid		Victorville CA 92392
	Jason Thompson		
	Hannah Thompson & Paul Southam	(442) 267-6246	
Visalia, CA**	Cali Carlin Sorensen	(559) 429-5958	3839 S Mooney Blvd
	Brandon Neil Sorensen		Visalia, CA 93277
Vista, CA**	Spencer Hanks	ADA - Not available	Vista, CA
Walnut Creek, CA**	Pace McCulloch		1970 Tice Valley Boulevard, Suite E,
	Jordan Stone,		Walnut Creek, California
	Sean Wall	(925) 476-4443	

West Hills, CA**	Eduardo Navarro	(747) 263-0321	22815 Victory Blvd, West Hills CA 91307 Suite#B
West Sacramento, CA	Harminder Kaur Pooni Harsimranjeet Singh	(279) 895-7142	2155 Town Center Plaza, Suite E170, West Sacramento, CA 95691
Westlake Village, CA**	James Leon Eggleston Larry Eggleston Trevor Bishop	(805) 601-6653	30768 Russell Ranch Rd, Westlake Village, CA 91362
Whittier, CA**	John Earnest Julie Earnest Bill Sefcik Mitchell Sefcik	(626) 412-0451	7216 Autumn Ave, Whittier, CA 90602
Tustin, CA**	Laken Carson, Mitchell Sefcik, Lance Hemsley, Brad Sefcik	ADA - Not available	Tustin, CA
Woodland, CA**	Jonathan David Rouse II Nancy Jean Tilby	(530) 207-0144	2011 Bronze Star Dr, Woodland, CA 95776
Ximeno, CA**	Ryan Rodriguez Robb Stowell	ADA - Not available	Long Beach, CA**
Yorba Linda, CA**	McSean Thompson Kathryn Thompson Jeffery Sorenson, Vaafuti Tavana	(657) 234-2462	18349 Imperial Hwy, Yorba Linda, CA 92886
Yuba City, CA**	Jonathan David Rouse II Nancy Jean Tilby	(530) 645-3364	1054 Harter Pkwy Ste #6, Yuba City, CA 95993
Colorado			
Aurora City Place, CA**	Craig Collette	(720) 496-0309	14222 E Cedar Ave Suite A, Aurora, CO 80012
Boulder, CO	Bryce Redd Savanna Lambert	(720) 727-0353	1805 29th Street, Suite 1136 Boulder, CO 80301
Brighton, CO	Bekki Johnson Rex Johnson	(720) 727-0953	2325 Prairie Center Pkwy,Unit E, Brighton, CO 80601

Castle Rock, CO	David Jones Devrie Jones	(720) 466-3009	323 Metzler Dr. Castle Rock, CO 80108
Cherry Creek, CO	Craig Collette	(720) 603-1651	400 S. Colorado, Suite A, Denver, Colorado 80246
Colorado Springs, CO	Cameron Gentry Ben Moore	(719) 401-0030	5102 North Nevada Ave, Suite 120 Colorado Springs, CO 80918
Colorado Springs East, CO**	Cameron Gentry Ben Moore	ADA - Not available	Colorado Springs East, CO
Edgewater, CO**	Jon Travis Berryhill	(720) 798-5642	1931 Sheridan Blvd, Edgewater, CO 80214
Fort Collins, CO	John Gauthier Jill Gauthier	(720) 727-1058	3300 S. College Ave Suite 120 Fort Collins, CO 80525
Creekwalk CO**	Cameron Gentry Ben Moore Stetson Southwick	(719) 285-0199	120 E Cheyenne Road. Colorado Springs. Colorado. 80906
Grand Junction, CO	Mike Carlson Katie Carlson	(970) 368-5033	2546 Rimrock Avenue, Unit #400 Grand Junction, CO 81505
Greeley, CO	Jon Travis Berryhill	(720) 727-1296	4421 Centerplace dr. Suite B Greeley Colorado 80634
Greenwood Village, CO	Craig Collette Kolleen Jackman Janae Jackman	(720) 442-8083	8547 E. Arapahoe Road, #C Greenwood Village, CO 80112
Highlands Ranch, CO	Craig Collette Kolleen Jackman Janae Jackman	(720) 358-0860	9557 S University Blvd, Ste 102, Highlands Ranch CO 80126
Johnstown, CO	John Gauthier Jill Gauthier	(970) 399-5558	4948 Thompson Parkway Johnstown, CO 80534
Interquest, CO**	Cameron Gentry Stetson Southwick		1358 Interquest Parkway Suite #150. Colorado Springs, CO 80921

	Ben Moore	(719) 378-4333	
Lakewood, CO	Bryan Sieck	(720) 647-7297	14650 W Colfax Ave, STE 130 Lakewood, CO 80401
Littleton, CO**	Craig Collette Kolleen Jackman Janae Jackman	(720) 805-0420	8555 W. Belleview Avenue, #2625-B, LIttleton, CO 80123
Longmont, CO**	John Gauthier Jill Gauthier	(720) 743-2026	1248 s Hoover st #100 Longmont C0 80501
Montrose, CO**	Russ Madsen Emillie Wagner	(970) 787-2670	3480 Wolverine Drive Suite 3, Montrose CO 81401
Parker, CO	Craig Collette Kolleen Jackman Janae Jackman	(720) 386-1263	11153 S. Parker Rd, Unit B. Parker CO 80134
Pueblo, CO	Devrie Jones David Jones	(719) 501-2987	1565 Highway 50 Pueblo, CO 81008
Stapleton CO**	Craig Collette	(720) 316-0002	7505 E 35TH AVE #385 DENVER, CO 80238
Superior, CO	Bryce Redd Savanna Lambert	(720) 727-0199	600 Center Dr, Superior, CO 80027
Thornton, CO	Bryce Redd Savanna Lambert	(720) 791-6977	14332 Lincoln Street Thornton, Colorado 80023
Westminster, CO**	Jon Travis Berryhill	(720) 798-5650	10442 Town Center Dr. Westminster CO 80021
Connecticut			
Buckland Hills, CT	Troy Van Belle Tucker Barto	(860) 281-2131	1540 Pleasant Valley Rd, Ste. E, Manchester, CT 06042
Danbury, CT**	Justin Cinnamon Scott Cinnamon	(203) 297-8107	71 Newtown Road, Danbury, CT 06810
Fairfield, CT**	Tim Koletsos		2285 Black Rock Turnpike,

	Linda Koletsos	(203) 674-9755	Fairfield, CT 06825
Milford, CT**	Troy Van Belle Tucker Barto	(203) 693-1258	1642b Boston Post Road, Milford, CT 06460
North Haven, CT**	Justin Cinnamon Scott Cinnamon	(203) 909-6481	111 Universal Drive Ste. 5, North Haven CT 06473
Norwalk, CT**	Justin Cinnamon Scott Cinnamon	ADA - Not available	Norwalk, CT
Westfarms, CT**	Troy Van Belle Tucker Barto	ADA - Not available	Westfarms, CT
Delaware			
Christiana, DE**	Kyler Roney	ADA - Not available	Christiana, DE
Florida			
Altamonte Springs, FL	Tyler Strickland Jay Bickmore Jack Bickmore	(689) 206-9103	150 S. State Road 434, Altamonte Springs FL 32714
Aventura, FL**	Bethany Tenney Brook Madsen	(754) 202-0249	20669 Biscayne Blvd, suite E-6, Aventura, Fl 33180
Bannerman, FL	Jordan Magleby Zackary Call S. Fred Beck Jack Bickmore	(850) 296-9801	6668 Thomasville RD Tallahassee FL 32312
Bartram, FL**	Steve Seegmiller Branson Hadfield Richard Chase Zollinger	ADA - Not Available	Bartram FL
Beaches, FL**	Steve Seegmiller Branson Hadfield Richard Chase Zollinger	(904) 913-7143	614 Marsh Landing Pkwy, Suite 572, Jacksonville Beach, FL 32250
Beach Haven, FL	Nicholas Hui Liang Lai	(904) 373-4947	3267 Hodges Boulevard, #2, Jacksonville FL 32224

Boca Raton, FL	Courtney Newell	ADA - Not Available	Boca Raton, FL
	Jamil Newell		
Brandon, FL	Thomas C. Grimme	(813) 540-0776	10963 Causeway Blvd Suite B,
	Bea W. Grimme		Brandon FL 33511
Cape Coral, FL**	Tanner Olson	ADA - Not available	Cape Coral, FL
	Scott Olson		
	W. Bruce Woodruff		
Carrollwood, FL**	BJ Harris	ADA - Not available	Carrollwood, FL
	Shawn Larsen		
	Rich Litchfield		
	Anita Schaumkel		
Casselberry, FL**	Tyler Strickland		3405 South. US highway 1792,
	Jay Bickmore		Casselberry, FL 32707
	Jack Bickmore		
	Lauren VanOrdan	(407) 618-0775	
Clearwater, FL**	Joe McCord	(727) 371-8779	2719 Gulf to Bay Blvd. Suite 1120,
	Garret & Kylie Steed		Clearwater, FL 33759
	Joel LeRoy		
	Robert Knowlton		
Coconut Creek, FL**	Dan Lawyer	ADA - Not available	Coconut Creek, FL**
	Kendall Hulet		
	Patrizia Turri		
	Ricardo Nunez		
Cobblestone Commons, FL**	Tanner Reaveley		8855 West Boynton Beach Blvd. Suite 330,
	Karli Reaveley		Boynton beach, FL 33472
	Aaron Wilcox		
	Craig Reaveley	(561) 303-0463	
Coral Gables, FL**	Lexi Verner	ADA - Not available	
			Coral Gables, FL
Coral Springs, FL	Shanna Lynn Page		6071 Coral Ridge Drive,

	Clinton Jay Page	(754) 241-0237	Coral Springs, Florida, 33076
Dania Beach, FL**	Mohammed Zain Usman	(754) 356-2287	4021 Oakwood Blvd. Hollywood, FL 33020
	Muhammed Ahmed Usman		
	Yousuf Ahmed		
Davenport, FL**	Tyler Strickland		2100 Posner Blvd
	Jay Bickmore		Davenport FL 33837
	Jack Bickmore		
	Lauren VanOrdan	(863) 496-3600	
Davie, FL**	Allison Colson	(754) 241-9835	2272 S. University Drive,
	Keith Colson		Davie FL 33324
Daytona Beach, FL	John Schefer	ADA - Not available	Daytona Beach, FL
	Michael Schefer		
	Mark Schefer		
	Jordan Schefer		
Deerfield Beach, FL	Courtney Newell	ADA - Not Available	Deerfield Beach, FL
	Jamil Newell		
Deland, FL	John Schefer	(386) 456-3093	2389 South Woodland Blvd,
	Michael Schefer		Deland, FL 32724
	Mark Schefer		
	Jordan Schefer		
Delray Beach, FL**	Tanner Reaveley		1911 s federal highway Unit 222
	Karli Reaveley		Delray Beach FL 33483
	Craig Reaveley		
	Aaron Wilcox	(561) 948-5570	
Destin, FL**	William (Bill) McDonald	(850) 389-4689	4447 Commons Drive East, Suite KOM1,
	Joshua McDonald		Destin, Florida 32541
	Timothy McCool		
Doctor Phillips, FL**	Tyler Strickland	ADA - Not available	Orlando, FL
	Jay Bickmore		
	Jack Bickmore		
	Lauren VanOrdan		

Doral, FL	Allison Colson	(786) 373-4671	9971 W Flagler St. #210
	Keith Colson		Miami, FL 33174
Estro, FL**	Tanner Olson	ADA - Not available	Estro, FL
	Scott Olson		
	W. Bruce Woodruff		
Gulf Breeze, FL**	Mark Van Wagenen	Not available	868 Gulf Breeze Parkway,
	Callie Van Wagenen		Gulf Breeze, FL 32563
Fort Myers, FL**	Tanner Olson	Not available	7925-7977 Dani Dr.
	Scott Olson		Fort Myers FL, 33966
	W. Bruce Woodruff		
Fort Walton, FL**	Mark Van Wagenen	Not available	99 Eglin Parkway, Suite 5A,
	Callie Van Wagenen		Fort Walton Beach, FL 32548
FSU, FL**	Jordan Magleby	(850) 759-4831	1670 W Tennessee St. Tallahassee, Florida 32304.
	Zackary Call		Unit 4
	S. Fred Beck		
	Jack Bickmore		
Hammock Landing, FL**	Steve Clegg		225 Palm Bay Road NE #183,
	Brian W. Clegg		West Melbourne FL, 32904
	Jarek S. Mercer	(321) 477-1022	
Jacksonville Mandarin, FL**	Sharmain Powell	(904) 592-9059	11406 San Jose Blvd #3
			Jacksonville, Fl 32223
Kendall, FL**	Trey Hill,	(786) 633-0337	13520 SW 120th Ave, OP-1F
	Keith Colson		Miami, FL 33186
	Justyce Hayes		
Kissimmee, FL	Daniel Lowe	(407) 794-0631	1180 W Osceola Pkwy,
	Susana Lowe		Kissimmee, FL 34741
Lake Mary, FL	John Schefer	(321) 233-4552	245 wheelhouse lane, Suite 1441
	Mark Schefer		Lake Mary, FL 32746
	Michael Schefer		
Lake Nona, FL	Daniel Lowe	ADA - Not Available	Lake Nona, FL
	Susana Lowe		
	Brian W. Clegg		

Lake Washington, FL**	Steve Clegg,		3000 N Lake Washington Road, Space 3088,
	Jarek S. Mercer	(321) 599-2900	Melbourne FL 32934
Largo, FL**	Teryl Morgan	ADA - Not available	Largo, FL
	Kelly Cloward		
Lutz, FL	Benjamin Harris	(813) 445-6552	25922 Sierra Center Blvd Lutz, FL 33559
	Shawn Larsen		
	Richard Litchfield		
Mahan Village, FL**	Jordan Magleby	(850) 270-7803	3122 Mahan Drive, Suite 302
	Zackary Call		Tallahassee Florida, 32308
	S. Fred Beck		
	Jack Bickmore		
Millenia, FL**	Chase Herbert	(407) 789-2524	4693 Gardens Park Blvd,
	Carson Beus		Orlando FL 32819
	Paul Olsen		
Miami Gardens, FL**	Dan Lawyer	(305) 692-0197	5750 NW, 183rd Street,
	Kendall Hulet		Miami, FL, 33015
	Chad Van Ausdal		
	Brian Hansen		
	Ricardo Nunez		
Naples, FL**	Benjamin Rattner		6270 Naples Blvd, Unit 3,
	Ginny Rattner	(239) 799-5289	Naples, FL 34110
Niceville, FL	William (Bill) McDonald	(850) 389-2234	1552 E John Sims Pkwy C2,
	Joshua McDonald		Niceville, FL 32578
	Timothy McCool		
Northlake Blvd, FL	James Martin Pavlik	(561) 377-2118	3337 Northlake Blvd Ste 4,
	Maria Christina “Christy” Cunningham		Palm Beach Gardens FL 33403
North Port, FL**	Lexi Verner	(941) 280-1500	17437 Tamiami Trail
			North Port FL, 34287
Oakleaf, FL**	Steve Seegmiller		9518 Argyle Forest Blvd Ste #B6,
	Branson Hadfield		Jacksonville, FL 32222

	Richard Chase Zollinger	(904) 449-7459	
Palma Ceia, FL**	Jason R. Wojdylo		1902-A South Dale Mabry Highway,
	Toby M. Ware		Tampa, FL 33629
	Jesse R. Wojdylo	(813) 586-2211	
Palm Beach Gardens, FL	Debra Kimbro, Heather Russell,	(561) 484-5063	5240 Donald Ross Rd, Suite 105,
	Bryan Hullihen, Kagen Vergnetti, Joshua Hartley		Palm Beach Gardens, FL 33418
Palm Harbor, FL**	Teryl Morgan		798 East Lake Rd. #54
	Kelly Cloward	(727) 279-0005	Palm Harbor, FL 34685
Pembroke Pines, FL	Allison Colson	(754) 220-3030	15999 Pines Blvd #103
	Keith Colson		Pembroke Pines, FL 33027
Pensacola, FL**	Mark Van Wagenen	(850) 905-6414	1670 E Nine Mile Road,
	Callie Van Wagenen		Pensacola FL, 32514
Pinecrest, FL**	Allison Colson		8743-A SW 136TH St,
	Keith Colson		Miami, FL 33176
	Russell Harvey Ford	(786) 904-0255	
Pinellas Park, FL**	Teryl Morgan	ADA - Not available	Pinellas Park, FL
	Kelly Cloward		
Port Orange, FL**	John Schefer	ADA - Not available	Port Orange, FL
	Michael Schefer		
	Mark Schefer		
	Jordan Schefer		
Port St. Lucie, FL	Bryson Huckstep	(772) 242-9724	1707 NW Saint Lucie Blvd. #152
	Andrea Huckstep		Port St. Lucie Florida 34986
Riverview, FL**	BJ Harris		12926 US HWY 301 S Bldg. 100 Ste. B
	Shawn Larsen		Riverview FL, 33579
	Rich Litchfield		
	Anita Schaumkel	(813) 331-5003	

Sarasota UTC , FL	Thomas C. Grimme Bea W. Grimme	(941) 210-0533	215 N. Cattlemen Rd. Unit #56, Sarasota, FL 34232
Sawgrass, FL**	Allison Colson Keith Colson, Russell Harvey Ford	(954) 800-8508	12584 W Sunrise Blvd, Sunrise FL 33323
Seminole, FL	Robert King Tamara King Luke Miner	(727) 371-8758	11201 Park, Boulevard, Seminole FL 33772
Sodo, FL	Daniel Lowe Susana Lowe	ADA - Not Available	Sodo, FL
South Sarasota, FL**	Bea Grimme Tom Grimme	(941) 259-6673	4942 S. Tamiami Trail, Sarasota, FL 34231
Sunshine Square , FL	Tanner Reaveley Karli Reaveley Craig Reaveley	(561) 536-7310	546 E Woolbright Rd., Boynton Beach, FL 33435
Trinity, FL**	Joe McCord Garret & Kylie Steed Joel LeRoy Robert Knowlton	(727) 810-3850	3140 Little Road New Port Richey, FL 34655
Vero Beach, FL**	Steve Clegg Brian W. Clegg Jarek S. Mercer	(772) 253-2442	500 21st St, Vero Beach, FL 32960 Suite 2
Viera, FL**	Shae Marie Malachowski Brett Christian Malachowski	(321) 328-0296	2270 Town Center Avenue, Suite 111, Melbourne, FL 32940
Vineland, FL	Bryce Redd Kyla Abbot	(312) 401-6160	11549 Regency Village Dr, Orlando, FL 32821
Waterford Lakes, FL	Tyler Strickland Jay Bickmore Jack Bickmore	(321) 244-4048	455 N. Alafaya Trail Orlando FL, 32828
Wellington, FL**	Lexi Verner	ADA - Not available	Wellington, FL
Westchase, FL**	Joe McCord		10601 Sheldon Rd.

	Garret & Kylie Steed	(727) 626-2653	Tampa, FL 33626
	Joel LeRoy		
	Robert Knowlton		
Weston, FL**	Dan Lawyer		5750 NW, 183rd Street,
	Kendall Hulet		Miami, FL, 33015
	Chad Van Ausdal		
	Brian Hansen		
	Ricardo Nunez	(954) 639-9119	
West Palm Beach, FL	Courtney Newell	(561) 559-2244	710 Village Blvd,
	Jamil Newell		West Palm Beach, FL 33409
Winter Garden, FL	Daniel Lowe	ADA - Not Available	Winter Garden, FL
	Susana Lowe		
Winter Park, FL	Tyler Strickland	(689) 206-9099	501 N Orlando Ave Suite 309
	Jay Bickmore		Winter Park, FL 32789
	Jack Bickmore		
	Lauren VanOrden		
Winter Springs, FL	Chris Burton	(407) 674-9997	1425 Tuskawilla Rd, Unit #263
	Stephanie Marie Zundel-Smith		Winter Springs, FL 32708
	William Glen Zundel		
Georgia			
Alpharetta, GA	James Griffin	(470) 281-9209	4190 Milton Pkwy, SPE 2L
	Lance Jeffreys		Alpharetta, GA 30005
Ashley Park, GA**	David Bayne	(470) 400-5663	599 Bullsboro Drive, Suite 12,
	Aleisa Hallberg		Newnan GA 30263
Athens, GA**	Lance Jeffreys	(706) 389-5894	196 Alps Rd #105
	James Griffin		Athens, GA
Augusta, GA**	Zachary Lynn McKinley	ADA - Not available	
	Milo Ta'u Leakehe		Augusta, GA
	Josh Campos		

Bradley Park GA**	Robert Murphy		1591 Bradley Park Drive Suite 450A,
	Chase Murphy		Columbus, GA 31904-3071
	Joe Johnson	(706) 309-4111	
Brookhaven, GA**	Rima Friends		804 Town Blvd Suite A1035,
	Corey Friends		Atlanta, GA 30319
	Matt Stockum	404-667-4818	
Buford, GA**	Daniel Scott		3205 Woodward Crossing Blvd,
	Joshua Christensen		Buford, GA 30519, USA
		(470) 238-8041	
Cumming, GA	James Griffin		405 Peachtree Parkway, Suite 120,
	Lance Jeffreys	(470) 239-1986	Cumming, GA 30041
Dallas, GA**	Shannon Kelly	(470) 632-8080	8876 Dallas Acworth Hwy, Suite 308 & 310
	Dustin Thomas		Dallas, GA 30132
Dalton, GA**	Jim Ward		Dalton, GA
	Celeste Ward	ADA - Not available	
	Celeste Ward		
Dawsonville, GA**	James Griffin		12 Dawson Market Way #200,
	Lance Jeffreys	(470) 208-3826	Dawsonville, GA 30534
Douglasville, GA**	Donny Wilson	ADA - Not available	Douglasville, GA
	Tabitha Wilson		
Duluth, GA**	Donny Wilson	ADA - Not available	Duluth, GA
	Tabitha Wilson		
Evans, GA**	Troy Akers		4263 Washington Road, Unit 625,
	Nancy Akers	(706) 828-1382	Evans, GA 30809
Flowery Branch, GA**	Daniel Scott	ADA - Not available	Flowery Branch, GA
	Joshua Christensen		

Fort Olgothorp, GA**	Jim Ward	ADA - Not available	Fort Olgothorp, GA
	Celeste Ward		
Gainesville, GA**	Jim Ward	(470) 208-2821	821 Dawsonville Hwy Suite 82235,
	Celeste Ward		Gainesville, GA 30501
Kennesaw, GA	Daniel Scott	(470) 523-9384	1300 Ernest Barrett Parkway Unit 11
	Joshua Christensen		Kennesaw, GA 30144
Lawrenceville, GA	Daniel Scott	(430) 326-0369	875 Lawrenceville - Suwanee Rd.
	Joshua Christensen		Lawrenceville, GA, 30043
Macon, GA**	Robert Murphy		156 Tom Hill Sr Blvd, Suite 252/254
	Chase Murphy		Macon, GA 31210-1814
	Joe Johnson	(478) 200-2707	
Marietta, GA	Joshua Christensen	(678) 203-8885	3460 Sandy Plains Road, Suite 510,
	Daniel Raye Scott		Marietta GA 30066
Mcdonough GA**	James Griffin	ADA - Not available	Mcdonough GA
	Lance Jeffreys		
Midtown, GA**	Soomer Punja	(470) 890-1520	1544 Piedmont Road NE
	Zuber Khetani		Atlanta Georgia, 30324
	Sameer Tharani		
	Zaheer Pradhan		
Newnan, GA	David Bayne	(470) 215-1783	110 Glenda trace, Suite A
	Aleisa Hallberg		Newnan GA 30265
Peachtree, GA**	David Bayne	(470) 288-4077	130 Peachtree East Shopping Center #108
	Aleisa Hallberg		Peachtree City, GA 30269
Peachtree Corners, GA**	Donny Wilson	ADA - Not available	Peachtree Corners, GA
	Tabitha Wilson		
Pooler, GA**	Zachary Lynn McKinley		
	Milo Ta'u Leakehe		Pooler, GA

	Josh Campos	ADA - Not available	
Roswell, GA**	James Griffin	ADA - Not available	Roswell, GA
	Lance Jeffreys		
Sandy Springs, GA**	Daniel Scott	ADA - Not available	Sandy Springs, GA
	Joshua Christensen		
Savannah, GA**	Zachary Lynn McKinley	ADA - Not available	
	Milo Ta'u Leakehe		Savannah, GA
	Josh Campos		
Snellville, GA**	Daniel Scott		1905 Scenic Hwy S Suite 330
	Joshua Christensen	(470) 563-9995	Snellville, GA 30078
South Cobb, GA**	Lance Jeffreys		4340 East-West Connector Ste 300,
	James Griffin	(470) 531-0797	Smyrna GA 30082
Toco Hills, GA**	Soomer Punja	(404) 369-3069	2943 North Druid Hills Road Suite 260
	Zuber Khetani		Atlanta GA 30329
	Sameer Tharani		
	Zaheer Pradhan		
Warner Robins , GA**	Robert Murphy	ADA - Not available	Warner Robins , GA
	Chase Murphy		
	Joe Johnson		
Woodstock, GA**	Soomer Punja	ADA - Not available	
	Zuber Khetani		Woodstock, GA
	Sameer Tharani		
	Zaheer Pradhan		
Hawaii			
Kapolei, HI**	Jesse Folsom	(808) 204 9665	4480 Kapolei Parkway,
	Kalin Uluave, Scott Brown		Kapolei, HI 96707 Suite 277
Idaho			
	Linda Hollingsworth		2656 East Sunny Side Road
Ammon, ID	Greg Hollingsworth	(208) 268-8222	Ammon, Idaho 83406

	Nathan Fielding		8665 West Franklin Road Suite 8665
Boise, ID		(801) 695-4054	Boise, ID 83709
	Laken Hemsley		3524 N Government Way,
Coeur d'Alene, ID	Lance & Laurie Hemsley	(208) 408-0685	Coeur d'Alene, ID 83815
	Nathan Fielding		3116 East State Street Eagle,
Eagle, ID**		(208) 370-2638	Idaho 83616
	Brian Armstrong		3340 N Eagle Rd
Meridian, ID		(208) 268-8533	Meridian, Idaho 83646
	Nathan Fielding		954 W Pullman Rd,
Moscow, ID**		(208) 301-5353	Moscow ID 83843
	Brian Armstrong		16391 N Marketplace Blvd
Nampa, ID		(208) 505-6256	Nampa, ID 83687
Pocatello, ID	Ben Heusser	(208) 242-2303	231 West Quinn Road Suite E
	Kaylyn Heusser		Pocatello ID, 83202
Rexburg, ID	Richie Webb, Erick Wills,	(208) 254-5556	160 W 2nd S, Suite 102
	Lane Hemming, Hemming Investments LLC		Rexburg, ID 83440
	Steve Crandall		
Twin Falls, ID	Ronnie Ward	(208) 329-5800	799 Cheney Drive, Space 30C
	Brett Ward		Twin Falls, Idaho 83301
Illinois			
	Grant K Stucki Jr		2517 County Line Rd,
	Spencer Bowen		Algonquin, IL 60102
Algonquin, IL	Scott Lambert	(224) 699-0660	
	Robert Thede		115 West Rand Road,

Arlington Heights, IL**		(224) 286-1038	Arlington Heights, IL 60004
	Peter Tennis		Bolingbrook, IL
Bolingbrook, IL		ADA - Not Available	
	Frankie Pretzel		763 E Boughton Road
Boughton Road, IL	Traci Pretzel	(630) 755-5797	Bolingbrook IL 60440
	Derek Hincks		Bradley, IL
	Michelle Hincks,		
Bradley, IL	Jeremy Parkin	ADA -Not Available	
	Kenneth Huxtable		2650 N. Narragansett C3, Suite 019,
	Michelle Huxtable		Chicago, IL 60639
	Chloe Garff		
Brickyard, IL	Patrick Garff	(773) 466-2244	
	Robert Thede		1530 Lake Cook Rd,
Buffalo Grove, IL**	Anamey Nava	(224) 279-0548	Buffalo Grove, IL 60089
	Deborah A Platon		
	Steven P Platon		Champaign, IL
Champaign, IL**	Brian K Buchalski	ADA - Not Available	
	Kenneth Huxtable		
	Michelle Huxtable		Deerfield IL
	Tyson Green		
Deerfield, IL	Abby Jane Green	ADA - Not Available	
	Matthew Hanzel		406 W. Washington St.,
	Angie Hanzel		East Peoria, IL. 61611
	Brian Garrett		
East Peoria, IL**	Ruston Sullivan	(309) 322-2767	
	S. Blake Parrish		
	Adrienne M. Parrish		Edwardsville, IL

Edwardsville, IL**	Jacqueline J. Parrish	ADA - Not Available	
	Peter Tennis		1038 Commons Drive,
Geneva, IL	Teresa Tennis	Not Available	Geneva, Illinois
	Brian Wardell		179 W Army Trail Rd
Glendale Heights, IL	Heather Wardell	(630) 635-0563	Glendale Heights IL 60137
	Brian Wardell		709 W Roosevelt Rd,
Glen Ellyn, IL**	Heather Wardell	Not Available	Glen Ellyn, IL 60137
	Robert Thede		7105 Grand Ave,
Gurnee, IL**	Anamey Nava	(224) 252-0422	Gurnee, IL 60031
	Kenneth Huxtable		2730 Sutton Road,
	Michelle Huxtable		Hoffman Estates Il. 60195 Suite 2726
	Tyson Green		
Hoffman Estates, IL	Abby Jane Green	(224) 484-0074	
	Stacey Olsen		Joliet, IL
	Diana Brown		
Joliet, IL**	Ted Brown	ADA - Not Available	
	Deborah A Platon		1 N. La Grange Road, Suite D,
	Steven P Platon		La Grange, Illinois 60525
	Allison L Platon		
La Grange, IL**	Brian K Buchalski	(708) 328-6399	
	Kenneth Huxtable		
	Michelle Huxtable		Lakeview Ashland
	Chloe Garff		
Lakeview Ashland, IL	Patrick Garff	ADA - Not Available	
	Billawal ALI Badruddin		2321 N Lincoln Ave,
Lincoln Park, IL**		(773) 394-2525	Chicago, IL 60614
	Frankie Pretzel		16433 W. 159th Street

Lockport, IL	Traci Pretzel	(779) 243-1116	Lockport IL 60441
	Billawal ALI Badruddin		333 N Michigan Ave,
Michigan Ave, IL**		(312) 462-3558	Chicago, IL 60601
	Frankie Pretzel		11245 W. Lincoln Hwy,
Mokena, IL	Traci Pretzel	(708) 390-7945	Mokena IL 60448
	Geoffrey H. Gregson		2936 Showplace Dr #112
	Cynthia Gregson		Naperville Ill 60564
	Teresa Tennis		
Naperville, IL	Peter Tennis	331) 213-2840	
	Stacey Olsen		314 Towanda Ave Space 405
	Diana Brown		Normal, IL 61761
Normal, IL**	Ted Brown	(309) 204-0040	
	Kari Patterson		1504 N. Naper BLVD,
North Naperville, IL**	R. Adam Patterson	(331) 330-7617	Naperville, IL 60563
	Sam Anthony Mesi		984 Willow Road, Ste C,
Northbrook, IL		(224) 203-2453	Northbrook, IL 60062
	Grant K Stucki Jr		17W410 22nd St,
	Spencer Bowen		Oakbrook Terrace, IL 60181
Oak Brook, IL	Scott Lambert	(331) 551-6923	
	Billawal ALI Badruddin		Oak Park, IL
Oak Park, IL**		ADA - Not Available	
	Kevin Reed Lester		1435 N. Wells Street,
	Meredith Mead Lester		Chicago, IL 60610
Old Town, IL**	Cory Joseph Lester	(872) 233-3051	
	Thaer Ahmad		14215 S. Lagrange Rd. Unit 302
	Mohamed Solta		Orland Park, Illinois 60462
	Mohamed El-Housiny		

Orland Park, IL	Omar Bayazid	(708) 778-3358	
	Peter Tennis		Oswego, IL
Oswego, IL		ADA - Not Available	
	Matthew Hanzel		4513 N. Sterling
Peoria Sterling, IL**	Angie Hanzel	Not Available	Peoria, IL 61615
	Kenneth Huxtable		5660 W. Touhy Ave
	Michelle Huxtable		Niles Il. 60714 (Suite 5704)
	Chloe Garff		
Pointe Plaza, IL	Patrick Garff	(224) 592-5422	
	Kenneth Huxtable		3340 North, Western Ave.
	Michelle Huxtable		Chicago Ill. 60618 Unit 3340
	Tyson Green		
Rosco Village, IL	Abby Jane Green	Not Available	
	Robert Thede		106 E Golf Rd,
	Anamey Nava		Schaumburg IL 60173
	Brady Ricci		
	Tim Fong		
	Zach Mendelsohn		
	Cortney Johanson		
	Austin Allred		
	Carlos Nava		
Schaumburg, IL	Christopher Thede	(224) 377-0925	
	S. Blake Parrish		
	Adrienne M. Parrish		Shiloh, IL
Shiloh, IL**	Jacqueline J. Parrish	ADA - Not Available	
	Matthew Hanzel		Springfield, IL
Springfield, IL**	Angie Hanzel	ADA - Not Available	
	John Krumm		Elgin, IL
South Elgin, IL**	Jennifer Krumm	ADA - Not Available	
	Derek Hincks		15943A S. Harlem Ave.,

	Michelle Hincks		Tinley Park, IL 60477
Tinley Park, IL	Jeremy Parkin	ADA -Not Available	
	Grant K Stucki Jr		Vernon Hills, IL
	Spencer Bowen		
Vernon Hills, IL	Scott Lambert	ADA -Not Available	
	Billawal ALI Badruddin		1513 n Milwaukee Ave,
Wicker Park, IL		(773) 598-6908	Chicago,IL 60622
	Deborah A Platon		
	Steven P Platon		Willowbrook, IL
Willowbrook, IL**	Brian K Buchalski	ADA - Not Available	
Indiana			
	Scott Jones		8738 E US Hwy 36, Avon IN 46123
	Steve Jurca		
	Kevin Jones		
	Jeff Jones		
	Josh Hurst		
	Matthew Starley		
Avon, IN**	Bryan Harris	(317) 742-9615	
	Scott Jones		1155 S College Mall Rd,
	Steve Jurca		Bloomington IN 47401
	Kevin Jones		
	Jeff Jones		
	Josh Hurst		
	Matthew Starley		
Bloomington, IN**	Bryan Harris	(812) 668-7779	
	Spencer Hanks		2446 E 146th St
	Chad Barrett,		Carmel IN, 46033
	Braxton Peterson		
	Stan Hanks		

Carmel, IN**	Tyson Barrett	(317) 324-8041	
	Scott Jones		Columbus, IN
	Steve Jurca		
	Kevin Jones		
Columbus, IN**	Jeff Jones	ADA - Not available	
	Colby Cooper		819 Joliet Street,
Dyer, IN	Michelle Hincks	(219) 440-2063	Dyer, IN 46311
	Colby Cooper		939 N. Burkhardt Road,
Evansville, IN	BreAnne Cooper	(812) 965-4133	Evansville, IN 47715
	Spencer Hanks		8395 E 116th St, Suite 137,
	Stan Hanks		Fishers, IN 46038
	Chad Barrett		
	Braxton Peterson		
Fishers, IN	Tyson Barrett	(317) 284-9311	
	Erin Peterson		4201 Coldwater Rd
	Mark Peterson		Fort Wayne, IN 46805
Glenbrook, IN	Laken Hemsley	(260) 205-8111	
Greenwood, IN	Spencer Hanks	(463) 200-5249	1675 W. Smith Valley Road, Suite D4B
	Stan Hanks		Greenwood, IN 46142
	Chad Barrett		
	Braxton Peterson		
	Tyson Barrett		
	Amber Chloe Bake		Goshen, IN
Goshen, IN**	Benjamin Stephen Hancock	ADA -Not Available	
	Joshua Lee Jewell		Jeffersonville, IN
	Justine Breanne Marx		
Jeffersonville, IN**	Nicholas Paul Jewell	ADA -Not Available	
Keystone Shoppes, IN	Spencer Hanks	(317) 343-0446	3319 E. 86th Street,
	Stan Hanks		Indianapolis, Indiana 46240

	Chad Barrett		
	Braxton Peterson		
	Tyson Barrett		
	Eric Sipes		3575 Promenade Pkwy # 800
	Stephanie Sipes		Lafayette, IN 47909
Lafayette, IN**	Harry Snyder	(765) 237-9964	
	Katelin Beth Leifson		2535 Southlake Mall Dr,
Merrillville, IN**	Jed Michael Leifson	Not Available	Merrillville, IN 46410
	Erin & Mark Peterson		5320 N Main Street, Ste A,
Mishawaka, IN	Laken Hemsley	(574) 213-0987	Mishawaka, IN, 46545
	Erin & Mark Peterson		1034 Thomas Road Suite 116,
Orchard Crossing, IN	Laken Carson	(260) 203-0015	Fort Wayne, Indiana 46804
	Amber Chloe Bake		1290 E Ireland Rd
South Bend, IN**	Benjamin Stephen Hancock	(574) 318-7300	South Bend, IN 46614 Suite Z200
	Katelin Beth Leifson		2310 Laporte Ave. Suite #800,
Valparaiso, IN**	Jed Michael Leifson	(219) 386-2555	Valparaiso, IN 46383
	Spencer Hanks		9873 N. Michigan Road, Suite 130-B
	Chad Barrett,		Carmel Indiana 46032
Zionsville, IN**	Tyson Barrett	Not available	
Iowa			
Ames, IA**	Rhett Andersen		414 South Duff Avenue, Ste. #104,
	Tyler Andersen		Ames, IA. 50010
	Bart Coon	Not available	
Ankeny, IA	Rhett Andersen		802 SE Oralabor Rd. Ste. #108,
	Tyler Andersen	(515) 650-8361	Ankeny, IA 50021
	Bart Coon		
Cedar Falls, IA**	Andrea Roberts	ADA - Not available	Cedar Falls, IA
	Collin Roberts		

Cedar Rapids, IA	Heather Chappell Jason David Chappell	(319) 259-6347	1005 Blairs Ferry Road NE, Ste. #50, Cedar Rapids IA, 52402
Davenport, IA**	Andrea Roberts Collin Roberts	(563) 275-2246	4036 E 53rd St. Davenport, IA 52807
Dubuque, IA**	Michael Hilton	(563) 231-2198	3500 Dodge St Suite 130, Dubuque, IA 52003
Iowa City, IA**	Michael Hilton	ADA - Not available	Iowa City, IA
Jordan Creek, IA**	Rhett Andersen Tyler Andersen Bart Coon	(515) 585-0611	6305 Mills Civic Pkwy, Ste. 3119 West Des Moines, Iowa 50266
Sioux City, IA**	Brock Stokes, Heather Berry	(712) 220-2666	5822 Sunnybrook Dr, Sioux City, IA, 51106
Waterloo, IA**	Andrea Roberts Collin Roberts Jennifer Roberts Justin Roberts	(319) 493-7766	1503 Flammang Dr., Waterloo, IA 50701
Kansas			
Derby, KS	Neil Hansen, Darren Haddock Susan Sciammarella, Lester Sherrow Amy Wallace, Steve Wallace Paula Bergeson, Scott Bergeson & Sherry L. Bosworth	(316) 252-3848	1918 N Rock Rd #700 Derby KS 67027
Lawrence, KS**	Neil Hansen Susan Sciammarella Amy Wallace	ADA - Not available	Lawrence, KS
Lenexa, KS**	Neil Hansen Susan Sciammarella Amy Wallace	ADA - Not available	Lenexa, KS

Olathe, KS	Neil Hansen, Darren Haddock	(913) 361-7073	15159 W 119th,
	Susan Sciammarella, Lester Sherrow		Olathe, KS 66062
	Amy Wallace, Steve Wallace		
	Paula Bergeson, Scott Bergeson & Sherry L. Bosworth		
Overland Park , KS	Neil Hansen, Darren Haddock	(913) 361-7072	135th and Metcalf Ave,
	Susan Sciammarella, Lester Sherrow		Overland Park KS 66223
	Amy Wallace, Steve Wallace		
	Paula Bergeson, Scott Bergeson & Sherry L. Bosworth		
Shawnee, KS**	Neil Hansen	ADA - Not available	Shawnee, KS
	Susan Sciammarella		
	Amy Wallace		
Speedway, KS**	Neil Hansen	ADA - Not available	Speedway KS
	Susan Sciammarella		
	Amy Wallace		
Topeka, KS**	Neil Hansen, Darren Haddock	(785) 274-9944	2130 SW Wannamaker Rd. #160
	Susan Sciammarella, Lester Sherrow		Topeka KS 66614
	Amy Wallace, Steve Wallace		
	Paula Bergeson, Scott Bergeson & Sherry L. Bosworth		
Wichita Nw, KS**	Neil Hansen	ADA - Not available	Wichita Nw, KS
	Susan Sciammarella		
	Amy Wallace		
Wichita , KS	Neil Hansen, Darren Haddock, Paula Bergeson	(316) 778-8862	2564 N. Greenwich, Wichita Suite 500,
	Susan Sciammarella, Lester Sherrow, Scott Bergeson		Kansas 67226

	Amy Wallace, Steve Wallace, Sherry L. Bosworth		
Kentucky			
Bowling Green, KY**	Michael Crawley	(270)715-2159	130 Walton Avenue, Bowling Green, Unit E Kentucky
Lexington , KY	Sagar Leva Ameet Patel	(859) 977-9525	2160 Sir Barton Way, Suite C19B, Lexington, KY 40509
Little Apple, KY**	Todd Michael Zenger Ky Yalonda Zenger	(785) 706-9199	501 N 3rd Place Suite C, Manhattan, KS 66502
Middletown, KY	Jake Ernest Tidmore Claire Kramer Tidmore Chelsie Sundae Larson Matthew Ward Larson	(502) 405-8156	12949 Shelbyville Road, Suite 102 Louisville KY 40243
Nicholasville, KY**	Sagar Leva Ameet Patel	Not available	253-255 E Brannon, Nicholasville, KY 40356
Paddock, KY**	Courtney Tripp Richard Diamond	(502) 509-2828	4110 Summit Plaza Drive Louisville KY 40241
Richmond, KY**	Ameet Patel Sagar Leva	(859) 353-4191	2043 Lantern Ridge Dr. Richmond KY 40475
St Matthews, KY**	Courtney Tripp Richard Diamond	ADA - Not available	St Matthews, KY
Louisiana			
Baton Rouge, LA**	Elizabeth Jane Walbom Justin Lorenz Walbom	(225) 228-0120	6555 Siegen Ln, Suite 10, Baton Rouge, LA 70809
Bossier City, LA**	Bryce Dean Lisa Dean Brian Sieck	(318) 404-1326	2650 Airline Drive, Suite 300, Bossier City, LA 71111
Brossard, LA**	Jeffrey Vaccaro Casey Field	ADA - Not available	Brossard, LA
Covington , LA**	Devan Cahoon Brandon Wilson	(985) 200-5906	70360 Highway 21, Suite 5 Covington LA 70433
Harvey , LA**	Devan Cahoo		Harvey LA

	Brandon Wilson	ADA - Not available	
Lake Charles , LA**	Priscilla Packard Heal Jonathan Wayne Healy	(337) 419-0077	1708 W Prien Lake Rd, Lake Charles, LA 70601
Metairie , LA	Devan Cahoo Brandon Wilson	(504) 332-2058	2701 Airline Dr. Suite J, Metairie Louisiana, 70001
River Marketplace, LA**	Jeffrey Vaccaro Casey Field	(337) 362-1699	4409 Ambassador Caffery Pkwy, Ste 700, Lafayette, LA 70508
Slidell , LA**	Christopher Miller Zachary Trujillo	ADA - Not available	Slidell , LA
Youree, LA**	Bryce Dean Lisa Dean Brian Sieck	Not available	7020 Youree Dr., Suite F, Shreveport, LA 71105
Maine			
Rock Row, ME**	James Maguire Jeff Maquire Jason St. Louis Steve Menzel	(207) 887-0907	95 Rock Row, Suite 160 Westbrook. ME 04092
Maryland			
Annapolis, MD**	Mark Sumsion Robert Davis	ADA - Not available	Annapolis, MD
Bowie, MD**	Coleen Jeter Ashley Jeter Shane Blackwell	ADA - Not available	Bowie, MD
California, MD**	Joe Drury Jack MacDonald John MacDonald	(443) 342-4048	45000 St.Andrews Church Rd. Suite C California, MD. 20619
Columbia, MD**	Mark Sumsion Robert Davis	ADA - Not available	Columbia, MD
Frederick, MD	Preston Howell, Paul Howell Michael Hanosek	(240) 397-9194	200 Shorebird St B, Frederick, MD 21701

Germantown, MD**	Mark Sumsion	(240) 224-0855	20650 Seneca Meadows Pkwy, Unit C1,
	Robert Davis		Germantown, MD 20876
Hanover, MD	Kelaokalani Filipe Fifita Sitake	ADA - Not available	Hanover, MD
	Sefesi Fata'ulua Edwin Tanginoa Fifita Sitake		
	Michael Gregory VanSteenkiste		
	Abbel Aiono		
Kentlands, MD**	Mark Sumsion	(240) 812-1656	277 Kentlands Blvd,
	Robert Davis		Gaithersburg Maryland 20878
Nottingham, MD	Kelaokalani Filipe Fifita Sitake	ADA - Not available	Nottingham, MD
	Sefesi Fata'ulua Edwin Tanginoa Fifita Sitake		
	Michael Gregory VanSteenkiste		
	Abbel Aiono		
Owings Mills, MD**	Mark Sumsion	(443) 272-1758	10300 Mill Run Circle, Suite 102
	Robert Davis		Owings Mills Maryland 21117
Oxon Hill, MD**	Coleen Jeter	ADA - Not available	Oxon Hill, MD
	Ashley Jeter		
	Shane Blackwell		
Rockville, MD	Robert Davis	(240) 406-7655	12266 Rockville Pike Suite K
	Mark Sumsion		Rockville, MD 20852
Towson, MD	Kelaokalani Filipe Fifita Sitake	ADA - Not available	Towson, MD
	Sefesi Fata'ulua Edwin Tanginoa Fifita Sitake		
	Michael Gregory VanSteenkiste		
	Abbel Aiono		
Waldorf, MD**	Coleen Jeter	Not available	3728 Crain Hwy, Unity 102,
	Ashley Jeter		Waldorf, MD 20603
	Shane Blackwell		

Waugh Chapel, MD**	Robert Davis Mark Sumsion	(240) 449-4748	1410 S Main Chapel Way Suite 116, Gambrills MD 21054
Massachusetts			
Attleboro, MA**	Richard Howell Dennis Sosa	(508) 399-1171	228 Washington Street, Suite A-155, Attleboro, MA
Briantree, MA**	Pamela Arias Matthew Arias	ADA - Not available	Briantree, MA
Brighton, MA**	Joseph Oppedisano Gopakumar Menon	(617)798-4556	125 Guest Street, Boston, MA 02135
Cambridge, MA**	Joseph Oppedisano Gopakumar Menon	(617) 798-7098	425 Massachusetts Ave, Cambridge, MA 02139
Chestnut Hill, MA**	Leopaul Montes Mimose Montes	ADA - Not available	Chestnut Hill, MA
Dedham, MA**	Pamela Arias Matthew Arias	ADA - Not available	Dedham, MA
Framingham, MA**	Leopaul Montes Mimose Montes	(508) 928-5060	341 Cochichuate Rd (Unit 2), Framingham, MA 01701
Hanover, MA**	Pamela Arias Matthew Arias	(781) 561-0552	2053 Washington Street Hanover MA 02339
Methuen, MA	Jeffrey Maguire James Maguire Steve Menzel	(978) 291-6956	90 Pleasant Valley STE 170, Methuen, MA 01844
Millbury, MA**	Richard Howell Dennis Sosa	(774) 462-0204	70 Worcester-Providence Turnpike, Millbury, MA 01527
Saugus, MA	Jessica Lynn Gariano Brent Michael Gariano	(339) 210-5052	358 Broadway, Suite 358N, Saugus, MA 01906
Station Landing, MA**	Joseph Oppedisano Gopakumar Menon	(617) 394-8523	23A Revere Beach Parkway Medford, MA 02155
White City, MA**	Richard Howell Dennis Sosa	(774) 214-0812	50 Boston Turnpike Road Shrewsbury, MA 01545 Unit 2
Woburn, MA	Melanie Burks	(339) 298-7054	300 Mishawum Road Unit 410,

			Woburn, MA 01801
Michigan			
Ann Arbor, MI	Kindall Palmer	(734) 274-6623	215 N Maple Rd. Suite A-2
			Ann Arbor, MI 48103
Auburn Hills, MI**	Rachel Dixon		Auburn Hills, MI
	Sean Dixon		
	Tracy Byington	ADA - Not Available	
Bloomfield Hills, MI**	Rachel Dixon		4036 Telegraph Road,
	Sean Dixon		Bloomfield Hills, MI 48302
	Tracy Byington	Not Available	
Brighton, MI**	Bobby J Grossi		Brighton, MI
	Sabrina R Choate-Grossi		
		ADA - Not Available	
Canton, MI**	Anthony White	(734) 228-4807	42050 Ford Rd. Canton, MI 48187
	Amber Nicole White		
Chesterfield, MI**	Kindall Palmer	(586) 315-1141	27795 23 Mile Road
	Joey Cunningham		Chesterfield MI 48051
Delta Crossing, MI**	Andrew Lord	(517) 329-1035	619 N. Marketplace Blvd.,
	Mariah Lord		Unit E Lansing MI, 48917
	Trena Bryan		
	Pam Lord		
Fenton, MI**	Bobby J Grossi	(810) 885-3277	17085 Silver parkway
	Sabrina R Choate-Grossi		Fenton MI 48430
Grand Rapids, MI	Chris Lemay	(616) 803-8734	3577 28th Street SE, Suite G4,
	Tami Lemay		Grand Rapids, MI 48512
Holland, MI**	Chris Lemay	Not Available	12331 James Street, Suite D30
	Tami Lemay		Holland, Michigan 49424

Kalamazoo, MI	Chris Lemay Tami Lemay	(269) 888-5427	5097 Century Ave, Kalamazoo, MI 49006
Livonia, MI	Kindall Palmer	(734) 274-6623	11003 Middlebelt Rd Livonia MI 48150
Northville, MI**	Anthony White Amber Nicole White	(734) 228-4838	39761 TRADITIONS DRIVE, NORTHVILLE, MI 48168
Nova, MI	Kindall Palmer	(248) 916-9450	26060 Ingersol Drive Novi MI 48375
Okemos, MI**	Andrew Lord Mariah Lord Trena Bryan Pam Lord	ADA -Not Available	Okemos, MI
Orchard Lake, MI**	Rachel Dixon Sean Dixon Tracy Byington	ADA - Not Available	Farmington Hills, MI
Rochester Hills, MI	Anthony White Amber Nicole White	947-218-0413	2575 S. Rochester Rd, Rochester Hills, MI 48307
Royal Oak, MI**	Kindall Palmer	(248) 916-9450	30955 Woodward Ave, Suite 715, Royal Oak MI 48073
Saginaw, MI**	Andrew Lord Mariah Lord Trena Bryan Pam Lord	ADA -Not Available	Saginaw, MI
Sterling Heights, MI	Kindall Palmer	(586) 580-1270	14860 Hall Road Sterling Heights MI 48313
Woodhaven, MI**	Anthony White Amber Nicole White	(734) 304-0752	23398 Allen Rd. Woodhaven, MI 48183
Ypsilanti, MI	Casey Price	ADA - Not Available	Ypsilanti, MI
Minnestoa			

Apple Valley, MN	Grant T. Stucki Wendy L Stucki Jordan H Stucki	(612) 474-4217	15052 Gleason Path Suite #105, Apple Valley, MN 55124
Arden Hills MN	Grant T. Stucki Wendy L Stucki Bryce Craig Sarah Craig Jordan H Stucki	(612) 564-5940	3833 Lexington Ave. N., Suite 104 Arden Hills, MN 55126,
Coon Rapids, MN**	Mark Douglas Howell, Christine Howell Sharmaine Wendy Howell Brian Howell	(651) 395-7723	12761 Riverdale Blvd, Coon Rapids, MN 55433
Duluth, MN**	Mark Douglas Howell, Brian Howell Alicia Anderson Paul Howell	(218) 461-1339	917 West Central Entrance, Duluth MN 55811
Eagan,MN**	Grant T. Stucki Wendy L Stucki Bryce Craig Sarah Craig Jordan H Stucki	(612) 699-2424	1270 Promenade Place, Suite 130, Eagan, MN 55121
Eden Prairie, MN**	Mark Douglas Howell, Christine Howell Sharmaine Wendy Howell Brian Howell	(651) 728-5747	12575 Castlemoor Dr, Eden Prairie, Minnesota 55344
Edina, MN**	Mark Douglas Howell Christine Howell Sharmaine Wendy Howell Brian Floyd Howell	(651) 728-5752	7101 France Avenue S, Suite 104, Edina, Minnesota 55435
Maple Grove, MN	Mark Douglas Howell Christine Howell	(763) 777-7527	11623 Fountains Dr, Maple Grove, MN 55369

	Sharmaine Wendy Howell		
	Brian Floyd Howell		
Robert Street, MN	Grant T. Stucki	(612) 268-0152	2037 South Robert Street #300
	Wendy L Stucki		West St Paul MN 55118
	Bryce & Sarah Craig		
Rochester, MN	Mark Douglas Howell	(507) 328-0636	2665 Commerce Dr. NW, Suite 300,
	Christine Howell		Rochester, MN, 55901
	Sharmaine Wendy Howell		
	Brian Floyd Howell		
St. Cloud, MN	Mark Douglas Howell,	(320) 316-0577	3959 2nd Street South Suite 204,
	Brian Howell		St Cloud, Minnesota 56301
	Alicia Anderson		
	Paul Howell		
St. Louis Park, MN**	Mark Douglas Howell,	ADA - Not Available	St. Louis Park, MN
	Brian Howell		
	Alicia Anderson		
	Paul Howell		
Woodbury, MN**	Grant T. Stucki	(651) 321-1177	305 Radio Drive, #22
	Wendy L Stucki		Woodbury, MN 55125
	Jordan H Stucki		
Mississippi			
D'Iberviller, MS**	Christopher Miller	(228) 256-0425	3950 Promenade Pkwy C,
	Zachary Trujillo		D'Iberville, MS 39540
Flowood, MS**	Ann Squire & Russell Squire	Not Available	380 Ridge Way,
	Brandon Oaks Nielsen		Flowood Mississippi, 39232
	Jennifer Lynn Nielse		
	Darin McKae Nielsen		
Gulfport, MS	Christopher Miller	(228) 277-1004	15520 Daniel Blvd Suite D
	Zachary Trujillo		Gulfport, MS 39503
Hattiesburg, MS	Marion Ryan Spiers	(601) 602-5253	3720 Hardy Street
	Misty Lee Spiers		Hattiesburg MS 39402
Madison, MS	Ann Squire & Russell Squire	(601) 401-0316	111 Colony Crossing Way, Unit 120

	Brandon Oaks Nielsen		Madison, MS 39110
	Jennifer Lynn Nielse		
	Darin McKae Nielsen		
Olive Branch, MS**	Greg Peterson, Roger Hiatt	(662) 932-3330	5400 Goodman Road, suite 109,
	David Watson		Olive Branch MS 38654
	Sam Hiatt		
	Roger Hiatt		
Missouri			
Gladstone, MO**	Trevor Curtis	(816) 601-0457	5243 N Antioch Rd,
	Hannah Curtis		Kansas City, MO 64119
	Porter Curtis		
Belton, MO**	Neil Hansen	ADA - Not Available	Belton, MO
	Susan Sciammarella		
	Amy Wallace		
	S. Blake Parrish		
	Adrienne M. Parrish		Brentwood, MO
Brentwood, MO**	Jacqueline J. Parrish	ADA - Not Available	
Chesterfield, MO**	Amy Rahm	(636) 733-6630	1624 Clarkson Rd.
	Robert Rahm		Chesterfield, MO 63017
Columbia, MO	Chad Earl Davis	(573) 355-5787	21 Conley Rd. Suite R,
	Beverly Diane Davis		Columbia, MO 65201
Cottleville, MO	Amy Rahm	(636) 706-5076	6079 Mid Rivers Mall Dr.
			Cottleville, MO 63304
Independence, MO**	Trevor Curtis	(816) 295-2372	18931 E Valley View Pkwy,
	Hannah Curtis		Independence MO 64055
	Porter Curtis		
Joplin, MO**	Christian Jensen	(417) 553-9878	430 S Geneva Ave Ste 500
	Janci Jensen		Joplin MO 64801
Kansas City North, MO**	Neil Hansen	ADA - Not Available	Kansas City North, MO
	Susan Sciammarella		
	Amy Wallace		
Lee's Summit, MO	Neil Hansen, Darren Haddock, Paula Bergeson	(816) 207-4760	1700 NW Chipman Rd

	Susan Sciammarella, Lester Sherrow, Scott Bergeson		Lee's Summit MO 64081
	Amy Wallace, Steve Wallace, Sherry L. Bosworth		
Liberty, MO**	Neil Hansen, Darren Haddock, Paula Bergeson	(816) 368-1789	8418 N Church Rd,
	Susan Sciammarella, Lester Sherrow, Scott Bergeson		Kansas City, MO 64157
	Amy Wallace, Steve Wallace, Sherry L. Bosworth		
Saint Joseph, MO**	Chad Davis	Not Available	Saint Joseph, MO
	Shawn Davis		
	Wayne Davis		
	Tyler Davis		
	Greg Bohlmann		12404 Tesson Ferry Suite 2,
South County- MO**	Melissa Payne	(314) 347-0402	St. Louis, MO 63128
Springfield, MO**	Neil Hansen	ADA - Not Available	Springfield, MO
	Susan Sciammarella		
	Amy Wallace		
Ward Parkway, MO**	Mark Strong	(816) 301-4930	8600 Ward Parkway Ste 1017,
	Britney Nielson		Kansas City, MO 64114
Wentzville, MO**	Amy Rahm	ADA - Not Available	Wentzville, MO
West County, MO	Amy Rahm	(314) 347-1436	13335 Manchester Rd,
			Des Peres, MO 63131
Montana			
Billings, MT	Emily Hurst	(406) 530-7327	27 Shiloh Rd, Suite 6
	Andrea Tulett		Billings MT 59106
Bozeman, MT	Emily Hurst	(406) 351-4589	1060 Fowler Ave,
	Andrea Tulett		Bozeman MT 59718
Helena , MT**	Teri Coomes	(406) 204-0568	2030 Cromwell Dixon Ln Ste J
	Daniel Coomes		Helena, MT 59602

	Valerie Baker		
	Tyler Baker		
Missoula, MT	Brock Stokes	(406) 351-0900	3075 N Reserve St, Suite J 20
	Heather Berry		Missoula, Montana 59808
Nebraska			
	Mike Carlson		2883 S 168th St.
	Tiffany Breanne Sims		Omaha NE 68116
	Aaron Glade Birch		
	Garen Merle Jeppesen		
Lakeside, NE**	Matthew wayne Tomlinson	(402) 413-0259	
Lincoln Sw, NE**	Mike Carlson		Lincoln NE 68510
	Jimmer Ferdette	ADA - Not Available	
North Lincoln, NE**	Mike Carlson	(402) 413-0259	6005 O Street,
	Tiffany Breanne Sims		
	Aaron Glade Birch		
	Garen Merle Jeppesen		
	Matthew wayne Tomlinson		
			Lincoln NE 68510
Omaha Northwest, NE**	Mike Carlson	(402) 671-0566	3606 North 156th St.
	Tiffany Breanne Sims		
	Aaron Glade Birch		
	Garen Merle Jeppesen		
	Matthew Wayne Tomlinson		
			Omaha NE 68116
Papillion, NE**	Mike Carlson	ADA - Not Available	Papillion, NE
	Jimmer Ferdette		
Nevada			
Cannery, NV	Kari Sanchez	(702) 623-5110	2598 E Craig Road Suite 100
	Jim Asche		North Las Vegas, NV 89030
	Chris Huggins		
Durango, NV	Julie Labrum	(702) 613-4667	6255 S Durango Drive #101
			Las Vegas NV 89113

Henderson, NV	Claudia Johnson Christian Cash Sandoval	(702) 623-7348	10575 S Eastern Ave Suite 190, Henderson NV 89052
Las Vegas (Blue Diamond), NV	Julie Labrum	(702) 660-0233	8085 Blue Diamond Road Las Vegas, Nevada 89178
Las Vegas (Centennial), NV	Kari Sanchez Jim Asche Chris Huggins	(702) 707-9822	5590 Painted Mirage Rd Las Vegas, Nevada 89149
Red Rock, NV	Jason & Kari Sanchez Jim Asche Chris Huggins	(702) 846-1089	9901 West Charleston Blvd., Suite #2 Las Vegas, NV 89117
Sparks, NV	Lance Hemsley Laurie Hemsley Ronnie Ward Brett Ward	(775) 432-0721	4731 Galleria pkwy, Suite 105 Sparks NV, 89436
UNLV, NV	Julie Labrum	(702) 323-8005	4700 S Maryland Pkwy, Las Vegas Nevada 89119
New Hampshire			
Concord, NH**	James Maguire Jeff Maquire Steve Menzel	Not Available	Concord, NH
Manchester, NH**	James Maguire Jeff Maquire Steve Menzel	Not Available	Manchester, NH
Nashua, NH	James Maguire Jeff Maquire Steve Menzel	(603) 821-0889	256 Daniel Webster Hwy, Nashua NH 03060
North Nashua, NH	James Maguire Jeff Maquire Steve Menzel	(603) 821-0058	2 Cellu Dr, unit 101 Nashua, NH 03063
Portsmouth, NH	Benjamin & Anna Stice Nick Stice Greg Peterson	(603) 821-0889	45 Gosling Rd Ste 5c, Newington, NH 03801

Salem, NH**	James Maguire Jeff Maquire Steve Menzel	(978) 237-0124	69 Central Street Unit D Salem NH 03079
New Jersey			
Cherry Hill, NJ**	Darrell Doucette Karen Doucette	(856) 254-2058	950 Garden Park Blvd, Cherry Hill, NJ 08002
Clark, NJ**	Earl Koskie Jayna Koskie	(732) 540-1845	1255 Raritan Rd Clark NJ 07066
Deptford, NJ**	Emily Pacho	ADA - Not Available	Deptford, NJ
Holmdel, NJ**	Earl Koskie Jayna Koskie	(848) 243-0885	2136 NJ-35, Holmdel NJ 07733
Manalapan, NJ**	Darrell Doucette Karen Doucette	(732) 333-8138	55 US Hwy 9 #300, Manalapan, NJ 07726
Marlton, NJ**	Emily Pacho	(856) 267-0067	320 Young Ave, Moorestown, NJ 08057
Morris Plains, NJ**	Jeremy Long Magarin Hobson	(862) 701-3544	1711 Rt 10 Morris Plains NJ, 07950
North Brunswick, NJ**	Marianne (Annie) Voyles Jeremiah Paventy Eileen Voyles Braxton Voyles	(732) 640-8555	651 shoppes Blvd North Brunswick, NJ 08902
Ocean, NJ	Darrell Doucette Karen Doucette	(732) 455-1452	2303 Rt. 66 Ocean, New Jersey 07712
Paramus , NJ**	Earl Koskie Jayna Koskie	(201) 212-4091	One Bergen Town Center, Paramus, NJ 07652
Piscataway, NJ**	Marianne (Annie) Voyles Eileen Voyles Braxton Voyles	ADA -Not Available	Piscataway, NJ
Princeton, NJ**	Emily Pacho	(609) 450-3166	650 Nassau Park Blvd, Princeton NJ 08540
Rockaway, NJ**	Jeremy Long Magarin Hobson	Not Available	395 Mt Hope Ave Ste 650 Rockaway NJ 07866

Short Hills, NJ**	Marianne (Annie) Voyles	ADA -Not Available	
	Eileen Voyles		Short Hills, NJ
	Braxton Voyles		
Union, NJ**	Jeremy Long	(908) 481-9966	1235 W Chestnut St, Unit 5C,
	Brady Martinez		Union NJ 07083
	Magarin Hobson		
New Mexico			
Cottonwood, NM	Chase McFarland	(505) 357-3640	10420 Coors Bypass NW, Suite 104-B,
	Keaton Maguire		Albuquerque NM 87114
	Ben Perich		
Northeast Heights, NM**	Chase McFarland	ADA - Not Available	
	Keaton Maguire		Albuquerque, NM
	Ben Perich		
Paseo del Norte, NM**	Chase McFarland	ADA - Not Available	
	Keaton Maguire		Albuquerque, NM
	Ben Perich		
Santa Fe, NM**	Chase McFarland	ADA - Not Available	
	Keaton Maguire		Santa Fe, NM
	Ben Perich		
New York			
Amherst, NY	Frank Sesto	(224) 377-0925	1561 Niagara Falls Blvd.,
	Annmarie Romans		Amherst New York 14228
	Shy Farr		
	Chandler Farr		
Henrietta, NY	Saumil Dalal,	(585) 358-0049	100 Marketplace Dr., Suite # 120,
	Swati Gandhi		Henrietta, NY 14623
	Disha Patel		
North Carolina			
Apex, NC**	Tyler Low	ADA Not available	
			Apex, NC
Brier Creek, NC	Craig Church	(984) 201-1194	8531 Brier Creek Pkwy Ste 115,
	Josh Watson		Raleigh, NC 27617

	Brian Church		
	Corbin Linde & John Schefer		
Burlington, NC	Nathan Poindexter	(336) 278-1501	139 Huffman Mill Road, Unit No. 103
			Burlington, NC 27215
Chapel Hill, NC**	Craig Church	(984) 261-2222	133 W. Franklin St., Suite 150,
	Josh Watson		Chapel Hill, NC 27516
	Brian Church		
	Russ Church		
	Corbin Linde		
Charlotte, NC	Cole Hegerhorst	(704) 781-8111	7918A Rea Road
	Phil Smith		Charlotte, NC 28277
Concord, NC**	Cole Hegerhorst	(980) 825-7022	8915 Christenbury Parkway, Suite 20,
	Phil Smith		Concord NC, 28027
Concord Mills, NC	Cole Hegerhorst	(980) 825-7022	8915 Christenbury Parkway, Suite 20,
	Phil Smith		Concord NC, 28027
Cotswold, NC**	Cole Hegerhorst	(704) 444-0765	116 S Sharon Amity Rd.
	Phil Smith		Charlotte, NC 28211
Crossroads, NC**	Tyler Low	ADA Not available	Crossroads, NC
Fayetteville, NC**	Daron LeBlanc	ADA - Not Available	Fayetteville, NC
	Clay Johnson		
	John Harrison		
	Jennifer Fowler		
Garner, NC**	Craig Church	ADA - Not Available	
	Josh Watson		Garner, NC
	Brian Church		
	Russ Church		
	Corbin Linde		
Gastonia, NC	Cole Hegerhorst	(704) 228-1230	3125 E Franklin Blvd, Suite 105,
	Phil Smith		Gastonia, NC 28056

Greensboro, NC	Jamie Longville	(336) 316-6599	1218A Bridford Parkway Ste 27 Greensboro, NC 27407
Greenville, NC**	Daron LeBlanc Clay Johnson John Harrison Jennifer Fowler	ADA - Not Available	Greenville, NC
Hickory, NC**	Kirt Hinckley Jordan Tanner Lisa Tanner Patrick Tanner	(828) 202-1990	2321 US Highway 70 SE, site E Hickory NC 28602
	Ryan Coley		145 Grand Hill Pl
Holly Springs, NC**	Autumn Giefer Tyler Low	(919) 355-8909	Holly Springs NC 27540
Huntersville, NC	Cole Hegerhorst Phil Smith	(704) 274-3480	10109 Northcross center suites 130 & 140, Huntersville NC 28708
Jacksonville, NC**	Daron LeBlanc Clay Johnson John Harrison Jennifer Fowler	ADA - Not Available	Jacksonville, NC
Kernersville, NC**	James Longville	(336) 515-0062	1011 South Main Street, Unit A Kernersville, NC 27284
Knightdale, NC**	Craig Church Josh Watson Brian Church Russ Church Corbin Linde	ADA - Not Available	Knightdale, NC
Lawndale, NC**	Nathan Poindexter	(336) 298-2728	2629 Lawndale Dr. Greensboro, NC 27408
Matthews, NC	Tyler Hinckley Chris Burton Blake Lord	(980) 245-4663	2217 Matthews Township Pkwy Ste D Matthews, NC 28105

	Keith Woo		
	Gavin Rundell		
Midtown, NC**	Cole Hegerhorst	(980) 505-8558	337 S Kings Dr,
			Charlotte, NC 28204
Monroe, NC**	Cole Hegerhorst	ADA - Not Available	
	Phil Smith		Monroe, NC
Mooresville, NC**	Cole Hegerhorst	(919) 364-1100	
	Phil Smith		Mooresville, NC
Morrisville, NC	Craig Church	(919) 364-1100	1105 Market Center Dr. Suite 110
	Josh Watson		
	Todd Sorenson		
	Tyler Low		Morrisville, North Carolina
New Garden, NC**	Jamie Longville	ADA Not available	
			New Garden, NC
Northlake, NC**	Cole Hegerhorst	(980) 477-6222	9821 Northlake Centre Pkwy, Suite J,
	Phil Smith		Charlotte, NC 28216
Outer Banks, NC	David Bramwell	(252) 573-3366	5385 N Virginia Dare Trl, #4
	Susan Bramwell		Southern Shores, NC 27949
Raleigh, NC	Bekki Johnson	(919) 249-1333	2920 Sherman Oak Place Suite 100
	Rex Johnson		Raleigh NC 27609
	Michael Johnson		
Rock Hill, NC**	Cole Hegerhorst	ADA - Not Available	
	Phil Smith		Rock Hill, NC
Six Forks, NC**	Craig Church	(919) 561-5160	8815 Six Forks Rd,
	Josh Watson		
	Brian Church		
	Russ Church		
	Ryan Coley		
	Corbin Linde		
	Warren Osborn		8128 Renaissance Pkwy, #113
Southpoint NC	Lauren Call	(984) 666-1671	Durham, NC 27713

Steele Creek, NC**	Gregory Dee Alexander Teri Krivanek- Alexander	(803) 619-0191	13551 Steelecroft Parkway, Suite 120 Charlotte, NC 28278
Wake Forest, NC**	Craig Church Josh Watson Brian Church Russ Church Ryan Coley Corbin Linde	(919) 263-0584	2815 Rogers Rd, Ste. 101 Wake Forest NC 27587
Westgate, NC	Joshua Michael Petty	(828) 365-6543	5 Westgate Parkway #130, Asheville NC, 28806
Wilmington, NC	Christy Martschenko	(910) 679-6615	311 S College Road #110, Wilmington, NC 28403
Winston Salem, NC	Cole Hegerhorst Phil Smith	(336) 448-4794	1033 Hanes Mall Boulevard Winston-Salem, NC 27103
North Dakota			
Bismarck, ND	Gary Nunley Carey Lynn Nunley Dayton Nunley	(701) 557-3103	820 43rd NE Avenue, Bismarck North Dakota, 58503
Minot, ND	Gary Nunley Carey Lynn Nunley	(701) 441-7978	1024 24th Ave. SW., Minot, ND. 58701
West Fargo, ND	Gary Nunley Carey Lynn Nunley	(701) 997-3879	833 24th Ave. East, Suite J. West Fargo, ND. 58078
Ohio			
Avon, OH	Emily Hurst Andrea Tulett	(440) 517-1609	1813 Nagel Rd., Suite B, Avon, Ohio 44011
Beachwood, OH**	Katie Robertson Ian Robertson Michael Carlson Alyssa Schlegel	(216) 245-3691	24345 Chagrin Blvd #20 Beachwood OH, 44122
Beavercreek, OH**	Eric Stringham Kendra Stringham	(937) 343-4369	2260 G. North Fairfield Rd. Beavercreek, OH 45431
Canton, OH**	Erika Molina		6791 Strip Avenue NW

	Evelyn Satuala	(234) 262-0782	North Canton OH 44720
Mason, OH**	Jason Little Heather Little Andy Ashton Molly Ashton	(513) 445-4033	5873 Deerfield Blvd, Mason, OH 45040
Dayton, OH**	Eric Stringham Kendra Stringham	ADA - Not Available	Dayton, OH
Delaware, OH	Nathan Keith Dunford Emilie Dunford	(740) 206-8375	820 Sunbury Road, Unit 622, Delaware, OH 43015
Dublin, OH	Chad Barrett Tyson Barrett Braxton Peterson Spencer Hanks Stan Hanks	(614) 465-3888	6780 Perimeter Loop Road, Dublin OH, 43017
Easton , OH	David Arthur Thierlein Susan Leslie Thierlein	(380) 400-8085	4034 Morse Crossing, Columbus, Ohio 43219
Fairlawn, OH**	Katie Robertson Ian Robertson Michael Carlson Alyssa Schlegel	ADA- Not Available	Fairlawn, OH
Fairview Park, OH**	Nicole (Nikki) Bickerstaff John-Blair Bickerstaff	Not Available	Fairview Park, OH
Grove City, OH**	Casey Price	ADA - Not Available	Grove City, OH
Hilliard, OH	Casey Price	(380) 888-6055	5466 Westpointe Plaza Dr, Columbus OH 43228
Heath, OH	Casey Price	ADA - Not Available	Heath, OH
Huber Heights, OH**	Eric Stringham Kendra Stringham	ADA - Not Available	Huber Heights, OH
Lakewood, OH**	M. Landon Ball, Alex Ball, Stephen Maycock	(216) 200-5580	14210 Detroit Ave, Lakewood OH 44107
Mayfield, OH**	Emily Hurst		1241 SOM Center Rd

	Andrew Fonda Andrea Tulett	(440) 459-0209	Mayfield Heights, OH
Mentor, OH	Emily Hurst, Andrea Tulett Andrew Fonda	(440) 754-0601	9662 Mentor Avenue, Mentor, OH 44060
North Olmsted, OH**	Emily Hurst Nate Tulett Andrea Tulett	(440) 427-4078	25100 Brookpark Rd, North Olmsted, OH 44070
Oakley, OH	Jason Little Heather Little Molly Ashton Andy Ashton	(513) 580-7711	3321 Vandercar Way, Cincinnati, OH 45209
Parma, OH**	M. Landon Ball, Alex Ball, Stephen Maycock	Not Available	8647 W Ridgewood Dr, Parma OH, 44129
Polaris, OH**	Nathan Keith Dunford Emilie Dunford Aaron Dunford Jasmine Dunford Lori Dunford Laura Denum Robert Martin Carol Martin Keith Dunford	(614) 392-7540	1217 Polaris Pkwy Suite B , Columbus, OH 43240
Powell, OH**	Spencer Hanks Chad Barrett Tyson Barrett Braxton Peterson Stan Hanks	(380) 204-7770	9711 Sawmill Parkway Powell OH 43065
Reynoldsburg, OH**	Spencer Hanks Chad Barrett Tyson Barrett Braxton Peterson Stan Hanks	(380) 224-1400	2863 Taylor Road SW, Suite 9 Reynoldsburg OH, 43068

Ridge Park, OH**	M. Landon Ball, Alex Ball, Stephen Maycock	(440) 253-0310	4824 Ridge Rd Brooklyn OH 44144
Strongsville, OH**	Emily Hurst, Andrea Tulett Nate Tulett	(440) 638-1350	16734 Royalton Rd Strongsville OH 44136
Sylvania, OH**	Andrew Yeater	(567) 408-2899	6710 W. Central Ave., Suite 15, Toledo, OH 43617
Toledo NE, OH	Casey Price	ADA - Not Available	Toledo, OH
Upper Arlington, OH**	Spencer Hanks Chad Barrett Tyson Barrett	ADA - Not Available	Upper Arlington, OH
Washington Township , OH	Reggie Germany	(937) 350-1365	1530 SR 725 Dayton, Oh 45458
West Chester, OH**	Jason Little Heather Little Andy Ashton Molly Ashton	(513) 580-7711	7614 Voice of America Center Drive, West Chester, OH 45069
Westerville, OH**	Casey Price	(614) 392-7020	6330 E Dublin Granville Rd, Westerville, OH 43081
Oklahoma			
Broken Arrow, OK**	Patricia Kevern Laraine Nelson Skyler Kevern Andrew Nelson	(539) 600-2093	1340 east Hillside Drive Broken Arrow, OK 74012
Edmond, OK**	Jefferson Palmer Collin Roundy	(405) 726-1793	925 West I-35 Frontage Rd, Suite 132, Edmond, Oklahoma 73034
Midwest City, OK**	Jefferson Palmer Collin Roundy	ADA - Not Available	Midwest City, OK
Moore, OK	Jefferson Palmer CJ Roundy	(405) 300-0255	660 SW 19th St Suite E, Moore, OK 73160

Norman, OK**	Jefferson Palmer CJ Roundy	(405) 701-6692	1607 24th Ave NW, Norman, OK 73069
Oklahoma City, OK	Jefferson Palmer CJ Roundy	(405) 463-1802	13004 N Pennsylvania Ave. Oklahoma City, OK 73120
Owasso, OK**	Patricia Kevern Laraine Nelson Skyler Kevern Andrew Nelson	ADA - Not Available	Owasso, OK
Tulsa Hills, OK**	Patricia Kevern Laraine Nelson Skyler Kevern Andrew Nelson	(918) 417-6906	7336 South Olympia Avenue D-30 Tulsa OK, 74132
Yukon, OK**	Jefferson Palmer CJ Roundy	ADA - Not Available	Yukon, OK
Oregon			
Albany, OR**	Jerre Tews Austin Tews Shannon Tews Karina Jean Tews	(541) 248-1218	2500 Santiam Highway SE, Albany, OR 97322
Beaverton, OR	Aaron Wagner & Mike Mains	(503) 985-6934	2725 SW Cedar Hills Blvd STE 122 Beaverton, OR 97005
Bend, OR**	Jerre Tews Austin Tews Shannon Tews Karina Jean Tews	(541) 316-5345	63455 North Highway 97, Suite 56 Bend OR 97703
Cascade Station, OR**	Max Rompa Michael Rompa Judith Rompa	(971) 380-4334	9721 NE Cascades Parkway, Suite S-5D0, Portland, OR 97220
Clackamas, OR	Colin Larsen Tim Smith	(503) 583-8500	8946 SE Sunnyside Rd Clackamas, OR 97015
Corvallis, OR	Jerre Tews Austin Tews	(541) 286-6611	1705 NW 9th St, Corvallis, OR 97330

	Shannon Tews		
	Karina Jean Tews		
Eugene, OR	Jerre Tews	(541) 246-6565	207 Coburg Rd
	Austin Tews		Eugene Ste. 107, OR 97401
	Shannon Tews		
	Karina Jean Tews		
Hillsboro, OR	Aaron Wagner	(971) 268-7058	2559 SE Tualatin Valley Hwy,
			Hillsboro, OR 97123
Lake Oswego, OR	Aaron Wagner	(503) 673-1667	4835 MEADOWS RD, SUITE 141
			LAKE OSWEGO, OR 97035
Medford, OR	Kent Anderson	(541) 292-5653	1250 Biddle Rd. Suite H
	Dan Anderson		Medford, OR 97504
Progress Ridge, OR	JP Perfili	(971) 317-9412	14900 SW Barrows Road Beaverton
	Stephanie Perfili		Oregon 97007 Space 104
Roseburg, OR	Jerre Tews	(541) 671-5512	1500 NW Mulholland Drive, Ste 105,
	Austin Tews		Roseburg, OR 97470
	Shannon Tews		
	Karina Jean Tews		
Salem, OR	Matthew Dallmann	(503) 877-1502	717 Lancaster Dr. NE
			Salem, OR 97301
Sherwood, OR	JP Perfili	(971) 979-0001	21260 SW Langer Farms Parkway, Suite 110,
	Stephanie Perfili		Sherwood, OR 97140
Tanasbourne, OR	Aaron Wagner	(971) 220-8199	2251 NW 185th Ave,
			Hillsboro OR 97124
Wilsonville, OR	JP Perfili	(971) 364-0006	8249 SW Wilsonville Road, Suite B
	Stephanie Perfili		Wilsonville, OR 97070
Pennsylvania			
Allentown, PA**	Mark Sullivan	(484) 240-1090	1824 Airport Road,
	April Sullivan		Allentown PA 18109
Bensalem, PA	Densie Daniel		200 Rock Hill Dr

	Daniel Daniel	(267) 563-8017	Bensalem PA 19020
Broadcasting Square, PA**	Mark Sullivan		2779 Papermill Road
	April Sullivan	(484) 258-1102	Reading PA 19610
Broomall, PA**	Tobias Harris	(484) 451-8411	1991 Sproul Rd. Unit 42B
	Charles Terry		Broomall, PA 19008
Cranberry Township, PA**	Melinda Shaha	(878) 252-2200	1691 Route 228 Suite E,
	Jacob E. Shaha		Cranberry Township, Pennsylvania 16066
	James S. Shaha		
	Erin Shaha		
Exton, PA**	Chris Hummer	(484) 876-1166	126 Woodcutter St., Suite 100,
	Natalya Hummer		Exton PA 19341
Glenn Mills, PA**	Kyler Roney	ADA - Not Available	
			Glenn Mills, PA
Harrisburg, PA**	Samuel Yarbrough	ADA - Not Available	
	Penelope Yarbrough		Harrisburg, PA
	Jeffrey Yarbrough		
Homestead , PA**	Cambria Zebley	ADA - Not Available	
	Darren Haddock		Homestead, PA
	Chris Hummer		1595 The Fairway, Jenkintown PA 19046
	Natalya Hummer		
Jenkintown, PA	Sam Shoja	(267) 536-5131	
Lancaster, PA**	Samuel Yarbrough	ADA - Not Available	
	Penelope Yarbrough		Lancaster, PA
	Jeffrey Yarbrough		
Main Line, PA	Tobias Harris	(484) 297-2214	50 E Wynnewood Road
	Charles Terry		Wynnewood Pennsylvania, 19096
McCandless, PA**	Cambria Zebley	Not Available	6296 Northway Mall Dr Pittsburgh PA 15237
	Darren Haddock		

Mechanicsburg, PA**	Samuel Yarbrough Penelope Yarbrough Jeffrey Yarbrough	(717) 516-0777	6416 Carlisle Pike #1400, Mechanicsburg, PA 17050
Monroeville, PA**	Cambria Zebley Darren Haddock	(412) 357-8845	4158 William Penn HWY Monroeville PA 15146
Newtown, PA**	Densie Daniel Daniel Daniel	(267) 753-0129	2829 South Eagle Rd. Newtown, PA 18940
Newtown Square, PA**	Chris Hummer Natalya Hummer Sam Shoja	(484) 420-7069	3741 West Chester Pike, Newtown Square PA 19073
Northampton Crossings, PA**	Mark Sullivan April Sullivan	(484) 292-4032	3712-3 Nazareth Rd, Easton, PA 18045
North Huntingdon, PA**	Mark Ornowski Tammy Ornowski	(412) 763-0942	648 Mills Drive, North Huntingdon, PA 15642
Oaks, PA**	Bobby Nelson John Williams James Axtell & Amy Stohlman	(484) 996-1333	1570 Egypt Road, Suite 110, Phoenixville, PA 19460
Philadelphia, PA**	Kyler Roney	ADA - Not Available	Philadelphia, PA
Pottstown, PA**	Bobby Nelson John Williams James Axtell	ADA - Not Available	Pottstown, PA, PA
Robinson, PA**	Melinda Shaha Jacob E. Shaha James S. Shaha Erin Shaha	(724) 213-2047	306 McHolme Dr., Pittsburgh, PA 15275
Royersford, PA**	Bobby Nelson John Williams James Axtell	ADA - Not Available	Royersford, PA
South Hills, PA**	Melinda Shaha Jacob E. Shaha James S. Shaha Erin Shaha	ADA - Not Available	South Hills, PA

State College, PA**	Adam Coughran Gregory Norton	(814) 826-3699	19 Colonnade Way, State College, PA 16803
Warrington, PA**	Densie Daniel Daniel Daniel	(267) 328-4931	425 Easton Road Warrington PA 18976
Washington , PA**	Jadon & Megan Niederhauser (Blue) Nathan Elam	ADA - Not Available	 Washington , PA
Wayne, PA**	Tobias Harris Charles Terry	(484) 393-2525	125 E Swedesford Road, Unit 297 Wayne Pennsylvania, 19087
Williamsport, PA**	Adam Coughran Gregory Norton	(570) 666-1120	1875 East Third Street, Williamsport, PA 17701 Unit 22
York , PA**	Andrea Curtis Darin Curtis	Not Available	810 Town Center Dr, York, PA 17408
York South, PA**	Andrea Curtis Darin Curtis	ADA - Not Available	 York South, PA
South Carolina			
Anderson, SC**	Jack Eric Colker Sharon Bickus Colker	(864) 375-4587	3501 Clemson Blvd, Suite 10, Anderson, Sc 29621
Easley, SC**	Paul Gallucci	(864) 523-4488	225 Rolling Hills Circle, Suite C Easley, SC 29640
Greenville, SC	Paul Gallucci Mark Gallucci	(864) 881-2250	1118-B Woodruff Road, Greenville, SC 29607
Greer, SC**	Paul Gallucci	ADA - Not available	 Greer, SC
Indian Land, SC**	Cole Hegerhorst Phil Smith	(803) 232-9839	7756 Charlotte Hwy #102, Indian Land, SC 29707
Irmo, SC	Zach Hosman Mikayla Hosman	(803) 756-3632	7467 St Andrews Rd, Irmo, SC 29063 Unit 7
Lexington, SC	Tyler Hinckley Blake Lord Keith Woo Gavin Rundell	(803) 756-3294	5135 Sunset Blvd. Lexington SC 29072

	Christopher Burton		
Mt Pleasant, SC	Steven Pittson Sandra Pittson Sarah Robinson Justin Robinson	(843) 284-7192	1500 N Highway 17, Mt Pleasant SC 29464
Myrtle Beach, SC	Jeanni V Jones Heather A Nelson Walter Kent Bass	(843) 582-0333	106 Sayebrook Pkwy Suite 5, Myrtle Beach, SC, 29588
Simpsonville, SC**	Paul Gallucci Mark Gallucci	(864) 881-2684	702 Fairview Rd. Suite 103 Simpsonville, SC 29680
Spartanburg, SC**	Paul Gallucci	(864) 485-9339	117 E. Blackstock Rd., Suite C Spartanburg, SC 29301
Summerville, SC	Steven Pittson Sandra Pittson Sarah Robinson Justin Robinson	(843) 900-0622	214 Azalea Square Blvd, Summerville, SC 29483
Tega Cay, SC	Cole Hegerhorst Phil Smith	(803) 402-4626	2435 Hwy 160, Suite 108, Tega Cay SC 29708
South Dakota			
Rapid City, SD	Brock Stokes Heather Berry	(605) 291-4040	1745 Eglin St, Suite 440 Rapid City, South Dakota 57701
Dawley Farms, SD**	Brock Stokes Heather Berry	(605) 291-4040	820 South Highline Place, Sioux Falls, SD 57110
41st Street, SD	Brock Stokes Heather Berry	(605) 305-4018	4027 W 41st St, Sioux Falls, SD 57106
Tennessee			
Antioch, TN**	Michael Crawley	ADA - Not Available	Antioch, TN
Bartlett, TN**	Greg Peterson David Watson Sam Hiatt Roger Hiatt	ADA - Not Available	Bartlett, TN

Bellevue, TN**	Michael Crawley	(615) 236-6918	8068 Highway 100 Nashville, TN 37221
Brentwood, TN	David Watson Roger Hiatt Greg Peterson Samual Hiatt	(615) 267-3161	18 Cadillac Drive, Suite 4, Brentwood, Tennessee 37027
Chattanooga, TN	Jim Ward Celeste Ward	(423) 225-6001	8021 East Brainerd Road, suite 103 Chattanooga, TN 37421
Clarksville, TN**	Cole T Pendleton Todd Byington	(931) 378-8168	2300 Wilma Rudolph Blvd Clarksville TN 37042
Cleveland, TN	Jim Ward Celeste Ward	(423) 244-0430	615 Paul Huff Parkway, Suite 106, Cleveland TN 37312
Clinton Hwy, TN**	Thomas Getz Grant Getz	(865) 512-6162	6672 Clinton Hwy, Knoxville TN 37912
	Ron Fausnaught, Amy Fausnaught,		539 Cool Springs Blvd Ste 110-A Franklin, TN 37067
	Austin S Fausnaught,		
	D Talon Fausnaught		
	A Bryce Fausnaught		
	Tallie J Hulme		
Franklin, TN	T Maverick Fausnaught	(615) 422-7722	
Germantown, TN	David Watson Roger Hiatt Greg Peterson Samual Hiatt	(901) 468-4076	7615 West Farmington Boulevard, Suite 22, Germantown, Tennessee 38138
Hendersonville, TN	Waler Ronald Fausnaught, Jr Amy Louise Fausnaught Matthew F Laker Heather Laker	(615) 912-9009	280 Indian Lake Blvd Ste 110, Hendersonville, TN 37075

Hermitage, TN	Christina Berry David Berry	(615) 475-5005	5570 Old Hickory Blvd, Suite 104, Hermitage, TN 37076
Hixson, TN	Jim Ward Celeste Ward	(423) 243-0209	5513 Highway 153, Hixson, TN 37343
Jackson, TN	Christopher David Weaver Alison Sawyers Weaver	(731) 298-0910	1319 Union University Drive, Unit E, Jackson, TN 38305
Johnson City, TN	Jason Baker Autumn Baker	(423) 302-0927	1914 N Roan St, Johnson City, TN 37601, USA
East Memphis, TN	David Watson Roger Hiatt Greg Peterson Samual Hiatt	(901) 410 - 1950	705 South Mendenhall Road Memphis TN 38117
Hillsboro Village, TN	Michael Crawley	(615) 422-7774	1720 21st Avenue S, Nashville, TN 37212
Murfressboro, TN	Ron Fausnaught, Amy Fausnaught,		2839 Medical Center Parkway Murfreesboro, Tennessee 37129
	D Talon Fausnaught		
	A Bryce Fausnaught		
	Tallie J Hulme		
	Austin S Fausnaught		
	T Maverick Fausnaught	(615) 551-2160	
Nashville West, TN**	Michael Crawley Candyce Crawley	(629) 236-2123	6706 Charlotte Pike Ste C Nashville TN, 37209
Powell, TN**	Thomas Getz Grant Getz	ADA - Not available	 Knoxville, TN
Smyrna, TN	Cole T Pendleton Todd Byington	(615) 625-2447	817 Industrial Blvd SPC #900 Smyrna Tennessee, 37167
Spring Hill, TN**	Cole T Pendleton Todd Byington	(931) 674-1199	4935 Main St STE 9, Spring Hill, TN 37174
Turkey Creek, TN**	Thomas Getz	Not available	11055 Parkside Dr,

	Grant Getz		Knoxville, TN 37934
Texas			
7th Street, TX	Aaron Wagner & Mike Mains	(682) 285-2798	2300 W 7th Street Fort Worth, TX 76107
Abilene, TX**	Samantha Ortiz Edward Ortiz Edgar Ortiz	(325) 244-7687	3550 S Clack St Abilene, Texas 79606
Addison, TX	Lisa Dean Bryce Dean	(469) 825-3974	14891 Preston Rd, Ste. 100, Dallas TX 75254
Alamo Ranch, TX**	Jerre Tews Shannon Tews Connor Tews Paige Tews	(830) 346-1314	5531 W Loop 1604 N San Antonio TX 78253
Aliana, TX	Ted T. Lin Wilson A. Almonte Erika Charriez	(346) 322-1096	10445 West Grand Parkway South, Suite 130, Richmond, Texas 77407
Allen, TX	Kendall Hulet Dan Lawyer Kirby Fausnaught Adam Burnham	(469) 290-5993	845A W Stacy Road, Suite 140 Allen, TX, 75013
Alon , TX**	Jerre Tews Shannon Tews Connor Tews Paige Tews	(209) 229-2083	10003 NW Military Hwy, Suite 3109, San Antonio, TX 78230
Amarillo , TX**	Rob Higginson Pam Higginson John Brooksby Stefanie Brooksby	(806) 223-0332	3562 S Soncy Rd, Ste # 341 Amarillo, TX 79119
Arlington South, TX**	Beau Shaner Steven Sillitoe Cheryl Sillitoe Jamie Shaner	ADA - Not Available	Arlington South, TX

Austin Arboretum TX	John Schefer	ADA - Not Available	Austin Arboretum, TX
Baytownt, TX	Priscilla Packard Healy Jonathan Wayne Healy	ADA - Not Available	Baytown, TX
Beaumont, TX	Priscilla Packard Healy Jonathan Wayne Healy	(409) 240-0023	4036 Dowlen Road, Ste. A, Beaumont, Texas 77706
Bee Cave, TX	Jace Mattinson Houston Erbstoesser	(737) 260-3030	NWQ Hwy 71 & Ranch Road 620, Bee Cave, Texas 78738
Bellaire, TX	Raja Nasir	(281) 937-2100	5103 Bellaire Blvd ste 140 Bellaire, TX 77401
Brownsville, TX**	Jose Luis Figueroa Gavin Navarro Monty Beisel Michael Gooch Stefan Gooch Christopher Gooch	(956) 374-4596	4345 N Exp 77/83 Suite D-200, Brownsville, Texas 78520
Bulverde , TX**	Jerre Tews Shannon Tews Connor Tews Paige Tews	(210) 435-9227	17910 Bulverde Rd #101, San Antonio TX 78259
Burleson, TX**	Amber Bradshaw Morgan Bradshaw Jordan Phillips	(682) 200-3423	140 Northwest John Jones Drive, #108 Burleson, Texas 76028
Cedar Hills , TX**	Ben West Bryce Cranmer Mike West	(469) 780-2725	428 E FM 1382 Suite C, Cedar Hill TX 75104
Cedar Park, TX	John Schefer, Jennifer Schefer Madison Schefer	(512) 337-2914	1335 E Whitestone Blvd Suite H4B, Cedar Park, TX 78613
Central Plano, TX	Mark A. Guymon Noah T. Guymon	Not Available	Central Plano, TX
Champions TX**	Mark Sapp		8675 Spring Cypress Rd,

	Amy Sapp	(281) 631-5819	Spring, TX 77379
Chisholm Trail, TX	Katherine Tinsmith William Tinsmith	(682) 207-3697	9613 Ten Gallon Drive, Fort Worth TX 76123
Cinco Ranch, TX	Kendall Hulet Dan Lawyer Chad Larsen Kirby Fausnaught Brian Hansen Robbie Farr	(281) 937-4101	23730 Ste. J Westheimer Parkway Katy, TX 77494
City View, TX**	Katherine Tinsmith Will Tinsmith Ronnda Causey Bryan Causey	(682) 348-4729	4849 Bryant Irvin Rd Fort Worth, TX 76132
College Station, TX**	Paul Aloise Murski Brenda Sue Murski	(682) 207-3697	11655 FM 2154 Suite 150, College Station Texas 77845
Conroe, TX	Amy Sapp Mark Sapp	(936) 249-2061	351 S Loop 336 W, Conroe, TX 77304
Cypress, TX	Joe Durfey Michayla Hartshorn	(281) 694-4220	28610 US-290 Suite F-15 Cypress, Texas 77433
East Chase, TX**	Beau Shaner Steven Sillitoe Cheryl Sillitoe Jamie Shaner	ADA - Not Available	East Chase, TX
Eastlake, TX	David Howell Shaun Marsh Jon Howell	(915) 229-4411	13391 Gateway Blvd W Suite 505, El Paso, Texas 79928
Euless, TX**	Beau & Jamie Shaner Steven Sillitoe Cheryl Sillitoe Gary Andersen	(682) 503-1284	3001 TX-121 #278, Euless, TX 76039
Flower Mound, TX	Jacob Finlinson Kurt Montgomery	(469) 240-1038	2550 Cross Timbers Road, Flower Mound, TX 75028

Forney, TX	Mark A. Guymon Noah T. Guymon	Not Available	Forney, TX
Four Points, TX	Jace Mattinson Houston Erbstoesser	(737) 219-8427	7900 N FM 620 Austin Texas, 79726
Frisco, TX	Kendall Hulet Adam Burnham Jessica Burnham	(469) 592-6335	New Legacy Drive and Eldorado Parkway Frisco Texas, 75034
Garland, TX	Desmond Jimerson Tina Jimerson	(469) 750-0748	5345 N Garland Avenue, Ste. 310 Garland, TX 75040
Georgetown, TX	Jace Mattinson Houston Erbstoesser	(512) 630-0363	1013 W University Ave, Unit 130, Georgetown, TX 78628
Grand Prairie, TX	Beau Shaner Steven Sillitoe Cheryl Sillitoe Jamie Shaner	(682) 777-4658	5248 S State Hwy 360, Grand Prairie, TX 75052
Hudson Oaks, TX**	Katherine Tinsmith Will Tinsmith Ronnda Causey Bryan Causey	(682) 294-1834	2970 Fort Worth Highway, Suite 200, Hudson Oaks, Texas 76087
Humble, TX	Dan Stansel Angela Stansel	(281) 937-2255	7072 FM 1960 East #3 Humble Texas 77346
Irving, TX	Rebecca Taylor Quincey Taylor Nathan Taylor Tim Taylor Sarah Sheffield Clark Sheffield	(469) 482-9013	7707 N MacArthur Blvd Suite #140, Irving, TX 75063
Killeen, TX	Michael Lee Hal Shelisa Andrea Schroeppel	(254) 698-1560	201 E Central Texas Expressway, Suite 1340, Harker Heights, TX 76548
Lake Highlands, TX	Lisa Dean		6186 Retail Rd. Suite 110

	Bryce Dean	(469) 342-1499	Dallas, TX 75231
La Palmera, TX**	Rushabh Bhakta	(361) 239-2165	4938 S Staples St, Suite D14,
	Shivani Bhakta		Corpus Christi, TX 78411
League City, TX**	Daniel Stansel	(281) 916-0043	1620 FM646 F
	Angela Stansel		League City, TX 77573
Lewisville, TX**	Jacob Finlinson	(972) 662-8868	4770 TX-121 Suite 150
	Kurt Montgomery		Lewisville TX, 75056
Lubbock, TX	Stefanie Brooksby	(806) 318-2444	6076 Marsha Sharp Freeway #450
	Robert Higginson		Lubbock, TX 79407
Longview, TX	Lindsey A Holt	(430) 215-3144	3098 N Eastman Rd.
	Ricky J Holt		Longview TX 75605
Magnolia, TX	Lea Danielle Hutchins	(281) 789-8372	33020 FM 2978 #521
			Magnolia TX 77355
Mansfield, TX**	Beau Shaner	(817) 779-4775	1530 E. Debbie Ln. #128
	Steven Sillitoe		Mansfield, TX 76063
	Cheryl Sillitoe		
	Jamie Shaner		
McAllen, TX**	Jose Luis Figueroa	(956) 316-6854	7600 N 10th St
	Gavin Navarro		McAllen, TX 78504
	Monty Beisel		
	Mickey Gooch		
	Stefan Gooch		
	Christopher Gooch		
McKinney, TX	Adam Burnham	(469) 715-5983	3194 University Dr Suite #200,
	Jessica Burnham		McKinney, TX 75071
Memorial, TX	Robert Hartshorn	(281) 616-7174	9774 Katy Freeway Ste. 400
	Joseph Durfey		Houston, TX 77055
Mesquite, TX	Desmond Jimerson	(469) 290-2965	1515 N Town East Blvd, Suite 110
	Tina Jimerson		Mesquite Tx, 75150
Midland, TX**	Chasen Tolbert	(432) 237-0380	4400 Midland Dr. Suite 501,
	Jordan Sorensen		Midland TX 79707
Mission , TX**	Jose Luis Figueroa		2505 E. Exp. 83 Ste 400,

	Gavin Navarro	(956) 997-5260	Mission, Texas 78572
	Monty Beisel		
	Mickey Gooch		
	Stefan Gooch		
	Christopher Gooch		
New Braunfels , TX**	Jerre Tews	ADA - Not Available	
	Shannon Tews		New Braunfels , TX
	Connor Tews		
	Paige Tews		
North Richland Hills , TX**	Katherine Tinsmith	(682) 593-1041	8183 Precinct Line Rd,
	Will Tinsmith		North Richland Hills, TX 76182
	Ronnda Causey		
	Bryan Causey		
Oak Forest, TX**	Raja Nasir	(281) 925-7264	1214 W. 43rd St. ste 400
			Houston TX 77018
Odessa, TX**	Chasen Tolbert	(432) 248-0116	4925 E 42nd Street, Suite C,
	Jordan Sorensen		Odessa, TX 79762
Pasadena, TX	Dan Stansel	(832) 553 0015	5765 Fairmont Parkway suite 100
	Angela Stansel		Pasadena Texas 77505
Pearland, TX**	Dan Stansel	(281) 549-1960	11041 Shadow Creeek Parkway,
	Angela Stansel		Pearland, Texas 77584
Pearland Parkway, TX	Chad Larson	(281) 816-9550	2550 Pearland Parkway, Suite 150,
	Kendall Hulet		Pearland, Texas 77581
	Kirby Fausnaught		
	Brian Hansen		
	Robbie Farr		
Pebble Hills, TX**	David Howell	(915) 455-0583	14011 Pebble Hills Suite 107,
	Shaun Marsh		El Paso, Texas 79938
	Jon Howell		
Pflugerville, TX	John Schefer	(512) 649-4770	18817 Limestone Commercial Drive,

			Pflugerville, TX 78660
Plano, TX	Aaron Wagner Luis Clinton	(469) 200-6537	6100 W Park Blvd Suite 150, Plano, TX 75093
Port Arthur, TX**	Priscilla Packard Healy Jonathan Wayne Healy	ADA - Not Available	 Port Arthur, TX
Rayzor Ranch, TX	Jake Finlinson Kurt Montgomery	(940) 331-0577	2907 W University Dr Denton TX, 76201
River Oaks, TX**	Raja Nasir	(281) 886-8856	2036 Westheimer Ste B, Houston, Texas 77098
Rockwall, TX	Desmond Jimerson Tina Jimerson	(469) 264-5180	951 E I-30 Suite 105 Rockwall Texas 75087
Round Rock, TX**	John Schefer	ADA - Not Available	 Round Rock, TX
Rowlett, TX**	Desmond Jimerson Tina Jimerson	ADA - Not Available	 Rowlett, TX
San Angelo, TX	Samantha Ortiz Edward Ortiz	(325) 939-8261	5651 Sherwood Way Suite 107, San Angelo, TX 76904
San Antonio, TX	Michelle Russell Regan Russell William Douglas Horne	(210) 741-6193	11619 Bandera Rd, Suite 103 San Antonio TX 78250
San Marcos, TX	Jace Mattinson Houston Erbstoesser	(737) 248-1870	651 Barnes Dr. San Marcos TX, 78666
Shenandoah, TX	Robert Hartshorn Joseph Durfey	ADA - Not Available	 Shenandoah, TX
Sherman, TX	Mark A. Guymon Noah T. Guymon	(903) 375-9990	4114 N. Hwy 75, Suite 300 Sherman TX 75090
South San Antonio, TX**	Chasen Tolbert Jordan Sorensen	ADA - Not available	 South San Antonio, TX
South Lake, TX	Aaron Wagner & Mike Mains	(817) 601-8162	1516 E Southlake Blvd Southlake, TX 76092
South Park Meadows, TX	John Schefer Kevin Wright	(512) 649-4555	9600 Interstate 35 South, Suite 31, Austin, TX 78748

	Jordan Hall		
	Madison Hill		
	David Wright		
South Rim, TX	Jerre Tews	(726) 202-2147	5311 N. Loop 1604 W.,
	Shannon Tews		San Antonio, TX 78249
	Connor Tews		
	Paige Tews, Jaxon Gerald Tews		
Spring, TX**	Chad Larson, Robbie Farr	(346) 298-0326	20614 I-45,
	Kendall Hulet, Brian Hansen		Spring, TX 77373
	Dan Lawyer, Kirby Fausnaught,		
Stafford, TX	Chad Larson	ADA -Not Available	
	Kendall Hulet		Stafford, TX
	Kirby Fausnaught		
	Brian Hansen		
	Robbie Farr		
Stone Oak, TX	Michelle Russell	(210) 864-0757	20821 US HWY, Suite 19
	Regan Russell		San Antonio TX, 78258
	William Douglas Horne		
Sugar Land, TX**	Robert Hartshorn	ADA - Not Available	
	Joseph Durfey		Sugar Land, TX
Sunset Valley, TX	John Schefer	(512) 649-4488	5207 Brodie Lane unit #110,
	Kevin Wright		Austin, TX 78745
	Stacy Hall		
Tehama Ridge Parkway, TX	Charina Toste	(682) 514-9970	9017 Tehama Ridge,
	Clinton Burch		Fort Worth, TX 76177
Temple, TX	Michael Lee Hall	(254) 677-7474	6768 W. Adams Ave,
	Jeffrey Eldon Marshall		Temple, Tx 76502
	Dane Addison Tribett		
Towne Crossing, TX	Jake Finlinson	(940) 220-8054	1719 S Loop 288 Rd, A104
	Kurt Montgomery		Denton TX 76205
Towne Lake, TX	Robert Hartshorn	(346) 278-2112	9915 Barker Cypress Rd. Ste. 155

	Joe Durfey		Cypress, TX 77433
Tyler, TX	Lindsey A Holt	(430) 201-6110	8982 S Broadway Ave Suite #110
	Ricky J Holt		Tyler, TX 75703
Victoria, TX**	Chasen Tolbert	ADA - Not available	
	Jordan Sorensen		Victoria, TX
Waco, TX**	Alexis Thomson	(254) 265-7278	2400 W loop 340 #10,
	Suzanne Hansen		Waco TX 76711
Waxahachie, TX	Bryce Cranmer	(469) 527-9235	1620 N Hwy 77 Suite #400,
	Ben West		Waxahachie, TX 75165
	Michael West		
Weslaco, TX**	Jose Luis Figueroa		915 E IH 2 Ste 600,
	Gavin Navarro		Weslaco, Texas 78596
	Monty Beisel		
	Mickey Gooch		
	Stefan Gooch		
	Christopher Gooch	(956) 332-1053	
Westheimer, TX	Chad Larson	ADA -Not Available	
	Kendall Hulet		Westheimer, TX
	Kirby Fausnaught		
	Brian Hansen		
	Robbie Farr		
Westover Village, TX**	Amber Bradshaw		677 Sherry Lane
	Morgan Bradshaw		Fort Worth TX 76116
	Jordan Phillips	(682) 348-5850	
West Towne, TX**	David Howell	(915) 642-7023	6450 Desert Blvd. North, Building E, Suite 103,
	Shaun Marsh		El Paso, TX 79912

	Jon Howell		
Wichita Falls, TX	Ryan Diller Ashley Diller Kimberly Harms Robert Harms	(940) 249-5943	3201 Lawrence Rd, Suite 530, Wichita Falls, TX 76308
Wylie, TX	Mark A. Guymon Noah T. Guymon	(469) 440-9004	809 Woodbridge Parkway, Suite 400, Wylie, TX 75098
Yale, TX	Raja Nasir	(832) 696-0105	174 Yale St, Houston, TX 77007
Utah			
American Fork, UT	Gavin Rundell Coree Rundell Chris Burton	(801) 609-1992	586 N 900 W American Fork, Utah 84003
Bountiful, UT	Lance Hemsley Laurie Hemsley	(385) 399-9899	463 S Main Street Bountiful, Utah 84010
Brigham City, UT	Channing Hemsley Lance Hemsley Laurie Hemsley Britney Hemsley	(435) 339-0101	725 W 1200 S Unit B, Brigham City, UT 84302
Cedar City, UT	Brett Ward Loralee Barrow	(435) 383-2400	1233 Sage Drive Cedar City, Utah 84720
Centerville, UT	Lance Hemsley Laurie Hemsley	(385) 200-2179	356 Market Place Dr, Centerville, UT 84014
Cottonwood Heights, UT	Spencer Hanks	(385) 246-1004	1844 Fort Union Blvd Cottonwood Heights, Utah 84121
Draper, UT	Craig Collette Lorna Collette	(385) 237-1430	1223 Draper Parkway Draper, Utah 84020
Desert Book (City Creek) UT	J. Scott Humphrey	(801) 328-8191	45 West South Temple Street SLC, Utah 84101
Heber, UT	Clinton Page Shanna Page	(435) 709-2623	75 W 1000 S, #500 Heber City, 84032
Layton, UT	Chandler Farr Shy Farr	(801) 252-5991	448 W. Antelope Dr Layton, Utah 84041

Lehi, UT	Aaron Wagner	(801) 823-1272	1820 W. Traverse Parkway Lehi, Utah 84043
Lindon, UT	Gavin Rundell Coree Rundell Chris Burton	(801) 609-1960	677 N State Street Lindon, Utah 84042
Logan, UT	Lance Hemsley Laurie Hemsley	(435) 363-9997	1309 N Main St. Logan UT 84341
Logan South, UT	Lance Hemsley Laurie Hemsley	(435) 932-0305	981 South Main Suite 180 Logan UT 84321
North Ogden, UT	Blake Parrish	(385) 205-8046	2566 North 400 East North Ogden, 84414
Ogden, UT	Blake Parrish Jill Parrish	(801) 695-4054	809 West Riverdale Road Ste. E Riverdale, UT 84405
Payson, UT	Kirby Fausnaught Kendall Hulet Dan Lawyer Brian Hansen Robbie Farr	(385) 404-0158	855 Turf Farm Rd Suite G Payson UT 84651
Provo, UT	John Schefer Jen Schefer	(801) 823-1544	152 W 1230 N St Provo, Utah 84604
Riverton, UT	Spencer Hanks	(801) 747-9970	2778 West 12600 South Riverton, Utah 84065
Saint George, UT	Brett Ward Loralee Barrow	(435) 359-2119	2654 Red Cliffs Drive, St George, Utah 84790
Saint George Bluff, UT	Ronnie Ward Loralee Barrow Jodell Rupp	(435) 272-4238	1333 South Hilton Drive, Unit 307 Saint George UT 84790
Salt Lake City, UT	Spencer Hanks	(385) 501-1777	675 East 2100 South Salt Lake City, Utah 84105
Saratoga Springs, UT	Brooke Jackson Lori Castangnetto Bryce Castangnetto	(801) 823-1630	24 Pioneer Crossing Saratoga Springs, Utah 84045
Spanish Fork, UT	Kendall Hulet		330 North Main Street

	Dan Lawyer	(385) 448-1137	Spanish Fork, Utah 84660
	Brian Hansen		
	Robbie Farr		
	Kirby Fausnaught		
Springville, UT	Kirby Fausnaught	(385) 327-0308	1129 W 400 S
	Kendall Hulet		Springville, UT 84663
	Dan Lawyer		
	Brian Hansen		
	Robbie Farr		
Tooele, UT	Bradley Winegar	(435) 728-2025	1351 N. Main ST
	Bree Winegar		Tooele, UT, 84074
Washington Blvd, UT	Blake Parrish	(385) 205-8046	2566 North 400 East North Ogden, 84414
	Jill Parrish		
West Jordan, UT	Spencer Hanks	(385) 434-3777	7626 Campus View Dr #130
			West Jordan, UT 84084
West Valley, UT	Spencer Hanks	(385) 388-8325	3515 West 3500 South
			West Valley City, UT 84119
Vermont			
South Burlington VT**	James Maguire	Not Available	
	Jeff Maquire		South Burlington VT
	Steve Menzel		
Virginia			
Alexandria,VA**	Brigg Bunker	ADA - Not Available	
	Melanie Bunker		Alexandria,VA
Arlington,VA**	Brigg Bunker	ADA - Not Available	
	Melanie Bunker		Arlington,VA
Ashburn, VA	Joel Frary	(571) 491-4084	44110 Ashburn Village Blvd #180
	Ardene Frary		Ashburn, VA 20147
	John Frary		
	Laura Rowley		
	Adam Frary		
	Nanette Kidby		
	Ryan Frary		

	Alisha Huddleston		
Bon Air, VA	Jared Pelo	(804) 302-0162	2003 Huguenot Rd Suite 104
	Brad Pelo		Richmond, VA 23235
	Mychael-Ann Pelo		
	Dixie Fentriss		
Bristow, VA	Allison Bohls	(571) 358-8925	9942 Sowder Village Square,
	Camille Fairbanks		Manassas, VA 20109
Carytown, VA**	Christopher Brad Cook	ADA - Not Available	
			Richmond, VA
Chantilly , VA**	Allison Bohls	(571) 353-3365	14337 Newbrook Dr, Suite #503,
	Camille Fairbanks		Chantilly, VA 20151
Charlottesville,VA**	Robert Gale Allred	(434) 481-5088	121 Community St #27,
	Rachel Marie Allred		Charlottesville, VA 22911
Chesapeake, VA**	Richie Webb	ADA - Not Available	
	Kurt Webb		Chesapeake, VA
	Ryan Webb		
	Erick Wills		
Colonial Heights, VA	Christopher Brad Cook	(385) 388-8325	707 South Park BLVD. Suit 4
			Colonial Heights Virginia 23834
Fairfax, VA**	Mo Wolthuis	(571) 307-6221	12707 Shoppes Ln
	Dovy Paukstys		Fairfax VA 22033
	Natalie Paukstys		
Falls Church,VA**	Brigg Bunker	(571) 385-1177	1106-A W Broad St,
	Melanie Bunker		Falls Church, VA 22046
Fredericksburg, VA	Cory Kim Ellis	(540) 368-6747	1460 Central Park Blvd Suite 106,
	Steven Matthew Beecroft		Fredericksburg VA, 22401
Hampton, VA	Ryan Webb	(757) 504-0256	1620 Merchant Lane Building X, Space 104,
	Steve Crandall		Hampton, VA 23666
	Richie Webb		
	Gary Walker		
	Ryan Jackson		
	Trever Einerson		

	Nate Holman		
	Randy Clark		
	Flint Packer		
	Mark Hymas		
	Brent Stoker		
	Lane Hemming		
	Riley Holman		
	Rick Holman		
	Spencer Rowe		
	Erick Wills		
	Hemming Investments, LLC		
Haymarket, VA**	Allison Bohls	Not Available	15150 Washington St.
	Camille Fairbanks		Haymarket VA 20169
Henrico, VA**	Christopher Brad Cook	(804) 476-0019	9621 West Broad Street, Suite 2
			Glen Allen VA 23060
Hull Street, VA**	Jared Pelo	(804) 293-0027	13700 Hull Street Rd. Suite 16
	Brad Pelo,		Midlothian VA 23112
	Mychael-Ann Pelo		
	Dixie Fentriss		
Leesburg, VA	Mo Wolthuis	(571) 440-7006	1008 Edwards Ferry Rd NE, Suite 135,
	Dovy Paukstys		Leesburg, VA 20176
	Natalie Athena Paukstys		
Lynchburg, VA**	Cory Kim Ellis	Not Available	3911 Wards Road,
	Steven Matthew Beecroft		Lynchburg, VA 24502
Mechanicsville, VA**	Christopher Brad Cook	(804) 522-5043	7324 Bell Creek Road
			Mechanicsville VA 23111
Newport News, VA**	Richie Webb	ADA - Not Available	
	Kurt Webb		Newport News, VA
	Ryan Webb		
	Erick Wills		
Pembroke, VA**	Christopher Brad Cook		300 Constitution Drive Suite 104
		Not Available	Virginia Beach, VA 23462

Red Mill, VA**	Ryan Webb	(757) 426-4406	1157 Nimmo Parkway Ste. 112
	Steve Crandall		Virginia Beach VA 23456
	Richie Webb		
	Gary Walker		
	Ryan Jackson		
	Trever Einerson		
	Nate Holman		
	Randy Clark		
	Flint Packer		
	Mark Hymas		
	Brent Stoker		
	Lane Hemming		
	Riley Holman		
	Rick Holman		
	Spencer Rowe		
	Erick Wills		
	Hemming Investments, LLC		
Reston, VA**	Mo Wolthuis	(571) 346-2322	11650 Plaza America Dr,
	Dovy Paukstys		Reston, VA 20190
	Natalie Athena Paukstys		
Roanoke, VA**	Cory Kim Ellis	ADA - Not Available	
	Steven Matthew Beecroft		Roanoke, VA
Stafford, VA**	Cory Kim Ellis	Not Available	1495 Stafford Marketplace #121,
	Steven Matthew Beecroft		Stafford, VA 22556
Vienna, VA	Brigg Bunker	(571) 295-4264	203 Maple Avenue E, Suite 203
	Melanie Bunker		Vienna, VA 22180
Virginia Beach, VA	Ryan Webb	(757) 916-5700	737 First Colonial Road Suite 214,
	Steve Crandall		Virginia Beach, VA 23451
	Richie Webb		
	Gary Walker		
	Ryan Jackson		
	Trever Einerson		

	Nate Holman		
	Randy Clark		
	Flint Packer		
	Mark Hymas		
	Brent Stoker		
	Lane Hemming		
	Riley Holman		
	Rick Holman		
	Spencer Rowe		
	Erick Wills		
	Hemming Investments, LLC		
Williamsburg, VA**	Christopher Brad Cook		
		ADA - Not Available	Williamsburg, VA
Washington			
Bellevue, WA**	Thomas (TJ) Adams		14855 Main St
	Cameron Rounds		Bellevue WA, 98007
	Cole Baldwin	Not Available	
Bonney Lake, WA	Doug Clark	(253) 321-5796	20411 98th St E, Bonney Lake, WA 98391
Clarkston, WA	Doug Clark	(509)596-0211	440 Bridge St Clarkston, WA 99403
Covington, WA	Thomas (TJ) Adams	(253) 235-9542	16915 SE 272nd St, Ste 102,
	Cameron Rounds		Covington WA 98042
	Cole Baldwin		
Federal Way WA**	Thomas (TJ) Adams	(253) 218-1019	1812 S 320th St, Suite B,
	Cameron Rounds		Federal Way, WA 98003
	Cole Baldwin		
Gig Harbor,WA	Amy Beam	(253) 303-6300	4784 Borgen Blvd Suite E,
	Denton Beam		Gig Harbor, WA 98335
Northgate, WA**	Lindsay Ware	(206)734-3020	401 NE Northgate Way #1105,
	Ruvim Achapovskiy		Seattle, WA 98125

Issaquah, WA**	Thomas (TJ) Adams Cameron Rounds Cole Baldwin	(425) 272-6807	1520 Highlands Dr NE, Ste 110, Issaquah WA 98029
Kennewick,WA**	Ranae Marie Rusk Matthew Paul Rusk	(509) 873-3309	1102 N Columbia Center Blvd. Ste B, Kennewick WA 99336
Lacey, WA**	Doug Clark	(360) 464-2053	1350 Marvin Rd NE Lacey, WA 98516
Lakewood,WA	Sebastian Brost DeShaun Hollis	(253) 319-5603	5605 Lakewood Towne Center Blvd SW, Suite G, Lakewood 98499
Lynnwood,WA**	Matt McDonald Kylie McDonald	(425) 510-0526	18411 Alderwood Parkway Lynnwood WA 98037
Marysville , WA	Matthew S. McDonald Kylie N. McDonald	(360) 386-1767	2701 171st Pl NE. #203 Marysville, WA 98271
North Hill, WA**	Laken Carson Cameron Carson Lance Hemsley Laurie Hemsley	Not Available	7808 N division St Suite 4, Spokane WA 99208
Orchards, WA**	Jana Weis Patrick Weis Olivia Gill	(360) 356-1177	8440 Northeast Vancouver Mall Drive, Vancouver, WA 98662, USA
Pasco, WA**	Ian Taylor Kevin Hatch	(509) 380-9413	5025 RD 68, Pasco WA 99301
Puyallup, WA	Doug Clark	(253) 242-5232	10301 156th St. E Suite B5-106, Puyallup, WA 98374
Richland, WA	Ian Taylor Kevin Hatch	(509) 289-4267	2665 Queensgate Drive Richland WA 99352
Silverdale, WA**	David Ora Degarimore John Jacob Sehmel	(360) 340-9336	11199 Pacific Crest Place Suite E 110 Silverdale Washington 98383
Spokane Valley, WA**	Laken Carson Cameron Carson	Not Available	506 N Sullivan Rd Suite B, Spokane Valley, WA 99037

	Lance Hemsley		
	Laurie Hemsley		
Tacoma Central, WA	Doug Clark	(253) 366-6424	3304 S. 23rd Street Suite 1
			Tacoma Washington, 98405
Tukwila, WA**	Thomas (TJ) Adams	ADA - Not Available	,
	Cameron Rounds		Tukwila, WA
	Cole Baldwin		
Vancouver, WA**	Aaron Wagner	(604) 359-4805	616 NE 81st St E,
			Vancouver, WA 98665
Westgate, WA	Doug Clark	(253) 366-6423	2601 North Pearl Street
			Tacoma WA 98407
Wenatchee , WA**	Ian Taylor	(509) 300-4999	1304 N Miller Suite A,
	Kevin Hatch		Wenatchee WA 98801
Woodinville, WA	Matthew S. McDonald	Not Available	13930 NE 178th Pl, Suite 110
	Kylie N. McDonald		Woodinville WA 98072
Yakima, WA**	Ian Taylor	(509) 571-9520	2412 W Nob Hill BLVD #104,
	Kevin Hatch		Yakima WA 98902
West Virgina			
Morgantown, WV**	Jadon Niederhauser	Not Available	1156 Giant St.
	(Blue) Nathan Elam		Morgantown West Virginia, 26501
Martinsburg, WV**	Jadon & Megan Niederhauser	ADA - Not Available	
	(Blue) Nathan Elam		Martinsburg, WV
Wisconsin			
Appleton, WI	Brandon Henrie	(920) 221-1980	4353 W Wisconsin Ave.
	Wes Henrie		Appleton WI, 54913
	Ian McDonald		
	Brandon Hale		
Brookfield, WI**	Brandon Henrie	(262) 226-2868	17550 b-1 West Bluemound Road,
	Wes Henrie		Brookfield, WI 53045
	Ian McDonald		
	Brandon Hale		

Delafield, WI	Brandon Henrie	(262) 256-0250	2926 Golf Road Delafield, Wisconsin, 53018
	Wes Henrie		
	Ian McDonald		
	Brandon Hale		
Eau Claire, WI**	Connie Young	ADA -Not Available	
	Rory Young		Eau Claire, WI
	Karen Lea French		
Fond Du Lac, WI**	Jensen Robarge	(920) 238-3737	N6667 Rolling Meadows Dr
	Seth Lucas		Fond Du Lac Wisconsin 54937
Grafton, WI	Brandon Henrie	(262) 228-6800	1250 N. Port Washington Rd.
	Wes Henrie		Grafton WI, 53024
	Ian McDonald		
	Brandon Hale		
Green Bay, WI**	Brandon Henrie	(920) 393-9499	2300 S Oneida St
	Wes Henrie		Green Bay, WI 54304
	Ian McDonald		
	Brandon Hale		
Hudson, WI**	Connie Young	ADA -Not Available	
	Rory Young		Hudson, WI
	Karen Lea French		
Lacrosse, WI**	Connie Young	ADA -Not Available	
	Rory Young		Lacrosse, WI
	Karen Lea French		
Madison, WI	Brandon Henrie	(608) 440-8578	4010 University Ave,
	Wes Henrie		Madison, WI, 53705
	Ian McDonald		
	Brandon Hale		
Menomonee Falls, WI**	Brandon Henrie	(262) 293-6580	W182N9606 Appleton Ave,
	Wes Henrie		Germantown, WI 53022
	Ian McDonald		
	Brandon Hale		
New Berlin, WI**	Brandon Henrie	ADA -Not Available	
	Wes Henrie		New Berlin, WI

	Ian McDonald		
	Brandon Hale		
Oak Creek, WI	Brandon Henrie	(262) 320-7002	160 W Town Square Way, Suite 400,
	Wes Henrie		Oak Creek, WI 53154
	Ian McDonald		
	Brandon Hale		
Pleasant Prairie, WI	Brandon Henrie	(262) 425-0008	2926 Golf Road Delafield, Wisconsin, 53018
	Wes Henrie		
	Ian McDonald		
	Brandon Hale		
Sheboygan, WI**	Jensen Robarge	(920) 234-5042	4065 WI State Hwy 28,
	Seth Lucas		Kohler, Wi. 53044
Sun Prairie, WI	Brandon Henrie	(608) 912-0015	2808 Prairie Lakes Dr., Bldg E, Ste. 102,
	Wes Henrie		Sun Prairie WI, 53590
	Ian McDonald		
	Brandon Hale		
Wausau, WI**	Jensen Robarge	(715) 680-9898	226590 Rib Mountain Dr,
	Seth Lucas		Wausau, WI 54401
North Shore, WI**	Brandon Henrie	(414) 600-9289	5600 N Bayshore Dr.
	Wes Henrie		Glendale WI, 53217
	Ian McDonald		
	Brandon Hale		
Wyoming			
Casper, WY	Elizabeth Hogan	(307) 215-3319	5030 E 2nd St
	Patrick Hogan		Casper WY 82609
Cheyenne, WY**	John Gauthier	(307) 316-3797	1400 Dell Range Blvd Unit 85
			Cheyenne WY 82009

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

** Some of these locations may not yet be open and, consequently, the associated phone number may not be

working. If information is not listed (such as an address or phone number), then it may not yet be known or available.

FRANCHISEES THAT TRANSFERRED THEIR FRANCHISE IN 2021:

Store Location	Owner	Current Business Phone or Last Known Home Phone Number
231 West Quinn Road Suite E, Pocatello ID, 83202	Nathan Christensen Bracken Christensen	(801) 477-6316 (801) 477-6316
1351 N. MAIN ST, TOOELE, UT, 84074	Matthew Ryan Sovic Kevin Michael Engle	(801) 867-4543 (801) 726-4492
75 W 1000 S #500, Heber City, 84032	Laken Hemsley Lance Hemsley Laurie Hemsley	(208) 406-3124 (208) 852-1895 (208) 851-1287
2920 Sherman Oak Place Suite 100 Raleigh NC 27609	Aubrey Reed Logan Reed Marvin Rose	(919) 356-7065 (919) 618-5167 (602) 395-2600
5102 N. Nevada Ave Suite 120 Colorado Springs, CO 80918	Brett Ward Ronnie Ward	(801) 477-6316 (208) 851-0448
13335 Manchester Rd, Des Peres, MO 63131	Nathan Lambson Con Curran Coulter II Joseph Lambson Buffy Cundiff	(435) 709-6909 (314) 606-5890 (314) 602-0748 (314) 910-1380
8665 West Franklin Road Boise, ID 83709	Laken Hemsley Laurie Hemsley Lance Hemsley	(208) 406-3124 (208) 851-1287 (208) 851-1031
3116 East State Ste. 130 Street Eagle, Idaho 83616	Laken Hemsley Channing Hemsley	(208) 406-3124 (208) 810-9735

FRANCHISES THAT CEASED OPERATIONS IN 2021 OR HAVE NOT CONTACTED US WITHIN 10 WEEKS: NONE

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

EXHIBIT "E"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	2101 Arena Blvd., Sacramento, CA 95834	(916) 445-7205 (866) 275-2677
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1500
New York	New York Department of State		One Commerce Plaza, 99 Washington Avenue, 6th Floor, Albany, NY 12231-0001	(518) 473-2492
North Dakota	North Dakota Securities Department		600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387

Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1st Floor, Richmond, VA 23219	
Washington	Director of Financial Institutions		150 Israel Road SW, Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

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

EXHIBIT "F"
TO THE FDD

LIST OF STATE AGENCIES RESPONSIBLE FOR FRANCHISE DISCLOSURE/REGISTRATION LAWS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California		Department of Financial Protection and Innovation	Sacramento: 2101 Arena Blvd., Sacramento, CA 95834 San Diego: 1350 Front Street, Room 2034, San Diego, CA 92101-3697 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4th Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205 San Diego: (619) 525-4233 San Francisco: (415) 972-8559 Los Angeles: (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20th Floor, Baltimore Maryland 21202-2020	(410) 576-6360

Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6th Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Securities Department	600 East Boulevard Avenue, State Capital 5th Floor, Dpt 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Securities Division	Department of Financial Institutions	P.O. Box 9033, Olympia, WA 98507-9033	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6th Street, NW, Washington DC 20580	(202) 326-3128

EXHIBIT "G"
TO THE FDD

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EXHIBIT "H"
TO THE FDD

AREA DEVELOPMENT AGREEMENT

CRUMBL FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Agreement") is made and entered into effective this _____ ("Effective Date") by and between **CRUMBL FRANCHISING, LLC**, a Utah limited liability company ("We," "Us," or "Franchisor"), and _____ ("You," "Your," or "Area Developer"):

R E C I T A L S:

WHEREAS, We have developed a system for the operation of a cookie delivery business known as Crumbl®, offering to the public warm cookies and other related products and services ("Franchise Business" or "Crumbl® Business"). The system Includes, the Franchise Business, specific Marks, interior design, store layout and décor, color schemes, standards, Manuals, recipes, menus, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for and the use of certain equipment, the sale of products, food and supply items, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or the "Crumbl® System");

WHEREAS, recognizing the value of the System and the benefits which may be obtained by use of the System, You desire to acquire the right to develop and operate multiple Crumbl® Franchise Units in the Development Territory described below and pursuant to the terms and conditions of this Agreement;

WHEREAS, You understand and acknowledge the importance of Our high standards of quality and the necessity of operating Your Franchise Units in strict conformity with Our quality control standards and specifications;

WHEREAS, You declare that You have fully investigated and have familiarized Yourself with the essential aspects and purposes of the System and have had the opportunity to be advised by counsel chosen by You of the terms and conditions of this Agreement and understand that Your consistent and uniform presentation of the System for each Franchise Unit is essential; and

WHEREAS, all capitalized terms used but not defined herein will have the respective meaning assigned to them pursuant to the Crumbl® Franchise Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

Article 1 - Definitions

1.1 Unless otherwise clearly required by the context, when used in this Agreement the following terms will have the following described meanings:

"Development Territory" refers to the geographical area set forth in Exhibit "A" attached hereto and by reference made a part hereof.

"Franchise," "Franchise Business," "Franchise Unit," or "Unit" refers to a business that has signed a Franchise Agreement to operate a Franchise Unit in the Development Territory.

"Franchise Agreement" Our agreement which licenses the right to use Our Marks and System for the operation of a Crumbl® Franchise Unit at a single designated location.

"Immediate Family" refers to, and Includes, each of Your spouse, parents, step-parents, children, step-children, brothers and sisters, and their spouses or children or step-children, mothers-in-law, and fathers-in-law, sons-in-law, and daughters-in law, brothers-in-law, and sisters-in-law, and any person (other than a tenant, or employee) sharing the area development business.

"Including" or "Includes" throughout this Agreement will mean, "including but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all parts of the System particular to Us and collectively Includes all Marks, trade dress, names, copyrights, systems, patents, patent applications, trade secrets, software, Recipes, operations, Manuals and other proprietary information.

"Marks" Refers to any and all of Our trademarks, service marks, trade names, logos, slogans, trade dress, color schemes, designs, equipment designs and related commercial symbols whether or not registered by Us and all goodwill related thereto associated with the products or any other business, products and services of the Franchisor or its affiliates.

"Manuals" refers to one or more operational or policies and procedures manuals, technical bulletins or other written materials and may be modified by Us periodically.

"Owners" refers to You and each of the owners of any entity, partners, members, managers, officers, directors or shareholders.

"Recipes" means Our recipes, kitchen and/or recipe books, ingredients, flavors, compositions, mixes, syrups, spices, sauces, dressings, temperatures, cook or mix times, measurements, menu items, preparation techniques, methods and formulas, etc., related to Our food or drink products and menu items.

"Termination" Includes expiration, non-renewal, repurchase of Your rights, transfer, or any other means by which this Agreement is no longer in effect or wherein You are no longer an area developer for Crumbl®.

Article 2 - Development Territory Rights

2.1 Rights. Subject to the terms and conditions of this Agreement and the continuing faithful performance by You of Your obligations hereunder, during the term of this Agreement, You have the right and obligation to develop and operate Crumbl® Franchise Businesses in the Development Territory in accordance with the development schedule set forth on Exhibit "B" ("Development Schedule") attached hereto and by reference made a part hereof, utilizing the System and the Marks in the Development Territory upon execution of a separate Franchise Agreement for each Franchise Unit You develop. You will identify a location for each Franchise Unit and, after the location is approved by Us, the location will be set forth in the Franchise Agreement for that Franchise Unit. We will not establish or sell franchises within the Development Territory while this Agreement is in effect. The Development Territory for this Agreement is non-exclusive. Notwithstanding the foregoing, as more fully discussed below in Section 2.3, We may establish or sell traditional and non-traditional franchises within the Development Territory while this Agreement is in effect without payment of compensation to You.

2.2 Character of Rights. The rights and privileges granted to You under this Agreement are personal in nature. The rights set forth herein are territorial only and do not grant or imply any license for You to use the Marks or System in any manner. This Agreement will not create or grant rights or obligations outside the Development Territory.

2.3 Franchisor's Reservation of Rights. Nothing contained herein will prevent Us from granting the right to franchise, own or operate Crumbl® Franchise Businesses or selling franchises outside of Your Development Territory. Furthermore, We and Our affiliates expressly reserve the right to sell market and distribute the Crumbl® products in the Development Territory and elsewhere without compensation to You using other marketing strategies and distribution channels, including, but not limited to, catalog sales, direct sales, sales to and through the Internet, retail units and wholesale outlets, and to sell non-traditional Franchises and Franchises to large institution-type locations at Our discretion both within and without Your Development Territory such as convention centers, sporting arenas, airports, national accounts, bookstores, malls, grocery and convenience stores, military bases, universities, departments stores, hospitals, industrial sites, or other similar locations. Any Franchise We sell will not be counted toward Your development obligations set forth in the Development Schedule. We or Our affiliate, either personally or through agents and representatives, also reserve the right to sell, market ,and distribute all Crumbl® products and services similar to, the same as, or dissimilar from those which You will use in Your Franchise Businesses using Our trademarks or other marks, or to sell, market, and distribute other products and services using other principal trademarks or brands We control through alternate channels of distribution including by direct mail, telemarketing, infomercials, the Internet, general media marketing, retail units and national business accounts both within and without Your Development Territory without compensation to You. Neither We, nor other area developers, are restricted from advertising their Crumbl® Franchise Business in Your Development Territory.

2.4 System Modifications. We may, at any time, in Our reasonable discretion, modify the System or add to or delete from the System. In such event, We will notify You of any such changes, modifications, additions or deletions, and You will accept, be bound by, use and immediately take steps to implement any such modifications in the Development Territory. We have complete ownership and control of any changes, modifications, enhancements, or suggestions whether made or implemented by Us or You.

Article 3 - Development & Term

3.1 Minimum Development Schedule. In order to retain the rights granted hereunder, You agree to open, as Your minimum development obligation hereunder during the term hereof, the number of Franchise Units set forth in the Development Schedule. A Franchise Unit will be counted for the purposes of meeting Your development obligation only if it is an open and functioning Franchise Business located within the Development Territory.

3.2 Franchise Locations. The location of each Franchise Unit will be selected by You, but must be approved in writing, and in advance, by Us, as further set forth in Your Franchise Agreements. The territory boundaries of each Franchise Unit will be determined solely by us and based on our then-current standards. A separate Franchise Agreement in the form of Our then-current Franchise Agreement, must be executed for each Franchise Unit in Your Development Territory as developed as further provided in Article 5 hereof.

3.3 Failure to Meet the Development Schedule. In the event You fail to meet the Development Schedule or any of Your other development obligations, We have the right to exercise, in addition to the remedies and cure periods set forth in Articles 9 and 10 below, in Our sole discretion, any or all of the following:

1. Terminate this Agreement upon written notice to You as provided in Article 9 hereof;
2. Terminate the Development Territory granted to You; and/or
3. Reduce the size of the Development Territory.

3.4 Time is of the Essence. Time is of the essence with respect to compliance with the Development Schedule and any and all other obligations of Yours under this Agreement. Area Developer agrees and represents that it has conducted its own independent investigation and analysis of the prospects for the establishment of Crumbl® stores within the Development Territory, that Area Developer approves of the Development Schedule as being reasonable and viable, and that Area Developer recognizes that failure to achieve the results described in the Development Schedule constitutes a material breach of this Agreement.

3.5 Term. The term of this Agreement is the Development Period set forth on the Development Schedule. You do not have a right to renew this Agreement.

Article 4 - Fees

4.1 Area Development Fee. You must pay a one-time, non-refundable area development fee ("Development Fee") of $_____ payable in full upon execution hereof. If the Effective Date is on or prior to June 30, 2022, the initial franchise fee for each unit to be developed is $20,000 and the Development Fee is an amount equal to $5,000 plus ($20,000 multiplied by the number of Franchise Units to be developed as more fully set forth in the Development Schedule). If the Effective Date is after June 30, 2022, the initial franchise fee for each unit to be developed is $50,000 and the Development Fee is an amount equal to $50,000 multiplied by the number of Franchise Units to be developed as more fully set forth in the Development Schedule.

4.2 Non-Refundable. The Development Fee is not refundable under any circumstance, Including whether or not You meet Your Development Schedule, except as stated in the following sentence. Notwithstanding the foregoing, You may receive a partial refund of the Development Fee if this Agreement is terminated pursuant to Sections 9.1.4 and 10.2.1 below. You and We acknowledge and agree that the Development Fee is paid in consideration of Area Developer's execution of this Agreement and promise to comply with the terms and conditions herein.

Article 5 - Franchise Agreement(s)

5.1 Franchise Agreement. Each Franchise Unit as opened by You in the Development Territory pursuant to this Agreement, will be governed by Our then-current Franchise Agreement executed by You and Us. You shall not commence construction or improvements, acquire or lease any related real property, or any other development activity or operations for each Franchise Unit until both You and We have executed a Franchise Agreement for each Franchise Unit. If the Effective Date is on or prior to June 30, 2022, upon signing a Franchise Agreement, an amount equal to $20,000 of the Development Fee will be applied to the Initial Franchise Fee for such Franchise Agreement. If the Effective Date is after June 30, 2022, upon signing a Franchise Agreement, an amount equal to $50,000 of the Development Fee will be applied to the Initial Franchise Fee for such Franchise Agreement.

5.2 Modification of the Franchise Agreement. We reserve the right, from time-to-time, to amend, change, or modify Our Franchise Agreement in any way prior to the time it is signed by You.

5.3 Guaranty. If You are a business entity, You shall ensure that each individual owner, partner, shareholder, member, and manager (each "Guarantor Party") who owns any interest in said business entity must each personally guarantee the performance of all Your obligations under this Agreement.

5.4 First Franchise Unit. You acknowledge that the Franchise Agreement governing Your first Franchise Unit to be opened under the Development Schedule may be executed concurrently with this Agreement.

Article 6 - Operating Standards and Covenants

You agree that:

6.1 Knowledge. You will acquire and maintain sufficient knowledge and experience involving the System so as to be able, in good faith, to develop the Franchise Units in a timely, efficient and professional manner.

6.2 Compliance. You will, at Your expense, comply with all applicable laws, ordinances, rules and regulations pertaining to the development and operation of Your Franchise Businesses as contemplated herein.

6.3 Cost of Doing Business. You will be responsible for all Your costs of doing business and other costs and expenses in connection with Your obligations herein.

6.4 Franchise Obligations. You agree to promptly pay all of Your obligations and liabilities to Us and Your suppliers, vendors, lessor, trade accounts and government agencies. We have no liability for Your obligations, and You will indemnify and hold Us harmless from any such obligations.

6.5 Periodic Reports. You agree to provide to Us, no later than the first day of each month, a written monthly progress report of Your preceding month's activities and progress in developing and establishing Franchise Units in Your Development Territory.

6.6 Your Performance. You must comply with all other duties, obligations and requirements set forth in this Agreement, Your Franchise Agreement(s) and Our Manuals.

6.7 Indemnification. You shall defend, indemnify, and hold Us and Our officers, directors, members, managers, employees, contractors, and agents (each a "Franchisor Party" and collectively the "Franchisor Parties") harmless from and against any and all claims, proceedings, expenses, costs, damages and liabilities, including, but not limited to, legal fees incurred by all Franchisor Parties due in any way related to the operation of Your Franchise Business(es), Your breach of this Agreement, and any act, neglect, or omission by You or Your employees, customers, agents or guests, Including, negligence, willful acts, omissions, malfeasance, or misstatements.

Article 7 - Confidential Information

7.1 Confidential Information. Nothing in this Agreement is to be construed to require Us to divulge to You any confidential information. Except for knowledge already in Your possession not disclosed to You by Us or currently in the public domain, You acknowledge that Your entire knowledge of the operation of the System and the contemplated Franchise Business, Including, the contents of the Manuals, Including recipes and recipe books and the specifications, standards and operating procedures for the operation of Franchise Units, development schedules and marketing plans are derived from information disclosed to You by Us and that such Manuals and such other confidential information is confidential or a trade secret of Ours. You agree that You will maintain the absolute confidentiality of the Manuals and all such other confidential information during and after the term hereof.

7.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You shall not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders and advisors.

Article 8 - Marks

8.1 Ownership of Marks. You acknowledge that You have no proprietary interest whatsoever in the Marks or derivatives thereof and that Your right to use the Marks is derived solely from Your Franchise Agreement(s) and is limited to the conduct of Your Franchise Businesses pursuant to and in compliance with this Agreement and Your Franchise Agreement(s) and all applicable specifications, standards and operating procedures prescribed by Us.

8.2 Use of Marks. You cannot use any of the Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified form without Our consent. You agree to obtain such fictitious or assumed name registrations as may be required by Us or applicable law.

Article 9 - Our Right of Termination

9.1 Termination. In addition to the other rights of Termination, We may have at law or equity or as contained in this Agreement, We will have the following rights of Termination:

9.1.1 No Cure Period. You agree that upon a violation or default under paragraphs (1) through (7) below, this Agreement will automatically terminate without written notice to You.

1) You or any of Your Owners makes an unauthorized assignment of this Agreement or any ownership change without Our consent, which consent will not be unreasonably withheld or delayed;

2) You or any of Your Owners take action, commit, are convicted of, plead guilty to, or plead no contest to a charge of violating any felony law or other crime, action or offense that We believe is reasonably likely to have an adverse effect on Your Franchise Units or the System;

3) You consistently, 3 or more times, fail to timely pay any of Your payment obligations or liabilities owing to Us;

4) You are insolvent or a party to any bankruptcy, receivership or similar proceeding, other than as a creditor, file for bankruptcy or receivership or similar protection or You are adjudicated bankrupt;

5) You make an assignment for the benefit of creditors or enter into any similar arrangement for the disposition of Your assets for the benefit of creditors;

6) You voluntarily or otherwise abandon the development of Franchise Units in the Development Territory hereunder;

7) You repeatedly fail to materially comply with this Agreement, whether or not such failures to comply are corrected after notice thereof.

9.1.2 45 – Day Cure Period. If You fail to meet Your development obligations, at any time, as set forth in Article 3 hereof above, Your rights hereunder will automatically terminate effective 45 days after delivery of notice of default, if not otherwise cured within such 45-day notice period.

9.1.3 30 – Day Cure Period. For all other defaults Including Your failure to cure any default under any of Your or an affiliate's Franchise Agreements We will have the right to terminate this Agreement effective upon 30 days after delivery of notice of Termination to You if such default is not cured within the 30-day cure period.

9.1.4 Personality Conflict. If Franchisor makes a determination, in its sole discretion, that Area Developer is not well suited to acting as a Crumbl® area developer, Including for reasons of a personality or relationship conflict with Franchisor or between Area Developer's owners, agents, or representatives, then Franchisor may terminate this Agreement upon written notice to You.

Article 10 - Obligations Upon Termination or Expiration

10.1 Our Rights Upon Termination. Upon Termination of this Agreement, for any reason, Your rights under this Agreement are terminated. We will be free to own, operate, or franchise Crumbl® Franchise Businesses anywhere in the Development Territory other than as prohibited by any existing signed and fully compliant Franchise Agreement. The foregoing are in addition to any other right or remedy We may have at law or in equity.

10.2 Operating Units. After Termination of this Agreement, so long as You are not in default under the terms and conditions of Your respective Franchise Agreement(s), You may still continue to own and operate Your individual Franchise Units in the individual Territories (as defined in such respective Franchise Agreements) that are owned and operated by You prior to Termination, so long as You are not in default and continue to faithfully perform the terms and conditions of such Franchise Agreement(s). However, You will cease to have any exclusivity rights with regard to the ongoing development of all other Franchise Units in the Development Territory, and You will forfeit any contractual right You may have to purchase additional Franchise Units within the Development Territory.

10.2.1 Partial Refund. In the event of the Termination of this Agreement as set forth in Section 9.1.4 only, Franchisor shall refund a portion of the Development Fee to Area Developer in an amount equal to $20,000 multiplied by the number of Franchise Units set forth in the Development for which Franchise Agreements have not been executed as of the date of such notice of Termination as allowed in Section 9.1.4.

10.3 Cross Default. If any Franchise Agreement for one of Your Franchise Businesses is terminated for any reason, We may terminate this Agreement upon written notice to You.

Article 11 - Unfair Competition and Non-Competition Covenant

11.1 In-Term Covenant. You and We share in a common interest in avoiding situations where persons or companies who are, or have been, franchisees operate or otherwise become involved with a similar or competing business during the term of this Agreement. During the term of this Agreement and any extensions hereof, You agree that neither You nor Your Immediate Family, nor any shareholders, owners, partners, directors, members, managers, officers, agents, affiliates, principal employees, nor any partner in a partnership franchise, will own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as an employee, contractor, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership, or corporation engaged in any cookie or similar business or other business offering products or services the same as or substantially similar to Your Franchise Businesses or the System in any capacity or location, except with Our prior written consent. You understand and acknowledge that to violate this Section creates irreparable harm to Us and to the System.

11.2 Post-Term Covenant. Upon Termination for any reason of this Agreement, and for a continuous, uninterrupted period of three years thereafter, neither You, nor Your Immediate Family members, nor any of Your Owners, agents, affiliates or principal employees, will, directly or indirectly, participate as an owner, operator, shareholder, director, partner, member, manager, contractor, consultant, agent, employee, advisor, officer, lessor, lessee, franchisor, Area Developer or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any business, firm, entity, partnership or company engaged in a competing business or a business using a business format which is the same as or similar to the System at the time of Termination within Your Development Territory or within 25 miles of Your Development Territory or within 25 miles of the territory of any System franchise or Crumbl® business operation at the time of Termination of this Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. You understand and acknowledge that to violate this Section creates irreparable harm to Us and to the System.

11.3 Tolling of Covenant. In the event You compete during the term of non-competition, this non-compete period will be tolled and extended for the period of Your competition, plus an additional six months.

11.4 Enforceability. You and We expressly intend that the provisions of this Article 11 be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this Article is adjudicated to be invalid or unenforceable, then this Article will be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable and such deletion to apply only with respect to the operation of that Section or Paragraph and the particular jurisdiction in which said adjudication is made. Further, to the extent any provision of this Agreement is deemed to be unenforceable by virtue of its scope, but may be made enforceable by limitation, the parties agree that the same will, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought.

11.5 Claims Not a Defense. You expressly agree that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants of this Article 11. You agree to pay all costs and expenses, Including, reasonable attorney's fees, incurred by Us in connection with the enforcement of this Article 11.

11.6 Irreparable Injury. You acknowledge that Your violation of the terms of this Article 11 would result in irreparable injury to Us for which no adequate remedy at law may be available. You accordingly agree that We will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any or all any of the terms of this Article 11 without proof of actual damages that have been or may be caused to Us by such breach.

11.7 Additional Covenants. At Our request, You must require and obtain execution of covenants similar to those set forth in this Article 11 from any or all of the following persons: (a) all owners, partners, directors and managers and the like of Your Franchise Businesses; (b) all officers, directors, members, managers and holders of a beneficial interest of 5% or more of any corporation, limited liability company, or other entity directly or indirectly controlling You if You are an entity; and (c) the general partners and any limited partners if You are a partnership. All covenants required herein must be in forms satisfactory to Us, Including, specific identification of Us as a third-party

beneficiary of such covenants with the independent right to enforce them. Your failure to obtain execution of a covenant required herein will constitute a default of this Agreement.

Article 12 – Transfers and Assignment

12.1 By Franchisor. This Agreement is fully assignable and transferrable by Us and will inure to the benefit of any assignee, transferee or other legal successor to Our interests and obligations herein.

12.2 By Area Developer or Your Owners. You understand and acknowledge that the rights and duties created by this Agreement are personal to You and that We have granted this Agreement in reliance upon Your agreement to comply with all the terms and conditions of this Agreement, and Your individual character, skill, aptitude, attitude, business ability and financial capacity. Therefore:

12.2.1 Neither this Agreement nor any interest therein may be voluntarily, involuntarily, directly or indirectly, assigned, sold or otherwise transferred by You or Your Owners, Including, by consolidation or merger, or by issuance of securities representing an ownership interest, without Our prior written approval, which may be withheld in Our sole discretion.

12.2.2 Any such assignment or transfer without such approval will constitute a breach hereof and will not convey any rights to or interests in this Agreement to such assignee.

12.2.3 Consent to an assignment otherwise permissible under this Article 12 may be refused by Us, unless, prior to the effective date of the assignment: (a) all of Your obligations incurred in connection with this Agreement have been assumed by the assignee; (b) You have paid fees and other amounts owing Us; (c) the assignee or its owners meet Our criteria for new area developers and franchisees; d) the assignee or its owners must have completed the training program required of new area developers and franchisees and are willing to execute and be bound by Our then-current area development agreement; (e) You or Your assignee have paid a transfer fee of $20,000, plus the transfer fees set forth in each Franchise Agreement transferred; (f) You or Your assignee have paid a training fee for new franchisees at Our then-current rate to cover training expenses; and (g) You and Your Owners, representatives and/or agents have signed a general release in Our favor.

12.2.4 You remain liable for all direct and indirect obligations under this Agreement, Your Franchise Agreement(s) and Your Franchise Businesses prior to the effective date of the transfer and will continue to remain responsible for Your obligations of nondisclosure, noncompetition and indemnification as provided in this Agreement and the Franchise Agreements, and must execute any and all instruments reasonably requested by Us to evidence such liability.

12.2.5 Any assignment, transfer or other disposition by You of a Franchise Business within the Development Territory will be governed by the Franchise Agreement to which such Franchise Business is bound.

12.3 Transfers to Competitors Prohibited. In order to maintain the confidentiality of the proprietary information of the Intellectual Property and System, neither You or any of Your owners, partners, members, managers, officers or directors, may sell, transfer, assign or pledge any part of this Agreement or any part of his or her ownership in Your entity, if applicable, to a competitor of Ours or

an affiliate of a competitor of Ours without Our written permission. Any such sale, transfer, assignment or pledge without Our written approval will be considered void ab initio.

12.4 Right of First Refusal of the Franchisor. If You or Your Owners, at any time determine to sell, assign or transfer this Agreement, or an interest therein, or an ownership interest in Your entity of more than 40%, and You or Your Owners obtain a bona fide, written offer from a responsible and fully disclosed purchaser, You shall submit an exact copy of such offer to Us. We will have the right, exercisable by written notice delivered to You or Your Owners within 60 days from the date of delivery of an exact copy of such offer to Us, to purchase this Agreement and the development rights thereunder, or such interest in this Agreement, or such ownership interest in You for the price and on the terms and conditions contained in such offer, provided that We may substitute cash for any form of payment proposed in such offer and We will have not less than 60 days from the date We give notice to You of Our intent to purchase, to prepare for closing. If We do not exercise Our right of first refusal, but do authorize You in writing to complete the sale as provided above, then You or Your Owners may complete the sale to such purchaser pursuant to and on the terms of such offer, provided that if the sale to such purchaser is not completed within 150 days after delivery of such offer to Us, or if there is a material change in the terms of the sale that are less beneficial to You, We will again have the right of first refusal upon the terms and conditions herein provided. In no event may you complete the sale without Our prior written approval.

12.5 Death or Incapacity and Interim Management. In the event of the death or incapacity of an area developer that is an individual or an entity owned by one individual (the term "incapacity" means any physical or mental infirmity that prevents the person from performing his or her obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 days during a calendar year), Your heirs or personal representative will have the right to continue to fulfill Your obligations under this Agreement; provided that, We have the right to approve or reject of such heirs or personal representative, in Our sole discretion. If we give such approval, Your heirs or personal representative must, within a reasonable time (not more than 60 days) after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located), appoint a personal representative who must be approved by Us or this Agreement must be assigned or transferred to a buyer approved by Us.

Article 13 - Notices

13.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission, during normal business hours, Monday through Friday, holidays excepted, when confirmed by telecopier or facsimile transmission; (iv) through the email address below or other authorized email address when confirmed by receipt verifications, which confirmation cannot be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, three days after deposit in the mail addressed as follows:

To Franchisor:	To Area Developer:

Crumbl Franchising, LLC 815 W University Pkwy Orem, Utah 84058 (or Our then-current headquarters) Email: franchise@crumbl.com	_____ _____ _____ Email: _____

Article 14 - Representations

14.1 Your Efforts. You understand that the success or failure of the development of Franchise Units in the Development Territory depends, in major part, upon Your efforts.

YOU REPRESENT, COVENANT, AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, ON WHICH YOU HAVE RELIED IN ENTERING INTO THIS AGREEMENT, CONCERNING INCOME GUARANTEES, PROJECTIONS, AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE POTENTIAL SUCCESS OF YOUR BUSINESS OPERATIONS UNDER THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT AS OF THE EFFECTIVE DATE YOU HAVE HAD NO KNOWLEDGE OF ANY REPRESENTATION MADE BY US OR OUR REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

YOU FURTHER REPRESENT, COVENANT AND AGREE THAT YOU HAVE THE BUSINESS ACUMEN, CORPORATE AUTHORITY AND FINANCIAL WHEREWITHAL TO ENTER INTO THIS AGREEMENT AND TO PERFORM ALL OF YOUR OBLIGATIONS HEREUNDER AND FURTHERMORE THAT THE EXECUTION OF THIS AGREEMENT IS NOT IN CONTRAVENTION OF ANY OTHER WRITTEN OR ORAL OBLIGATION OF YOURS.

14.2 FDD Acknowledgement. You represent that You have had a copy of Our franchise disclosure document ("FDD") for at least 14 calendar days, prior to signing this Agreement or making any payment to Us, and during which time You had the opportunity to submit the FDD for review by legal counsel.

Article 15 - Disputes & Arbitration

15.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible.

15.2 Manner of Handling Disputes. You and We agree that except as otherwise expressly provided for herein, in the event any controversy, dispute or claim whatsoever ("Dispute") arises between Us or Our subsidiaries, parents and affiliates and each of Our respective shareholders, managers, officers, directors, members, agents, employees and attorneys (in their representative capacity), if applicable, and You or Your entity owners, guarantors and employees, officers, directors, members, managers, agents, and attorneys (in their representative capacity), if applicable, in connection with, arising from, or with respect to, any provision hereof, the relationship created herein,

or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

15.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us at Our then-current headquarters and within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

15.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting requirement has not successfully resolved such matters and if desired by either You or Us, the matters will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake County, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.

15.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, any Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Salt Lake County, Utah. The arbitrator will have the power and jurisdiction to decide such Dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties or by ruling of the arbitrator if petitioned by one of the parties. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever

barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. Any Dispute and any arbitration will be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration proceeding involving Us and any other person, except that with respect to a Dispute involving You and Your affiliate, You and Your affiliate may both be parties to the arbitration.

(iii) Agreed Limitations. Except for payments owed by one party to the other, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim.

(iv) No Special Damages. You and We waive any right or claim of any consequential, punitive or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained. You agree that We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of Our Marks, or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement not in connection with other Disputes.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards, or other interim relief), that party can appeal, within 30 days of such final award, to a three-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the arbitrator and arbitration organization equally during the arbitration. However, the prevailing party in any arbitration, appeal or other action will be entitled to recover the administrative costs of the arbitration proceeding, attorney's fees and the fee for the arbitrator(s).

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute

avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

Article 16 – General Provisions

16.1 Severability. Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, will be considered severable.

16.2 Governing Law and Jurisdiction. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein, but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article 15, if there is any litigation between us, You and We hereby irrevocably consent to, and waive any objection to, the exercise of general personal jurisdiction and venue in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake County, State of Utah will be the exclusive venue for any litigation between us.

16.3 Waiver of Obligations. You and We will not be deemed to have waived or impaired any right, power or option reserved by this Agreement (Including, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect of Us or You to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder.

16.4 No Off-Sets or Withholdings. You covenant and agree that You shall not offset or withhold the payment of any fees or other amounts due to Us or Our affiliates or suppliers on grounds of any dispute whatsoever, Including the alleged non-performance by Us of any of Our covenants or obligations hereunder.

16.5 Cumulative Remedies. Rights hereunder are cumulative and no exercise or enforcement of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy hereunder which You or We are entitled by law or equity to enforce. Nothing herein contained will be interpreted as to bar or waive Our right to obtain any remedy available at law or in equity including injunctive relief.

16.6 Costs and Attorney's Fees. The prevailing party in any legal proceeding will be entitled to reimbursement of its costs and expenses, Including reasonable accounting and legal fees. For

purposes of this Agreement, "prevailing party" Includes, the party which obtains a judgment in their favor, or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought.

16.7 Binding Effect. This Agreement will be binding upon the parties hereto and their respective assigns and successors in interest.

16.8 Entire Agreement. This Agreement, Including preambles and exhibit(s) to this Agreement, if any, are a part of this Agreement, which constitutes the entire agreement of the parties relating to the subject matter herein, and there are no other oral or written understandings or agreements between You and Us relating to the subject matter of this Agreement. No modifications of the terms of this Agreement will be valid unless made in writing and executed by both Us and You. Except as otherwise expressly provided herein, nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations We made in Our franchise disclosure document. This Agreement may be amended in whole or in part only by an agreement in writing signed and dated by the parties.

16.9 No Representations. You understand that the success or failure of this Agreement, and each of Your Franchise Businesses depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of marketing assistance, site location, development or other services, operational assistance or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses in order to operate Your Franchise Business; 7) any location will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

16.10 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

16.11 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between them or any of them and any third-party or the violation or breach of any order, decree or judgment of any court or administrative agency.

16.12 Interpretation of Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will Include the appropriate plural numbers. The headings and title of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and will have no effect upon the construction or interpretation of this Agreement.

16.13 Relationship of the Parties. In all matters, You are an independent contractor. Nothing in this Agreement constitutes You as Our partner, agent, or joint venture with Us and this Agreement does not create a fiduciary relationship between You and Us. Neither party may act or have the

authority to act as agent for the other, and neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You acknowledge that You do not have authority to incur any obligations, responsibilities or liabilities on behalf of Us, or to bind Us by any representations or warranties, and You agree not to hold Yourself out as having such authority.

16.14 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of pdf, electronic, telefaxed or scanned and emailed signature page or similar electronic means, each of which will be deemed an original, but all of which together will constitute one and the same document.

16.15 Effective Date. This Agreement will become effective as of the Effective Date only when executed and accepted by Us at Our headquarters.

IN WITNESS WHEREOF, We and You have respectively signed and sealed this Agreement as of the Effective Date.

FRANCHISOR:	**AREA DEVELOPER:**
CRUMBL FRANCHISING, LLC	_____
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "A"
TO THE AREA DEVELOPMENT AGREEMENT

DEVELOPMENT TERRITORY

The Development Territory consists of the following geographic areas:

Development Territory Name	Description

Our approval of the Development Territory or a location is not a guarantee or a warranty of the potential success of the Development Territory or a location.

_____
Area Developer Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "B"
TO THE AREA DEVELOPMENT AGREEMENT

FRANCHISE UNIT
DEVELOPMENT SCHEDULE

Development Period	Minimum Number of Franchise Units to be Opened and Operating	Cumulative Total of Franchise Units In Development Territory Open and Operating at End of Each Development Period
Development Period 1 (Expires [___] Months from Effective Date	_____	_____
Development Period 2 (Expires [___] Months from Effective Date	_____	_____
Development Period 3 (Expires [___] Months from Effective Date	_____	_____
TOTAL:	**_____**	_____

_____
Area Developer Initial and Date

_____
Franchisor Initial and Date

EXHIBIT "C"
TO THE AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _____ by and between **Crumbl Franchising, LLC**, a Utah limited liability company, ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____, (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Area Development Agreement dated _____ (the "Development Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Development Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, any provision in the Development Agreement, Including confidentiality and the non-competition provisions.

2. Waivers. Each Guarantor(s) waive: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. **Consents and Agreements**. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Development Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Development Agreement and, if required by the Development Agreement, after its termination or expiration.

4. **Enforcement Costs**. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this

Guaranty.

5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Development Agreement and agree that the provisions related to disputes and arbitration of the Development Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor irrevocably submits to the exclusive jurisdiction and venue of said listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled.

6. Counterparts. This Guaranty may be signed in counterparts including by electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original, and when said counterparts have been exchanged between the parties, they will be of full force and effect.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed and sealed this Guaranty effective as of the day and year first written above.

FRANCHISOR:

Crumbl Franchising, LLC
A Utah limited liability company

By: _____
(Signature)

Name: _____

Title: _____

GUARANTOR(S):

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "D"
TO THE AREA DEVELOPMENT AGREEMENT

STATE SPECIFIC ADDENDA

SCHEDULE "D-1"

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF MARYLAND

By and between **CRUMBL FRANCHISING, LLC**, a Utah limited liability company, hereinafter referred to as "Franchisor" and _____, hereinafter referred to as "Franchisee."

1. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

3. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. The following is added to Section 5.1 of the Agreement:

> Notwithstanding the foregoing, payment of the initial franchise fee any other initial fees owed to Us, or Our affiliate, by You will be deferred until all initial obligations owed to You have been fulfilled by Us and Your Franchise Business is operational.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be effective as of _____, with the full authority of the Company principal they represent.

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
Its, _____

FRANCHISEE:

_____

By: _____
Name & Title: _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

SCHEDULE "D-2"

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum to the Area Development Agreement ("Agreement") is agreed to this _____, between **CRUMBL FRANCHISING, LLC** and _____ to amend and revise said Area Development Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorney's fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchise may not assent to a waiver of exemplary or punitive damages.
- Franchisee may not assent to a waiver of jury trial.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be inconsistent with any terms or conditions of said Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

CRUMBL FRANCHISING, LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____

SCHEDULE "D-3"

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Area Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20_____.

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

_____

By: _____
(Signature)

Name: _____
Title: _____

INDIVIDUALS:
Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

EXHIBIT "I"
TO THE FDD

RELEASE AGREEMENT

RELEASE AGREEMENT

This RELEASE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below on the signature page) by and between CRUMBL FRANCHISING, LLC, a Utah limited liability company (herein "Franchisor") and _____, LLC/INC., _____, and _____, (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Crumbl® franchise agreement on _____ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by _____ and _____ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of the _____.

NOW THEREFORE, In consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Release. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the Effective Date. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release, unless prohibited by state law.

2. Further Effect of Release. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Full Knowledge. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

[FOR CALIFORNIA RESIDENTS ONLY: These releases are intended to waive, release and discharge all claims, other than those expressly reserved herein, with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:

[A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

_____ (INITIALS)

_____ (INITIALS)

The parties, with the advice of their respective counsel, waive the benefit of both statute and other legal doctrine or principle of similar effect in any jurisdiction.]

4. Complete Defense. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Post-Termination Clauses not Affected. Nothing in this Agreement releases Personal Guarantor(s) or Franchisee from their obligations under the confidentiality, non-competition, or other post-termination clauses of the Franchise Agreement or other such agreements signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) shall make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the State of Utah without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake County, Utah will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Salt Lake County, Utah and the laws of the State of Utah will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements with between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

6.13 Knowledge and Authority. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby. If signing for an entity, the signers below represent and warrant that they have fully authority to execute this Agreement on behalf of their respective entities.

[Signature Page Follows]

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of _____ ("Effective Date").

FRANCHISOR:	FRANCHISEE:
CRUMBL FRANCHISING, LLC	**_____, LLC/INC.**
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PERSONAL GUARANTOR(S):

By: _____ (print name)_____, personally	By: _____ (print name)_____, personally
Date: _____	Date: _____
By: _____ (print name)_____, personally	By: _____ (print name) _____, personally
Date: _____	Date: _____

EXHIBIT "J"
TO THE FDD

SIGNING CHECKLIST

Franchise Documents Signing Checklist

The following items need to be filled out, signed, or dated by the party indicated. This is simply a guide. Refer to your franchise agreement for all obligations that must be performed and documents that must be delivered to us.

1. When you receive the FDD

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
FDD Receipt pages	(last 2 pages of the entire FDD packet)	There are two receipt pages at the very end of the FDD. You must sign and date both copies. You will keep the copy labeled "Franchisee Copy" and return the other copy ("Franchisor Copy") to the franchisor ("Crumbl®").	

2. When you sign the Franchise Agreement and other documents

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	COMMENTS
Franchise Agreement	(page 1)	Fill in the franchisee name	
Franchise Agreement	(page 3)	In first paragraph fill in date and franchisee name.	
Franchise Agreement	(pages 53-54)	**1**. If the franchisee is an entity, (1) fill in the entity name on the indicated line, and have the president, manager, etc. sign on behalf of the entity. **2**. If there is no entity, the franchisee will sign on the lower lines and print his or her name on the line before "personally."	
Territory	Exhibit A-1 (page 55)	If the premises is not already known, this will be filled out and initialed later.	

Company Reps. and Warranties	Exhibit A-2 (pages 56-57)	The franchisee must fill in the appropriate fields, date, and sign. Fill in the franchisee name, address, and email.	
Brand Protection Agreement for Principals	Exhibit A-4 (pages 61-65)	Each owner and principal manager of the franchisee must fill out and sign and date a separate form.	
Employee Brand Protection Agreement	Exhibit A-5 (pages 66-69)	All your management level employees need to fill out and sign separate non-compete agreements. **1.** On the first page, the management employee will fill in the date the document is signed and will list you or your company as the franchisee, and the employee will fill in their address. **2.** Each of your management employee must sign this document.	
Authorization Agreement for Direct Payments (ACH Debits)	Exhibits A-6 and A-7 (pages 70-71)	These two forms must be filled out with all the appropriate bank information and signed.	
Digital and Social Media Authorization for Assignment	Exhibit A-8 (pages 72-73)	1. On the first page, fill in name of franchisee. 2. On second page, fill in name of franchisee, franchise signature, title and date.	
Addendum for the States of Hawaii, Illinois, Indiana, Maryland, Minnesota, North Dakota, South Dakota, Virginia, Washington, and Wisconsin	Exhibit A-11 (pages 74-83)	If the franchisee is from one of these states or if the franchisee will be operating in one of these states, the franchisee must sign the applicable state addendum (other than those states that do not require a signature).	
Guaranty of Assumption of Obligations	Exhibit A-12 (pages 84-86)	Franchisee must fill in the date, the name of its entity and the date of the franchise agreement on the first page. The owners of the franchisee must sign the second page.	
Statement of Prospective Franchisee	FDD Exhibit – B	The franchisee must fill in, initial, sign, and date where indicated.	

THE FIRST PART OF THE NEXT SECTION MARKED WITH AN ** APPLIES ONLY IF YOU HAVE SIGNED AND PURCHASED AN AREA DEVELOPER AGREEMENT

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	COMMENTS
**Area Development Agreement	Exhibit – H (page 1)	Fill in the date and franchisee's name.	
**Area Development Agreement	Exhibit – H (page 4)	Fill in Area Development Fee.	
**Area Development Agreement	Exhibit – H (page 12)	Fill in franchisee's name, address, and email.	
**Area Development Agreement	Exhibit – H (page 17)	Both the franchisor and the franchisee must sign.	
**Area Development Agreement	Exhibit – H (page 18)	Fill in the Development Territory information. Both the franchisee and the franchisor must initial and date.	
**Area Development Agreement	Exhibit – H (page 19)	Fill in years and associated number of units to be developed. Both the franchisee and the franchisor must initial and date.	
**Area Development Agreement	Exhibit – H (page 20)	Fill in the date and guarantor's name. Fill in date of Development Agreement.	
**Area Development Agreement	Exhibit – H (pages 21-22)	Both the franchisor and the franchisee must sign.	
**Addendum for Maryland, North Dakota, Washington	Exhibit - H (pages 23-28)	If the franchisee is from one of these states or if the franchisee will be operating in one of these states, both the franchisee and the franchisor must sign the applicable state addendum.	

DOCUMENT	INSTRUCTIONS	CHECK WHEN COMPLETED

Proof of insurance	The franchisee must get and maintain insurance and provide proof of insurance that lists the franchisor as an additional insured. The franchisee must provide this **annually**.	
Franchisee's d.b.a.	In the state where your franchise is located, you need to file for a dba or "doing business as" under the name "Crumbl _____." The blank line will be the city or neighborhood where your franchise is located or as assigned by the franchisor. For example, if your franchise is located in Irvine, California, your filed dba could be "Crumbl – Irvine." The franchisor must approve your dba before you file it. You must send a copy of the dba filing to the franchisor after it is filed. Please note that a dba is different from your company name if you have a company that is the franchisee. Please note that also you cannot use the name "Crumbl" as part of your company name.	
Franchisee's Certificate of Occupancy	Franchisee must provide a certificate of occupancy before you schedule on-site opening assistance/training	
Franchisee's Entity Documents	Articles of Incorporation or Organization along with Bylaws or Operating Agreement sent to franchisor.	
Copy of lease agreement	The franchisee must provide a copy of the lease agreement to the franchisor.	

EXHIBIT "K"

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	STATE	EFFECTIVE DATE
California	Pending	New York	Pending
Hawaii	Pending	North Dakota	Pending
Illinois	Pending	Rhode Island	Pending
Indiana	Pending	South Dakota	Pending
Maryland	Pending	Virginia	Pending
Michigan	Pending	Washington	Pending
Minnesota	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 seller-assisted marketing plans.

RECEIPT
(Franchisee's Copy)

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 Crumbl Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. .

If Crumbl Franchising, 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 state administrator listed in Exhibit "F." Crumbl Franchising, LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

The issuance date of this disclosure document is March 10, 2022.

The franchisor, Crumbl Franchising, LLC, is located at 815 W. University Parkway, Utah 84058. Its telephone number is 801-369-7112. The names, business addresses, and phone numbers of each franchise seller offering this franchise are as follows:

Name	Address	Phone Number
Jason McGowan	815 W. University Parkway, Orem UT 84058	801-369-7112
Sawyer Hemsley	815 W. University Parkway, Orem UT 84058	208-406-3358
Nathan Christensen	815 W. University Parkway, Orem UT 84058	801-477-6316
Allysen Vera	815 W. University Parkway, Orem UT 84058	385-273-0388
Jayson Dursteler	815 W. University Parkway, Orem UT 84058	385-273-0388
Channing Hemsley	815 W. University Parkway, Orem UT 84058	801-810-9735

I received a disclosure document dated March 10, 2022, which included the following Exhibits:

A. Franchise Agreement and its Exhibits
B. Statement of Prospective Franchisee
C. Financial Statements
D. Schedule of Franchisees
E. List of Agents for Service of Process
F. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
G. Table of Contents for Operations Manual
H. Area Development Agreement
I. Release Agreement
J. Signing Checklist
K. State Effective Dates

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Title (if Signing for Company)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated copy by mailing it to Crumbl Franchising, LLC at 815 W. University Parkway, Utah 84058, or by emailing a copy of the signed and dated receipt to franchising@crumbl.com.

Please keep this copy for your records.

RECEIPT
(Franchisor's Copy)

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 Crumbl Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Crumbl Franchising, 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 state administrator listed in Exhibit "F." Crumbl Franchising, LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

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(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Title (if Signing for Company)

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